

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 88					
2. CONTRACT NO.		3. SOLICITATION NO. WV9113M-04-R-0005		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-CM-CS, WILLIAMS 256-955-4565 P.O. BOX 1500 HUNTSVILLE AL 35807-3801				CODE WV9113M		8. ADDRESS OFFER TO (If other than Item 7) See Item 7					
				TEL: 256-955-4565		TEL:					
				FAX: 256-955-4240		FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME			B. TELEPHONE (Include area code) (NO COLLECT CALLS)			C. E-MAIL ADDRESS			
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE				
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)							
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(e)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE							
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: _____ EMAIL: _____						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Installation Protection Program Activity CPFF	890,730	DPPH		
<p>Provide Supplies/Services outlined in the Scope of Work (SOW), as defined in a given Technical Directive (TD). This CLIN includes Cost-Plus-Fixed-Fee Labor with Cost-Reimbursable Materials and Travel. Materials and Travel are not fee-bearing; however, include the appropriate indirect costs. CLIN 0001 includes NTE \$75,452,300 for Materials and NTE \$3,594,200 for Travel.</p>					
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	IPPA First Award Term Period CPFF	581,465	DPPH		
<p>Provide Supplies/Services outlined in the Scope of Work (SOW), as defined in a given Technical Directive (TD). This CLIN includes Cost-Plus-Fixed-Fee Labor with Cost-Reimbursable Materials and Travel. Materials and Travel are not fee-bearing; however, include the appropriate indirect costs. CLIN 0003 includes NTE \$50,904,880 for Materials and NTE \$1,890,560 for Travel. If this CLIN is exercised, it will be rolled into and become part of CLIN 0001.</p>					
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		649,098	DPPH		

IPPA Second Award Term Period
CPFF

Provide Supplies/Services outlined in the Scope of Work (SOW), as defined in a given Technical Directive (TD). This CLIN includes Cost-Plus-Fixed-Fee Labor with Cost-Reimbursable Materials and Travel. Materials and Travel are not fee-bearing; however, include the appropriate indirect costs. CLIN 0004 includes NTE \$58,746,390 for Materials and NTE \$2,049,680 for Travel. If this CLIN is exercised, it will be rolled into and become part of CLIN 0001.

ESTIMATED COST
FIXED FEE

TOTAL EST COST + FEE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		717,134	DPPH		

IPPA Third Award Term Period
CPFF

Provide Supplies/Services outlined in the Scope of Work (SOW), as defined in a given Technical Directive (TD). This CLIN includes Cost-Plus-Fixed-Fee Labor with Cost-Reimbursable Materials and Travel. Materials and Travel are not fee-bearing; however, include the appropriate indirect costs. CLIN 0005 includes NTE \$66,847,100 for Materials and NTE \$2,208,800 for Travel. If this CLIN is exercised, it will be rolled into and become part of CLIN 0001.

ESTIMATED COST
FIXED FEE

TOTAL EST COST + FEE

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	COST-SAVINGS INCENTIVE COST Reference Cost-Savings Incentive Clause in Section H of this contract.		Each		
				ESTIMATED COST	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Contract Data Requirements Lists (CDRLs) FFP Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRL), DD Form 1423s, Exhibit A, consisting of Exhibit Line Item Numbers A001 through A008. Contractor format for Data Item Descriptions is acceptable. This CLIN is valid during the thirty (30) month base period as well as any/all award term extensions earned by the contractor. NOT SEPARATELY PRICED.				
				NET AMT	

FOB: Destination

DPPHS

DIRECT PRODUCTIVE PERSON HOURS (DPPHS):

- a. The total number of DPPHS for this contract is 2,838,427.
- b. In the performance of the various Technical Directives (TDs), which will be issued pursuant to the clause hereof titled TECHNICAL DIRECTIVE PROCEDURE, the contractor shall provide the specified number of DPPHS per each TD, and as agreed to in the corresponding technical directive management plan (TDMP), as provided.
- c. DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.
- d. Prior to payment of the final contract voucher, the contractor is required to certify, on the voucher, that he has performed all DPPHS in accordance with Section B of the contract, the associated technical directives, and all

other applicable requirements. Further, the contractor shall certify that the effort performed and any deliverables provided are considered satisfactory by the Government.

Section C - Descriptions and Specifications

STATEMENT OF WORK

STATEMENT OF WORK

Installation Protection Program (IPP) Lead Systems Integrator Contract

C.1 Introduction

The Installation Protection Program (IPP) is a family of systems (FoS) that supplements other aspects of force protection at selected Department of Defense (DoD) installations to provide anti-terrorism (AT) capabilities against potential weapons of mass destruction (WMD) events at those installations. Systems include readily available Government Off-The-Shelf (GOTS) items, commercial Off-The-Shelf (COTS) items, Government-Furnished Information (GFI), such as operational and employment procedures, Tactics, Techniques, and Procedures (TTP), Concepts of Operations (CONOPS), and training materials that together provide an integrated Chemical, Biological, Radiological, and Nuclear (CBRN) protection capability for 200 installations. The IPP capability may consist of CBRN detection, identification, warning, reporting, decision support, individual protection, collective protection, decontamination, medical countermeasures, medical diagnostics, and medical surveillance components and will be tailored to the needs and composition of each IPP site to include provision of one year of sustainment. The IPP capability leverages existing emergency response, physical security, communications and infrastructure to minimize the impact on installation operations and support requirements.

The Joint Program Manager, Guardian (JPMG) will identify proven CBRN capabilities that exist in DoD and civilian sectors. As an installation's CBRN protection capability is developed, it will draw on these GOTS and COTS capabilities, hardware, software, and TTPs, for its components.

In order for a COTS system to be considered, it will have undergone developmental or operational testing and have had either a successful full-rate production decision or a limited procurement decision. COTS items will be selected based on existing test and usage data that indicate they may be viable candidates or have National Institute of Occupational Safety and Health (NIOSH), Occupational Safety and Health Administration (OSHA), or National Fire Protection Agency (NFPA) certification. These test and usage data will require Government assessment prior to selection, and targeted testing to address data shortfalls may be required to validate an item for inclusion in the IPP equipment set. The capability set will be tailored to the needs of each installation as identified during a site survey. Where various options exist, these will be discussed with installation leadership to allow tradeoffs to be considered and the final site capabilities suite or configuration determined that best meets the overall needs of the installation.

Continuous surveillance of the commercial marketplace and Government acquisition programs will identify opportunities for technology insertion to optimize the program continuously as it evolves.

C.1.1 Mission and Background

The Joint Program Executive Office for Chemical and Biological Defense (JPEO-CBD) has chartered JPMG to provide DoD-prioritized installations with an integrated CBRN protection and response capability to reduce casualties, maintain critical operations, contain contamination, and effectively restore critical operations. JPMG has an assigned mission to:

- Provide an effective CBRN detection, identification, warning, and protection system for each installation.
- Ensure the CBRN networks integrate with the existing Command, Control, Communications, Computers, and Intelligence (C4I) networks to provide effective information management.

- Provide a CBRN capability that will allow for rapid restoration of critical installation operations.
- Protect DoD civilians, contractors, and other persons working or living on U.S. military installations and facilities from a WMD event.
- Minimize total ownership costs of CBRN equipment fielded under this program.

The installation protection program covers many capabilities and functions at an installation, including:

- Support to the command team
- Integration of CBRN protection with the installation's C4I infrastructure
- Integration with existing physical security facilities
- Support of emergency responders
- Support to medical facilities
- Support to installation engineering, maintenance, operations, and public affairs personnel

The JPMG and JPEO-CBD have established the following program objectives:

- Determining the capabilities packages most appropriate for each installation
- Maximizing protection, response, and restoration based on installation mission, threat, area response, and funding
- Minimizing operations and Maintenance (O&M) costs

C.1.2 Lead Systems Integrator Major Functions

The goal of the supplies and services hereby obtained is to ensure timely, energetic, and cost effective procurement, integration, and installation of current technologies for defense against CBRN threats. To assist JPMG in meeting program goals, a Lead Systems Integrator (LSI) will be used to carry out the major functions below. For purposes of this SOW, the terms "Contractor" and "LSI" are synonymous.

- Management, planning, and responsibility for total systems performance of each installation's CBRN design
- Development of the systems architecture and requisite systems specifications required for the IPP (see Exhibit C-1) to produce the capabilities documented in the Urgent Requirements Capability Document (URCD – see Attachment 1) and the Initial Systems Architecture (ISA – see Attachment 2).
- Procurement of COTS chemical, biological, radiological, and nuclear defense equipment
- Integration of COTS, Government-Furnished Equipment (GFE), GOTS, and GFI into a systems solution
- Development and integration of the CBRN system's Command and Control (C2) architecture into the installation's Command, Control, Communications, Computers, and Intelligence (C4I) network for installation protection and emergency responder control with no degradation in performance of the existing C4I system.
- Installation, fielding, and sustainment for one year of the complete IPP system at every installation
- Integrated Logistics Support (ILS) to include training, spares, Acquisition Logistics Support (ALS)/Contractor Logistics Support (CLS) for one year, quality control, including configuration management, adherence to standards and specifications, and system acceptance and sustainment
- Testing and Evaluation (T&E), in accordance with the Overarching Test Concept Plan (OTCP – see Attachment 3)
- Development and use of engineering models and simulations using analytical data tools as required
- Updating the system architecture with new technology as it becomes available
- Providing support for installation development of CONOPS, Memoranda of Agreement or Understanding (MOAs or MOUs), and other operational coordination support required at each installation to accommodate the CBRN capabilities provided under the IPP

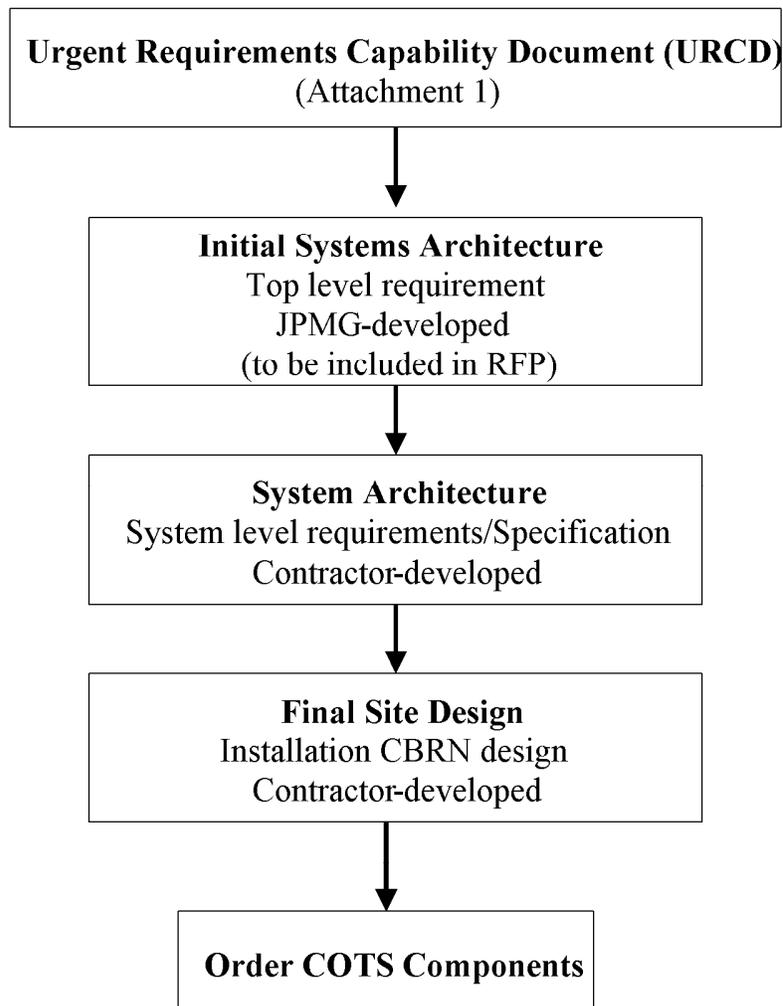


Exhibit C - 1 System Design Process

C.1.3 Contract Purpose

The terrorist attacks on U.S. territory in the Fall of 2001 have increased attention and concern over improving defenses against attacks with chemical, biological, and radiological weapons. Current emphasis is to rapidly procure and install off-the-shelf, best value technology, to provide protection for U.S. military installations against CBRN threats. The requirements for this effort are still evolving and some changes to the scope of work can be expected over the life of the contract. The purpose of this contract is to obtain complete fully functioning CBRN protection systems for installations and to support professional program management, acquisition, engineering, and technical services for JPEO-CBD and JPMG on the many tasks and projects that fall within the broad categories of CBRN defense and installation protection.

C.2 Scope and General Requirements

C.2.1 General Requirements

The general areas to be supported for the duration of the contract are set forth in this Statement of Work (SOW). These areas are not meant to be definitive, but rather represent in summary form the general areas to be supported. For this reason the SOW is deemed to be a basic expression of the contract requirement. Specific performance requirements will be set forth in Technical Directives (TDs) issued under the contract. The TDs may be issued for JPEO-CBD, JPMG, or other associated CBRN program management or requirements organizations.

C.2.2 Contractor Responsibilities

The Contractor shall assume total system performance responsibility for systems and data delivered and work performed under each TD, shall ensure proper management of subcontractors through analysis, critique, and assessment of the adequacy, timeliness, and cost effectiveness of work performed, and shall adhere to the small business subcontracting plan incorporated into this contract. The Contractor shall coordinate management efforts with Government personnel as required. The Contractor shall provide reporting as described in the basic contract and in each TD to support Government oversight. The Contractor shall identify issues and formulate and provide alternatives for issue resolution.

C.2.3 Interoperability

The Contractor shall ensure interoperability between the IPP FoS and the existing installation systems to include C4I, security, meteorological, medical, fire, and maintenance systems. The Contractor shall arrange for interfacing with local civilian emergency responders outside each installation, as required, for planning and communication, and shall maximize interoperability with local emergency responder equipment and capabilities.

The Contractor shall ensure interoperability between all required components and equipment within the IPP system including GOTS and COTS. The Contractor shall conduct independent analysis and provide documentation of recommendations supporting integration of COTS equipment into the system design at each installation. Proposed COTS purchases shall be subject to Government review and approval. The Contractor shall provide recommendations on the proper mix of GOTS and COTS equipment for each installation. COTS purchases shall be based on the Contractor's market research with a written summary provided to the Government. The Contractor shall recommend acceptance criteria for foreign suppliers that meet requirements and Government test parameters. The Contractor shall ensure long term product availability through industrial base analysis and procurement of hardware from stable vendors. The Contractor shall propose alternatives to one time purchases, such as bulk procurement, multiple year contracts, and leasing.

C.2.4 Government-Furnished Equipment (GFE)

For this effort, the Government intends to procure certain sensors, hardware, and materials only available through Government sources and will provide these items to the Contractor as GFE. GFE will include items listed as GOTS, Government-Furnished Material (GFM), and GFI. GFI will include such items as technical manuals, publications, any specialized tools, training classes, and training exercises. The Government will provide a list of available GFE annually on the anniversary date of contract award. The Contractor and the Government shall closely coordinate their supply and delivery schedules to ensure all hardware is available when and where needed. The Contractor shall provide a bonded warehouse(s) for storage of GFE delivered in advance of need.

C.2.5 Equipment Integration and Maintenance

The Contractor shall, at each installation, integrate the GFE and COTS items into a family of systems according to the Contractor's Government-approved CBRN installation design. Before installing the system at a specific location, the Lead Systems Integrator shall develop a site design plan that ensures GFE/COTS interoperability using the specifications and hardware provided. The plan will also include installation-specific items provided to the Contractor for this effort such as equipment documentation, building and utility system diagrams, installation maps, and local points of contact. The Contractor shall maintain all integrated Contractor-Acquired Property (CAP) and Government-Furnished Property/Equipment (GFP/GFE) in an operational state for the one-year sustainment period following acceptance at each individual installation.

C.2.6 Engineering Support

The Contractor shall provide the capability to perform a wide variety of engineering tasks, and be capable of providing flexible, responsive, and high quality systems engineering and technical support to the mission. Engineering tasks will include creating system specifications and installation designs to include all civil, electrical, mechanical, structural, and C4I requirements. The Contractor shall provide an engineering cell to support market research on current technologies to ensure continuous optimization of the IPP system and its components. The delivery of system specifications and installation designs will be specified in the TDs.

C.2.7 Command, Control, Communications, Computers, and Intelligence (C4I) Integration

The Contractor shall be responsible for design and integration of the IPP system into an installation's existing C4I network for installation protection and emergency responder control, including installation physical security and warning systems. Proposed systems should be compatible with and utilize GIG-ES and NCES capabilities as they become available at individual sites. The following aspects must be addressed:

C.2.7.1 Open Architecture Design for the CBRN Installation Protection Program

Open architecture solutions are required for an integrated CBRN sensor and control system for installation protection. Legacy sensors will be employed and will be provided by the Government. COTS equipment that meets IPP requirements will also be employed and must integrate into the IPP open architecture design. The Government may request changes to the proposed design to accommodate updates to information about the specific site or to accommodate specific installation commander requests.

C.2.7.2 CBRN Decision Support System

A Decision Support System (DSS) must be provided. Installation commanders will use the DSS to make key decisions in response to a CBRN event and for follow-on activities, and it will also be used to train and support emergency responders in responding to, containing, reporting, and recovering from a variety of CBRN threats. The Government seeks a generic tool that will permit site-specific tailoring to accommodate the specific site map and procedures or reporting requirements unique to that site.

The Contractor shall participate in the IPP C4I IPT to define requirements and determine the appropriate architecture to integrate into the existing installation C4I network for effective CBRN information management.

C.2.8 Installation and Fielding of Equipment and Systems

C.2.8.1 Site Design

It is the Government's intention to conduct the initial site surveys and develop the preliminary site design for fielding of the FoS. The Government will provide the preliminary site design, survey data and all applicable installation documents to the Contractor. Under the direction of a TD, the Contractor will use this GFI to create the final site-specific design. The Government anticipates completing up to ten site surveys before contract award. Following contract award, these site surveys will be conducted with a Contractor representative. The final site-specific designs will include all analysis and proof that the design accommodates the local regulations, laws, and the operational environment of that installation. The Contractor's final site-specific design must be approved by the Government before initiation of COTS procurement, construction, and equipment installation. This design shall include agreements with the installation for performance of work, access, and coordination of schedules.

C.2.8.2 Fielding and Installation

The Contractor shall provide and be responsible for site preparation, installation of equipment, and interface with existing infrastructure for warning and response control. The Contractor shall ensure adherence to applicable safety and security precautions during the site preparation, fabrication, and installation phases of the project. The Contractor shall prepare site maps and as-built drawings for delivery to the installation and to the Government on

completion of the equipment and system installation and shall interact with Government agencies at the Federal, state, and local level as required to meet equipment and system installation and fielding requirements. The Contractor shall provide complete fully functioning systems at each installation.

The Contractor shall provide the personnel, processes, procedures, techniques, training devices, and equipment to train civilian and military personnel to operate and support the IPP, including requirements for factory training, instructor and key personnel training, new equipment training, resident training, and sustainment training at gaining installations. The Contractor shall consider Human Factors Engineering (HFE) concepts to describe and assess the feasibility of human performance requirements, assess the training burden associated with competing materiel designs, and provide an effective training program that minimizes the training burden. The Contractor shall work with facility training personnel to provide programs that ensure implementation of the training required to maintain certifications and qualifications on system components.

C.2.8.3 Exercises

The Contractor shall conduct one tabletop exercise and one installation-wide exercise for each installation including a final evaluation report with lessons learned and recommendations for future enhancement. The exercises will be conducted at the completion of system fielding and CONOPS development. The exercises will assist the installation commander and staff in developing their ability to respond to a WMD event with the IPP capability.

C.2.9 Integrated Logistics Support (ILS)

C.2.9.1 ILS Management

The Contractor shall develop and maintain IPP FoS Integrated Logistics Support Management. This includes planning, management, and program documentation, and for all ILS elements.

The Contractor shall provide ILS for the IPP FoS to meet requirements directed by (1) the Office of the Secretary of Defense Memorandum "Chemical, Biological, Radiological, and Nuclear Installation Protection Urgent Requirements Capability Document," (2) the JPM Guardian initial system architecture to satisfy IPP FoS Performance Parameters and Program ILS, and (3) the IPP system specifications developed by the Contractor and approved by the Government during the first quarter of contract execution.

C.2.9.2 Supportability Strategy

The Contractor shall prepare an IPP Supportability Strategy (SS). The SS will identify and detail the maintenance concept and plan; the supply support concept and plan; the support and Test, Measurement, and Diagnostic Equipment; technical data and manuals; the training concept and devices; packaging, shipping, and handling; facilities modifications; and other resources required to sustain the IPP system. The SS will be updated, as requested by the Government, to reflect the current maintenance and support concept and will be used as a means of communicating the Contractor's support recommendations to the Government.

C.2.9.2.1 Maintenance Planning

The Contractor shall recommend a maintenance concept for GOTS and COTS and warranty procedures for COTS. The Contractor will maintain and update an IPP logistics support database using industry best commercial practices. The Government will continue to approve all Maintenance Plan changes before release to the installation.

C.2.9.2.2 Provisioning Technical Documentation

The Contractor will maintain Provisioning Technical Documentation (PTD) and submit provisioning Design Change Notices (DCNs) as they occur to achieve the IPP FoS requirements and to provide supply support for the IPP system.

C.2.9.2.3 Spare and Repair Parts

The Contractor will administer and manage a repair program. The Contractor must be able to track material shipped for repair and determine those units beyond economic repair.

The Contractor will procure, repair, overhaul, manage, and distribute spare parts and material both repairable and consumable to satisfy all IPP supply support requirements. The Contractor will be responsible for determining requirements to support demand forecasts. The Contractor will provide the necessary services to accommodate anticipated Government requirements and use best commercial practices to perform these functions.

The Contractor will be authorized access to the Federal Supply System as a Source of Supply (SOS) for peculiar IPP FoS items and common consumables when Defense Logistics Agency (DLA) Inventory Control Points (ICPs) provide the best value. The Contractor will provide DLA with an annual forecast of common parts only when DLA is selected as the SOS. The Contractor will need to determine stock levels and availability before issuing requisitions to DLA for common items.

If deemed appropriate by the Contractor, cannibalization or salvage of parts the Contractor is responsible for under this SOW may be undertaken to ensure replacement and repair piece part availability to meet the projected needs of both the Government and the repair and overhaul lines.

The Contractor will identify to the Government all Government equipment required in support of the IPP FoS. The Contractor will provide all other tools, supplies, support equipment, utilities, and collateral equipment necessary to support the IPP system successfully.

C.2.9.3 Logistics Engineer Support

The Contractor shall provide logistics engineering capability to support the IPP system acquisition strategy for continuous optimization. Key Contractor activities include requirements analysis, system analysis and control, supportability analysis, support concepts, support data, support resources, future Reliability, Availability, and Maintainability (RAM) requirements, and an IPP FoS work breakdown structure.

C.2.9.4 Transition Plan

The contractor will write a Logistics Sustainment Transition Plan for each site. This shall also include a plan to meet the URCD requirement to provide one-year contractor logistics support which can be transferred to the services after the first year.

The plan will describe how the Contractor will provide a seamless transition with no negative impact on IPP FoS readiness. The Contractor will define how current Government-owned repairable inventory would be managed and warehoused as material transitions from Contractor management to Service installation management.

C.2.9.5 Automated Inventory Database

The Contractor shall establish and manage an automated database to inventory parts, repairable components, consumable items, warranties, subcomponents of the FoS, and support equipment.

C.2.9.6 Warehouse Management

The Contractor will provide warehouse management operations for procured GOTS and COTS equipment, spares, stock control, repair parts, and float. The operations will automate receipt, storage, issuance, packaging, transportation, and quality assurance for all parts and material used in support of the IPP FoS. The Contractor shall use spare parts that are certified and qualified by the Government and are adequate to maintain applicable warranties. The Contractor will ensure the safety and quality of all material used.

The Contractor will perform a physical inventory of all managed spare and repair parts as necessary to maintain inventory accuracy and correct any discrepancies noted where data is available. At the conclusion of the contract, the Government will require ownership of the specified quantity of assets rather than the specific serial numbers of items retained at time of contract award.

C.2.9.7 Configuration Management

The Contractor shall provide a configuration management plan to document the IPP FoS products, processes, related documents, and software, and to facilitate the development of an open system. The configuration management effort includes identifying, documenting, and auditing the functional and physical characteristics of the IPP FoS; recording the configuration; and controlling changes to the IPP FoS and its documentation. It shall provide a complete audit trail of decisions and design modifications.

C.2.9.8 Obsolescence

The Contractor will develop a plan for managing the loss or impending loss of manufacturers or suppliers for the spare and repairable items covered under the IPP FoS. The Contractor's obsolescence management plan will prevent impact to contract performance metrics and will prevent additional costs being incurred by the Government due to obsolescence.

C.2.10 Contractor Testing, Validation, and Recommendations

The Contractor shall ensure that any COTS item identified as a candidate for IPP use has undergone adequate testing at a Government or Federally recognized facility to ensure that it is mission-capable for its intended IPP use. The Contractor will submit COTS performance specifications and all testing information when a COTS item is being considered for the IPP FoS.

A COTS item that has not undergone such testing, but which displays extraordinary performance, may also be recommended to JPMG as an exception. In such cases the Contractor will obtain all test results and usage data for any COTS items so identified and provide these to JPMG for assessment. JPMG will coordinate minimum essential testing with a Government test organization or facility to determine the adequacy of the item if no other means to test the item in a Government facility can be found and the item is viewed as a major enhancement to the IPP.

The Contractor shall, at each IPP site, conduct a full system test and validation of the final equipment configuration under JPM Guardian oversight for the purpose of ensuring proper integration of components and proof of performance of the installed system. Successful accomplishment of this test shall comprise qualification testing for the IPP system and support system acceptance by the installation. The specific acceptance test procedures and full system validation will be installation-specific and will be part of the Contractor's installation design plan.

C.2.11 Contractor Studies and Documentation

The Contractor shall conduct studies, and provide concept system definition and related documentation to support the study results; provide independent analyses, simulations, and technological assessments; and perform other related tasks in systems definition, experiments, technology demonstration, system development, and production and fielding. The Contractor shall use or propose the use of automated tools for design and integration, operational assessment, and operational control. The Contractor shall analyze, critique, and assess the adequacy, timeliness, and cost effectiveness of work performed by subcontractors. The Contractor shall identify issues and shall formulate and provide alternatives for issue resolution.

C.2.12 Contractor Market Research

The Contractor shall conduct studies and market research and advise the Government on emerging technologies. The Contractor shall develop plans to continuously optimize technology throughout the life of the contract for improving future capabilities and possibly retrofitting previously completed installations. When approved by the Technical Monitor (TM), the Contractor shall implement these plans. The Contractor shall work with vendors to identify equipment that continuously optimizes total system capability and performance.

C.2.13 Program Changes

Changes in emphasis and program direction are highly likely in newly approved projects. The Contractor shall be responsive to such changes as they are defined by the issuance of TDs.

C.2.14 Limits Set by TDs

The Contractor shall perform specific work as directed, and funded, by individual TDs. Each TD will include, at a minimum, the estimated Direct Productive Person Hours (DPPHs) for the fixed price labor categories and the cost-reimbursable materials and travel, the TD ceiling for labor, travel, and subcontractors and materials, the period of performance, the required deliverables, the TD statement of work, and any special instructions applicable to the given TD.

C.2.15 Technical Directive Management Plan (TDMP)

The Contractor shall provide a Technical Directive Management Plan (TDMP) that shall define a management system to plan and control the effort under each specific TD. The TDMP must delineate how the Contractor plans to accomplish the effort supporting the specific TD, to include a breakout of DPPHs, travel, required material, a milestone schedule, and a schedule for the planned expenditure of funds.

C.2.16 Technical Data

The Contractor shall prepare and deliver to the Government the technical data in accordance with the requirements and schedules set forth in the Contract Data Requirements List (CDRL) DD Form 1423. It is not the intent of the Government to have new data formats prepared where existing ones may suffice, and suggested Contractor documentation deemed beneficial to the project will be considered. Thus all Contractor internal procedures, which are equivalent to the requirements of data item(s), DD Form 1664 must be reviewed by the Contracting Officer and certified as acceptable in order to be submitted to the Government for its use.

C.2.17 JPMG Program Protection Plan

The Contractor shall implement the IPP Program Protection Plan for control of critical program information, classified material, and sensitive data. The plan, as updated, shall continue to conform to the requirements of the DD Form 1423 and further instructions contained in the current AR 530-1.

C.3 Management Functions

C.3.1 Lead Systems Integrator Contractor Responsibilities

The Lead Systems Integrator Contractor shall provide the capability to perform a wide variety of tasks (to be defined in detail in the individual TDs issued during the period of performance) related to the effort defined in C.2 above. The Contractor must be capable of providing flexible, responsive, and high quality management, systems engineering, and technical support relating to the missions of JPEO-CBD, JPMG, and other associated CBRN program management or requirements organizations. The Contractor's technical effort shall be under the direction of a Program Manager (PM). The LSI PM shall provide the overall management of program, personnel, planning, quality control, direction, coordination, and reviews necessary to ensure effective contract performance. The LSI PM and other Contractor personnel shall participate in integrated process teams as required. To the greatest extent practical, the Contractor shall submit data and reports in digital formats and shall establish a collaborative Integrated Digital Environment (IDE) for information sharing among all participants in the contract.

C.3.2 Contractor Workforce and Training

The Contractor shall ensure that adequate technical capability is available to provide responses to specific tasks during a 40-hour work week. It is the Contractor's responsibility to provide and maintain a state-of-the-art-trained workforce capable of providing the services specified in the TDs issued under this contract. All related training, continuing education, certification courses, and other similar events are the financial responsibility of the Contractor. Task priorities, short-notice suspenses, operational constraints, and other potential impacts shall be managed so as to minimize schedule impact on all TDs.

C.3.3 Temporary Duty Travel

The Contractor shall perform temporary duty (TDY) non-local travel, as required in the performance of this SOW, as directed by individual TDs. The TDY locations include many CONUS facilities and various OCONUS locations, to include Honolulu, HI, Europe, and the Far East. The TDs will specify authorized travel locations and the NTE ceiling for the given effort. Travel to locations other than those specified in the TD requires the prior written approval of the TM. For all travel the Contractor shall comply with the requirements of the Joint Travel Regulations (JTR) and will only be reimbursed for travel expenses allowable under the JTR.

C.4 Security

C.4.1 Clearances

It is anticipated that most of the effort on this contract will be unclassified. However, some data and equipment may require certain Contractor personnel to possess SECRET clearance access or be eligible for immediate adjudication by the cognizant security authority upon award of the contract. Future requirements for SECRET-eligible personnel shall be established by individual TDs. The Contracting Officer shall apprise the Contractor of any increased security requirements. The Contractor shall submit adequate clearance packages within ten (10) calendar days of identification of any increased security requirements.

C.4.2 Access to SECRET Data

The Lead Systems Integrator will require access to SECRET data in order to perform modeling, simulation, and analysis, and to attend certain Government-sponsored meetings. These data and other related information will be used to check the adequacy of sources to provide the TM with an accurate assessment of the threat to the system and assist in the planning and the conduct of analyses, simulations, assessments, system tests, and other related tasks. The SECRET-cleared Contractor staff will be required to interface with key JPEO-CBD, JPMG, and other Government personnel, and enter into SECRET discussions to assist in assessment and decisions on the programs.

C.4.3 National Industrial Security Program Operating Manual (NISPOM)

The Contractor shall perform in accordance with the National Industrial Security Program Operating Manual (NISPOM) (DoD 5220.22M) and ensure that all classified material is handled in accordance with the latest appropriate security classification specifications.

C.4.4 Operational Security (OPSEC)

The LSI is required to develop an OPSEC program. OPSEC is a DoD-mandated program (Reference DoD Directive 5205.2, "DoD Operations Security (OPSEC) Program" dated 29 Nov 1999) designed to safeguard sensitive unclassified program information, operations, and activities, which, if exploited by an adversary, could compromise current or future plans and activities.

C.5 Meetings and Briefings

C.5.1 Status Meetings

The Contractor may host and conduct status meetings at their facility. These meetings, as scheduled by specific TDs, may be structured to provide the Government with an up-to-date status of the Contractor's technical and programmatic progress. Following each such meeting, the Contractor shall prepare a report for Government approval, as directed in CDRL Item #A003.

C.5.2 Technical Interchange Meetings (TIMs)

The Contractor shall participate in Technical Interchange Meetings (TIMs), to be scheduled upon request of the TM, to discuss and to informally evaluate the LSI Contractor's efforts and accomplishments in direct relation to specific TDs. During these meetings, the Contractor shall present necessary data to enable a joint review of their various assigned tasks, with attendant schedules and resource expenditures. The Contractor shall participate in technical discussions and shall inform, in a timely fashion, the TM of any problems with contract execution and any proposed solutions. During these TIMs, the TM may also informally evaluate the ongoing LSI performance.

C.5.3 Program Management Reviews (PMRs)

The Contractor shall attend and participate in Program Management Reviews (PMRs), Integrated Process Teams (IPTs), and other meetings, as scheduled by the TM.

C.5.4 Technical Orientation Briefings

The Contractor shall create, review, and provide technical orientation briefings and other presentations, as directed by the TM.

C.6 Deliverables

C.6.1 Hardware Deliverables

Hardware deliverables will include complete fully functioning chemical, biological, radiological, and nuclear installation protection systems to include sensors, warning systems, command and control equipment, and associated installation and integration hardware and software. Training and initial support and spares will be included in each system. Deliverables for each system will be described in the individual TDs.

C.6.2 Software

As directed by the Contracting Officer, software developed incidental to the performance of this contract shall be delivered to the Government as both source and executable code and shall be considered a Special Work pursuant to DFARs 252.227-7020, Rights in Special Works.

C.6.3 Deliverables Documentation

All deliverables, either stated in a given TD or required as a standard item pursuant to this contract, will be strictly in accordance with DD Form 1423, the Contract Data Requirements List (CDRL).

Individual TDs will indicate the media type, as well as the quantity of copies of the work products required for delivery. The Contractor shall be proficient in the use of the current Government standard software and shall possess the capability to deliver the automated data in standard software format. Delivery will typically be required only in electronic media form, and all such deliveries shall be virus-free.

C.6.4 Date-Related Data

Any commercial computer hardware, software, or systems delivered under this contract shall successfully operate in the twenty-first century with the correct system date and without human intervention, including leap year calculations. Furthermore, they must produce fault-free performance in processing of date and date-related data including, but not limited to, calculating, comparing, and sequencing.

ATTCH 1 TO SOW (URCD)

Reference SOW paragraph C.1.2. The Urgent Requirements Capability Document (URCD), Attachment 1 of the SOW, is provided at www.smdc.army.mil/Contracts/Guardian/html.

ATTCH 2 TO SOW (ISA)

Reference SOW paragraph C.1.2. The Initial Systems Architecture (ISA), Attachment 2 of the SOW, will be provided at a later date.

ATTCH 3 TO SOW (OTCP)

Reference SOW paragraph C.1.2. The Overarching Test Concept Plan (OTCP), Attachment 3 of the SOW, will be provided at a later date.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

ACCEPTANCE

Acceptance by the Government of all items delivered hereunder shall be at destination.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
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

CLAUSES INCORPORATED BY FULL TEXT

PERIOD OF PERFORMANCE:

a. Installation Protection Program Activity: The contractor shall provide all DPPHs, as ordered, equipment/materials, data, and reports required by all Technical Directives within thirty-six (36) months after the effective date of the contract, unless extended via one, two, or three of the potential award term periods. If extended via the first award term period, the period of performance will be increased by an additional twelve (12) months; if the second award term period is executed, the period of performance will be increased by another twelve (12) months; and if the third award term period is executed, the period of performance will be increased by an additional twelve (12) months. The total period of performance, including the basic and all award term periods, shall not exceed seventy-two (72) months after the effective date of the contract.

b. Technical Directives (TDs): Each TD issued pursuant to the clause herein titled "Technical Directive Procedure" will specify the period of performance applicable thereto. However, in no event shall the period of performance of any TD extend beyond the period of performance of the contract.

DELIVERY OF DATA:

a. All data shall be delivered IAW FAR 52.247-34, F.O.B. Destination, as specified in Block 14 of DD Form 1423. The contractor shall furnish the LSI Contracting Officer one (1) copy of a quarterly listing of all transmittal letters submitting required data to the offices shown in Block 14 of DD Form 1423, including requirements delivered to the various technical directive (TD) monitors under the technical directives issued under this contract.

b. The extent of the Government's rights in data delivered under the contract shall be governed by the contract clauses incorporated in Section I of this contract.

c. Acceptance by the Government of all items delivered hereunder shall be at destination.

d. Electronic media, including email, shall be utilized to the maximum extent practical. The Software and report formats utilized shall be in accordance with the then-current Command standard.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT ADMINISTRATION PROCEDURES:

a. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

b. All correspondence pertaining to this contract will be addressed to:

U.S. Army Space and Missile Defense Command
ATTN: SMDC-CM-CS
P O Box 1500
Huntsville, AL 35807-3801

c. The telephone and FAX number of the Contract Specialist (CS) is:

Contract Specialist: TBD
Phone: 256-955-XXXX
E-Mail: TBD@smdc.army.mil
FAX: 256-955-4240

d. If this contract is being administered by a Defense Contract Management Agency (DCMA), inquiries concerning normal contract administration should be referred to the DCMA-assigned office (see Block 24 of the SF 33 or Block 6 of the SF 26).

CONTRACTOR'S CONTRACT ADMINISTRATION.

The Contractor's contract administration functions will be performed at the following address:

Name and Title _____
Responsible Office _____
Address _____

Telephone Number _____
DUNS # _____ CAGE # _____

INVOICING AND VOUCHERING:

a. When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. Submit first vouchers to the cognizant DCAA office. Final vouchers will be submitted to the ACO with a copy to DCAA.

b. Upon written notification to the contractor, DCAA may rescind the direct submission authority.

c. Should the contractor decline to submit interim vouchers directly to paying offices or if the contractor receives written notification that DCAA has rescinded the direct submission authority, public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

d. The contractor shall identify on each public voucher: (1) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" (2) the contract line item number (CLIN) which pertains to the charges billed, and (3) the contract number. In addition, the Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided. Therefore also include in the address block, the Tax Identification Number, a point of contact, and the telephone number.

e. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, subject to the withholding reserve of the contract clause titled "Fixed Fee."

f. For Technical Directives (TDs) issued under CLIN 0002, the contract may include the applicable portion of profit for the period covered by the voucher, subject to a 15% withholding reserve until the final contract voucher.

g. If requested by the LSI Contracting Officer, a copy of a voucher, together with any necessary supporting documentation, shall also be submitted to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26. The contractor shall substantiate vouchers/invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Such substantiation data shall be maintained and readily available for audit purposes, but shall not be included with the voucher submitted to the Finance and Accounting Office.

h. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher .

CONTRACT ADMINISTRATION: Administration of this contract will be performed by the cognizant office as shown in Block 7, Page 1, Section A, of DD Form 1155. However, the duties described in the following FAR 42.302(a) paragraphs will remain the responsibility of the PCO: (3), (12), (27), (38), (40), (41), (44), and (45). No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters
NAME:	Michele Williams	Commander Steve Bertolaccini
ORGANIZATION CODE:	SMDC-CM-CS	Joint Project Office Guardian
TELEPHONE NUMBERS: COMMERCIAL:		
DEFENSE SWITCHED NETWORK (DSN):		
EMAIL:		

ADMINISTRATION OF FUNDING

ADMINISTRATION OF FUNDING: This contract will be funded at the contract level with designated amounts broken out by CLIN level as necessary to comply with regulatory requirements. It is anticipated that the majority of the funding for this contract will be from yearly appropriations of Procurement funds, therefore, the accounting classification reference numbers (ACRNs) will be increased as these funds are appropriated by Congress and allocated and released by the Joint Program Executive Office - Chemical and Biological Defense (JPEO-CBD). The Government will not be obligated to reimburse the contractor in excess of the amount currently allotted to this contract. Further, the contractor shall not voucher, nor will be reimbursed, for amounts over and above those specified on any given technical directive. Cost and fee will be vouchered and paid in accordance with the clause entitled, INVOICING AND VOUCHERING.

Section H - Special Contract Requirements

AWARD TERM INCENTIVE

AWARD TERM INCENTIVE:

- a. The contractor may earn extensions to the contract period of performance on the basis of overall performance as evaluated by the government during the evaluation periods and in accordance with the contract "Award-Term Plan" incorporated herein and attached as set forth in Section J (Exhibit 1).
- b. Award-Term: The award-term concept is an incentive that permits extension of the contract period beyond the base period of performance for exceptional performance.
- c. Period of Performance: The contract "base" period of performance of three (3) years may be extended in one (1) year "award-term" increments, up to an additional three (3) years, based on overall exceptional contract performance under this contract. In no event will this contract be extended beyond a six (6) year period of performance. In no event shall the period of performance of any technical directive extend beyond the period of performance of the contract.
- d. Award-Term Plan: The award-term plan will provide for evaluation of the contractor's overall contract performance. The award term plan will serve as the basis for any award term decisions. An Award Term Determination Official (ATDO) shall be appointed by the government and is responsible for the overall award term evaluation and award term decisions. The award-term determination and the methodology for determining the award-term are unilateral decisions made solely at the discretion of the government.
- e. Award-Term Plan Modifications: The award-term plan may be unilaterally revised by the government and re-issued to the contractor prior to the beginning of an evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by mutual consent of both parties.
- f. Award-Term Administration: The first evaluation period, will commence at the beginning of month one and will conclude at the end of month twenty-four (24). The second evaluation period will commence at the beginning of month twenty-five (25) and will conclude at the end of month thirty-six (36). The third and final evaluation period will commence at the beginning of month thirty-seven (37) and will conclude at the end of month forty-eight (48). Five interim evaluations charting the contractor's performance and highlighting areas of government concern shall be conducted at six (6) month intervals during the contract beginning at contract award. Interim evaluations will not count for award-term extensions and will be issued at six (6) months, twelve (12) months, eighteen (18) months, thirty (30) months and forty-two (42) months. Unscheduled interim evaluations may be issued at any time during the performance period at the discretion of the contracting officer. The award-term extensions are based ONLY on the final scores received during the first, second, and third evaluation periods. All award-term extensions are conditioned upon (1) a continuing agency need for the contract services, (2) congressional authorization and appropriation of funds, and (3) the continuing responsibility of the contractor as defined in FAR 9.1.
- g. Award-Term Decisions: The contractor's final average numerical score must be 70 points or above to be awarded an additional contract year.
- h. Award-Terms Not Earned: If the contractor has failed to earn an award-term by the end of the first evaluation period, which includes three interim evaluations and one final evaluation, the award-term incentive provisions of this contract are void and the contract will end at the conclusion of month thirty-six (36). If the contractor has failed to earn an award-term incentive at the end of the second evaluation period, which includes one interim evaluation and one final evaluation, the contract will end at the conclusion of month forty-eight (48). If the contractor has failed to earn an award-term incentive at the end of the third evaluation period, which includes one interim evaluation and one final evaluation, the contract will end at the conclusion of month sixty (60). The voiding or cancellation of any award-term incentive for any reason stated in this clause shall not be considered

either a termination for convenience or a termination for default and shall not entitle the contractor to an equitable adjustment or any other compensation.

i. Review Process: The contractor may request an internal review of an annual award-term decision. The request shall be submitted in writing to the contracting officer within 15 days after notification of the award-term decision. The Award Term Determining Official (ATDO) will conduct any award-term decision reviews. Decisions by the ATDO are considered "Final".

j. Notwithstanding the provisions of this clause, the government retains the right to terminate this contract for convenience or default in accordance with the termination clauses of this contract.

(End of Clause)

CONTINGENCY/WAR CLAUSE

The government may direct the contractor to perform in support of a contingency operation or exercise outside the continental United States (OCONUS), as provided by law or defined by the applicable Army Service Component Command. Services may be performed in the identified area of operations, also known as theater of operations, or in support of the OCONUS contingency operation or exercise. In the event contractor employees are deployed into the OCONUS area of operations in support of a contingency operation or exercise, the following items and conditions will apply:

1. Accounting for Personnel:

a. Prime contract and subcontractor personnel shall not be deployed to an OCONUS area without prior notification to and approval of the Contracting Officer. The contractor shall report to the Contracting Officer its employees entering and leaving the area of operations and shall report its employees in the area of operations by name and by location. This notification is in addition to the CIVTRACKS requirement described in the following paragraphs.

b. The contractor shall utilize the web-based Army Civilian Tracking System (CIVTRACKS) database for maintaining accountability of all contractor employees deploying/deployed OCONUS in an operational theater. The database can be accessed at <https://cpolrhp.belvoir.army.mil/civtracks>. The input form is designed to capture certain critical data on each deployed DA civilian and contractor employee to track location of contractor personnel in theater and to assist in positive identification of correct next of kin should notification be required due to serious injury, death, or if a contractor employee becomes missing in action. All blocks on the form must have the appropriate requested entry before it can be submitted. Data to be captured on all deployed Department of the Army contractor employees includes:

- (1) Name
- (2) SSAN
- (3) Type of civilian (contractor)
- (4) Operation and system supported
- (5) Agency/Company 24/7 point of contact with telephone number, cognizant contracting office with telephone number, location, and date entering and leaving the location.

c. A userid and password are required for log-on to CIVTRACKS. Brief instructions are posted to the Collaboration Center on the Army Knowledge On-Line (AKO) website. To subscribe to the Civilian Personnel Community in the AKO Collaboration Center and open the appropriate file:

- (1) Log on to AKO.
- (2) Sign in.
- (3) Select the "Collaborate" tab.

(4) Select "Army Communities" in the left-hand window.

(5) Select "Personnel".

(6) If you have not already subscribed, "Civilian Personnel" should appear in the unsubscribed Army Communities Section of the right-hand window. Simply check it and select "subscribe" on the tool bar. (On-line help is also available here.)

(7) Select "CIVTRACKS Access_File".

d. Initially, deployed personnel shall enter data into CIVTRACKS before departing home station. The deployed employee has ultimate responsibility for ensuring data is updated each time the deployed individual changes duty location, e.g., upon arrival/departue from CONUS Replacement Center (CRC); upon arrival at the supported unit/organization; assignment to another unit/location; departure from the unit of assignment, etc. Data must be updated each and every time there is a change in duty location while deployed.

e. To protect the integrity of data captured in CIVTRACKS, individuals inputting data will not be able to immediately retrieve data from the system. Once data is submitted, it is protected by a firewall, and only authorized personnel with the appropriate user ID and password will be able to extract data from the system in the form of reports.

2. Management.

a. During a crisis situation or deployment, DA civilians are under the command and control of the on-site supervisory chain. Within the area of operations, this chain is headed by the Theater Commander, who is the senior military commander and responsible for completion of the mission and the safety of all deployed military, DA civilians, and contractor employees. However, for contractor employees, indirect command and control is tied to the terms and conditions of the contract and is achieved through contract modifications and assimilation of Theater Commander directive/orders. Therefore, contractual language takes precedence over the contractor's internal organizational/corporate policies. The Contracting Officer is the only Government official with authority to modify the requirements or terms and conditions of the contract.

b. The contractor shall ensure that all contractor and subcontractor employees comply with all applicable guidance, instructions, and general orders issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety. Should there be a conflict with contractual provisions, the Procuring Contracting Officer will be immediately notified to resolve any conflict.

c. The contractor shall comply and shall ensure that all deployed prime contract employees and subcontractor employees comply with pertinent Department of the Army and Department of Defense directives, policies, and procedures, Federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces and or U.S. citizens in the area of operations. The Contracting Officer will resolve disputes.

d. The contractor shall at all times be responsible for the professional conduct of its employees and for the employees of its subcontractors.

e. The contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all contractor employee performance and conduct problems identified by the cognizant Contracting Officer or his/her designated representative.

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

3. Risk Assessment and Mitigation.

- a. The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.
- b. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.
- c. The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation.
- d. If a contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement must be complete within 72 hours, unless otherwise directed by the Contracting Officer.
- e. The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations, and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.
- f. As required by the operational situation, the government may, at its discretion, relocate contractor personnel (who are citizens of the United States, aliens in residence in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The State Department has responsibility for evacuation of non-essential personnel.

4. Funding.

- a. The contractor will prepare plans for support of military operations as required by contract or as directed by the Contracting Officer.
- b. The contractor will provide a cost estimate within 24 hours of a tasking by the contracting officer (or other time period as determined by the Contracting Officer).

5. Force Protection.

While performing duties in accordance with the terms and conditions of the contract, the Army Theater Commander will provide force protection to contractor employees commensurate with that given to Department of the Army civilians in the operations area unless otherwise stated in the contract.

6. Legal Assistance.

- a. While contractor employees are processing for deployment at the CRC or deployed in the theater of operations, the government shall provide limited legal assistance in accordance with the following conditions:
- b. If provided overseas, the legal assistance is in accordance with applicable international or host nation agreements.
- c. The legal assistance is limited and ministerial in nature, (e.g., witnessing signatures on documents and providing notary services) legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to powers of attorney and advanced medical directives), and help retaining non-DOD civilian attorneys.

7. Central Processing and Departure Point.

a. Fort Bliss, Texas is the primary CRC supporting the U.S. Army Central Command (CENTCOM) Area of Responsibility for current operations. Overflow will process at the secondary CRC location for CENTCOM at Fort Sill, Oklahoma. (NOTE: Fort Benning, Georgia will continue to process personnel supporting operations in the Balkans and CJTF-180.) Contractor employees deploying OCONUS must process through one of these CRCs unless the contractor requests and receives a waiver from the Contracting Officer. A request for waiver must contain the contractor's certification that he is capable of providing adequate training and providing relevant information to his employees prior to deployment.

b. All contractor personnel processing through the CRC must make reservations for processing and for government-provided air transportation to the CENTCOM Theater of Operations through the Total Army Personnel Command (PERSCOM) at least 14 days in advance by calling PERSCOM Deputy Chief of Staff for Operations and Plans, Mobilization Division, at 1-800-582-5552, extension 1427. Failure to coordinate at least 14 days in advance for CRC reservations or air travel, or arriving without passport and visa, may result in individuals being returned to home station/point of origin at unit/agency expense or experiencing extensive delays in deployment. Visas are required for travel to the CENTCOM theater until further notice. The SMDC Deputy Chief of Staff, Personnel can also provide assistance in making appointments.

c. When scheduling support through this reservation system, the following information is required:

(1) Name, rank and social security number. (Unless otherwise noted on the LOA, contractor personnel are identified as "Contractor" with either GS-12E or GS-13E equivalency depending on whether or not responsibilities include supervising/managing other contractor personnel. There are no other rank equivalencies for contractors.)

(2) Destination.

(3) Whether or not Government provided air transportation is needed.

(4) Latest arrival date, i.e., the latest date personnel can arrive in theater and still accomplish the mission.

(5) Contracting agency with POC and telephone number.

(6) The authority for the individual to deploy, e.g., LOA from the contracting officer.

(7) A 24/7 corporate POC, telephone number, and email address.

d. Contractors shall assure that their employees conclude as much of the pre-deployment processing and training requirements as possible at their home station prior to arrival at the CRC. Contractor employees should bring an Individual Readiness File, including two copies each of medical and dental examinations (less than 12 months old), a 180-day supply of necessary medical prescriptions, and a current eyeglass prescription. One copy will ship with the employee, and the other will be retained on file at the CRC.

e. Contractors embedded with units in a habitual relationship, such as systems support contractors for units, will conduct readiness and deployment processing and travel with the supported units.

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

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

8. Standard Identification Cards.

a. The Common Access Card may be obtained through the Redstone Arsenal Military Personnel Office, Building 3494. Prior to reporting to the Military Personnel Office, each contractor employee must:

(1) Complete DD Form 1172-2, Application For Department of Defense Common Access Card, Defense Enrollment Eligibility Reporting (DEERS) Enrollment. The DD Form 1172-2 may be obtained at <http://www.dmdc.osd.mil/smartcard> (Library/General Info section).

(2) Set up an Army Knowledge Online (AKO) account to establish a "us.army.mil" e-mail address (block 23 of the DD Form 1172-2). The Army Portal for the AKO may be accessed at https://www.us.army.mil/portal/portal_home.jhtml.

(3) Obtain on the DD Form 1172-2 the signature of the Contracting Officer, the Contracting Officer's Representative, the Project Manager, or the Technical Monitor. The signature authority must have on record at the Redstone Arsenal Military Personnel Office a properly completed DD Form 577, Signature Card.

b. Information regarding any other identification requirements may be accessed through Fort Benning's CRC website at <http://www.benning.army.mil/CRC>.

c. The Contracting Officer or his designated representative shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.

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

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

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

9. Medical.

a. The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations. Information regarding medical information and forms may be obtained at <http://www.benning.army.mil/CRC>.

b. The government may require medical screening at the CRC for Food and Drug Administration approved immunizations, which may include DNA sampling.

c. The government, at its discretion and subject to availability, may provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations.

d. Deploying civilian contractor personnel shall take adequate precautionary measures to mitigate the occurrence of medical emergencies related to their physical requirements while in the theater of operations, taking into account possible difficulties in obtaining appropriate medications and supplies. For example, deployed individuals should consider additional eyeglasses, a 180-day supply of required medications, pre-deployment dental work, etc.

10. Clothing and Equipment Issue.

a. Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. If required, the government, at its discretion, may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE) and Chemical Protective Equipment (CPE) according to the theater to which they are deploying. Personal clothing such as battle

dress uniform, boots, etc., will not be issued. An individual's status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited for operational reasons.

b. Contractor employees not deploying through the CRC will receive their OCIE/CPE issue through the supported unit. Contractor employees deploying into theater from OCONUS locations will be issued OIE and CPE from the Central Issue Facility at their OCONUS location.

c. The contractor shall assume responsibility and accountability for these items and shall sign for all issued OCIE, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.

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

11. Weapons and Training.

a. Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, contractor personnel will not possess personally owned firearms in the AO.

b. The Theater Commander may, at his discretion, issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Only military issued ammunition may be used in the weapons.

c. Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the Theater Commander.

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

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

f. Upon redeployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.

12. Vehicle and Equipment Operation.

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

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

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

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

13. Passports, Visas and Customs.

a. The contractor or contractor employee is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s) identified by the Contracting Officer.

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

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

14. Reception, Staging, Onward Movement and Integration.

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

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

15. Living under Field Conditions.

The government, at its discretion, may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract. Any conflicts will be resolved by the Contracting Officer.

16. Morale, Welfare, Recreation.

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

17. Status of Forces Agreement and other Laws.

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

18. Equitable Adjustment.

a. If the Contracting Officer directs the contractor to perform in OCONUS areas in support of contingency operations/exercises under this contract, the contractor may submit a claim for equitable adjustment under this provision. Such equitable adjustment may include additional compensation to contractor employees if necessary to obtain or retain personnel to perform in hazardous OCONUS areas. However, no such performance shall be undertaken or continued without the express approval or direction of the Contracting Officer.

b. Equitable adjustment claims under this contract may include hazardous duty salary premiums of up to 25%, depending on the severity of the conditions in question.

c. Increased travel, lodging, food, security, and other costs associated with performance in OCONUS areas are also elements which may be included in equitable adjustment claims under this provision, if applicable. Such additional costs will be dependent to some extent on the level of government-furnished support services in the OCONUS area in question.

d. For purposes of this provision, a hazardous OCONUS area shall be any OCONUS area which is listed on the current travel warnings list at the Department of State website.

19. Tour of Duty/ Hours of Work.

a. The Contracting Officer shall provide the contractor with the anticipated duration of the deployment.

b. The contractor may rotate employees into and out of the OCONUS deployment area, provided that no degradation in mission results and that personnel who have been deployed less than 179 days shall only be rotated in emergency situations. For purposes of this provision, the term "emergency" means medical or family crisis situations where the employee in question could not reasonably be expected to complete a minimum 179-day tour of duty in the deployment area. The contractor will coordinate all personnel moves with the Contracting Officer. The Contracting Officer will make the final determination as to whether an emergency situation exists under this provision.

c. The Contracting Officer shall provide the contractor with anticipated work schedule.

d. The contractor shall comply with all duty hours and tours of duty identified by the Contracting Officer or his/her designated representative.

e. The Contracting Officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

20. On-Call Duty or Extended Hours.

a. The contractor shall be available to work extended hours to perform mission essential tasks as directed by the Contracting Officer.

b. The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the Contracting Officer.

c. The Contracting Officer, or his/her designated representative, will identify the parameters of "on-call" duty.

d. If appropriate, the Contracting Officer may negotiate an equitable adjustment to the contract.

21. Workman's Compensation, Health and Life Insurance.

The contractor shall ensure that worker's compensation insurance under the Defense Base Act is consistent with FAR clauses 52.228-3 and 52.228-4. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles.

22. Next of Kin Notification.

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card. A copy of this form will be maintained at the CRC, a copy will be forwarded to the DA Casualty and Memorial Affairs Operations Center, and a copy will be hand carried by the contractor employee to the theater of operations. If the CRC is not utilized, copies of the form shall be furnished to the contractor. The contractor is responsible for next of kin notification, but may be accompanied by an Army representative if desired.

23. Return Procedures.

a. Upon notification to the contractor of redeployment, the Contracting Officer will authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.

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

c. The contractor shall provide the Contracting Officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

24. Special Legal.

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

25. Security and Background Checks.

The contractor shall ensure all applicable security and backgrounds are performed on all personnel (to include subcontractor personnel) in support of this contract.

(End of Clause)

DIRECTED SUBCONTRACTORS

a. Based on technical requirements, the Government may, from time to time, direct the prime contractor to utilize a specific subcontractor in the performance of all or a portion of a given Technical Directive (TD). The directed subcontractor may include other Government organizations and/or Universities.

b. Such direction shall not be deemed to affect the privity of contract between the prime and subcontractor. Neither shall such direction be deemed to constitute personal services.

LABOR CATEGORY DEFINITIONS

The applicable Government labor categories are shown at Exhibit IV to this contract.

TECHNICAL DIRECTIVE PROCEDURE

a. The contractor shall incur costs under this contract only in the performance of Technical Directives (TDs) and revisions to TDs issued by the Technical Monitor (TM). No other costs are authorized without the express written consent of the Contracting Officer.

b. Technical Directives will be issued by the Technical Monitor to the contractor incorporating (i) the specific effort to be performed; (ii) the required deliverables; (ie) the required delivery dates or overall period of performance; (iv) any Government-furnished property; and, (v) the Not-To-Exceed (NTE) amounts for each Contract Line Item Number (CLIN), if applicable. Contract Line Item Number 0001, Installation Protection Program (IPP) Activity, will be broken out in each TD to include site assessment and design; equipment installation and fielding; installation exercise; integrated logistics support; system modernization; and program management. Deliverables may consist of plans, charts, reports, briefing notes, tabulations, view graphs, computer software, materials, and presentations, as appropriate.

c. Technical Directives will be issued by the Technical Monitor in Microsoft Word format for Services and Supplies. A revision to a TD will be issued as necessary and will be identified by an alpha designation following the TD number indicating the revision sequence.

d. Upon the award of the contract or the award of an award term, the Government will issue a TD that provides for Program Management.

e. The contractor shall submit to the TM a Technical Directive Management Plan (TDMP) (see CDRL A001) within ten (10) calendar days after receiving the TD. The TDMP shall provide the contractor's detailed approach to accomplishing the requirements of the task and will identify the contractor's overall estimate for completing the task. An oral presentation may be required in addition to the TDMP. Specific direction will be provided by the TM.

h. The contractor shall initiate task performance promptly upon receipt of a fully executed TD including signature/approval by both the Technical Monitor and the Contractor Representative.

i. Changes. The contractor **cannot** exceed the DPPH or costs specified in each TD without the approval of the Technical Monitor via an amendment to the TD. Any changes to task content, total DPPHs, estimated cost, schedules, and deliverables shall be documented by a modification to the TD.

USE OF GOVT SOURCES OF SUPPLY

a. Government sources of supply may be utilized for purchases necessary in the performance of this contract. Clauses at FAR 52.251-1 and DFARS 252.251-7000 are applicable.

b. Only for purchases charged directly to this contract shall title vest with the Government. For property charged as an indirect cost, title shall vest with the purchaser.

CLAUSES INCORPORATED BY FULL TEXT

PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Technical Monitor noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

Joint Project Office Guardian (JPOG)
ATTN: Insert Technical Office POC
5109 Leesburg Pike
Skyline #6 Suite 401B
Falls Church, VA 22041-3203
Huntsville, AL 35807-3801

e. The Technical Monitor shall process the request in accordance with JPOG Policy.

f. If there is no response within 30 days, the Contractor shall resubmit the request to:

Joint Project Office Guardian (JPOG)
ATTN: Public Affairs Office
Address:
Address:

e. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor.

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

a. The following terms applicable to this clause are defined as follows:

(1) Technical Document. Any recorded information that conveys scientific and technical information or technical data.

(2) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.

(3) Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated

lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

b. Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

(1) DISTRIBUTION STATEMENT F - Further dissemination only as directed by Joint Project Office Guardian Public Affairs Office (JPOG-PAO) or higher DOD authority.

(2) WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

c. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The Joint Project Office Guardian is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the following:

Name	Office symbol	Phone Number
TBD		

b. Technical direction, as defined in this clause is the process by which the progress of the contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving test plans; approving preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The contractor agrees to accept technical direction only in the form and procedure set forth herein below.

c. Except for routine discussions having no impact on contractor performance, any and all technical direction described in paragraph b. above shall only be authorized and binding on the contractor when issued in writing and signed by a Government official designated in a. above. The Technical Direction shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the Scope of Work, price,

schedule, or the level of effort required by the contract. Such changes must be executed by the Contracting Officer as a Modification-Change Order, or as a Modification-Supplemental Agreement, as appropriate. It is emphasized that such changes are outside the authority of the Government officials designated in a. above who are not authorized to issue any directions which authorize the contractor to exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any Technical Directive, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

H-. KEY PERSONNEL:

a. The key personnel listed in paragraph b below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the contractor shall obtain written consent of the contracting officer. In order to obtain such consent, the contractor must provide advance notice of the proposed changes and must demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

b. Key Personnel List:

<u>NAME</u>	<u>POSITION</u>
<u>TO BE DETERMINED</u>	

(This list shall be negotiated by the parties. Personnel identified as key individuals in the offeror's proposal shall be candidates for this list, however, it is not intended that all such proposed key individuals must be listed in this clause.)

METRIC AND PRODUCT ASSURANCE REQUIREMENTS: The contractor shall assure that all deliverables under this contract shall meet industry standards of quality and, where practical, metric measurements.

NOTICE REGARDING ORGANIZATIONAL CONFLICT OF INTEREST (OCI) AGREEMENTS (FAR 9.5):

a. Responsibility lies with the prime contract offerors to ensure that both they and their proposed subcontractors are not restricted from participating in this proposed acquisition due to an OCI clause in any U.S. Government contract.

b. Any offeror who has signed, as well as all proposed subcontractors who have signed, a contract with an OCI agreement as either a prime contractor or subcontractor under any such contract shall submit a written application to the US Army Space and Missile Defense Command (USASDC) Contracting and Acquisition Management Office (CAMO), via email to Michele.Williams@smdc.army.mil, to obtain approval to participate in this acquisition (if the technical area of your current contract/subcontract is the same as or is closely related to Guardian Lead Systems Integrator Scope of Work).

c. Further, if either the prime (or any of its proposed subcontractors) is currently performing (or in process of proposing on) an effort that appears to have a potential conflict with the upcoming Guardian LSI role, the prospective prime contractor shall submit a written application to US Army Space and Missile Defense Command (USASDC) Contracting and Acquisition Management Office (CAMO), via email to Michele.Williams@smdc.army.mil, to obtain approval to participate in this acquisition.

d. The offeror(s) with either of the potential OCI restrictions, described in paragraphs b. or c. above, shall provide electronically (either via email or on a floppy disk/zip disk/CD in MS Word or Acrobat .pdf Format): (i) the prime contract or subcontract OCI clause, as necessary; (ii) a copy of each contract Scope of Work (SOW); (iii) a copy of each task order (T/O), technical directive (TD), or task assignment (TA) performed or being performed by the offeror; and (iv) the government technical point of contact (including his/her current email address, office symbol, and telephone number) for each contract SOW, T/O, TD and/or TA submitted for review. Each file on the email/disk shall be identified by Contract Number, followed by T/O, TD, and/or TA number if applicable. The email/disk shall also include a file entitled, Table of Contents, which shall include all contracts, T/Os, TDs, and TAs with the name, current email address, office symbol, and telephone number of the government technical point of contact.

e. All requests made pursuant to paragraphs b. and c. above shall be submitted to arrive at the Guardian LSI RFP issuing office not later than ten (10) calendar days after the date of issuance of the solicitation. If, however, any potential offeror, prime contractor or subcontractor, wishes such a determination before the final RFP is issued, submission of the request should be submitted immediately in accordance with paragraphs b., c., and d. above.

ASSIGNMENT OF RIGHTS: Per DFARS 252.227-7020, Rights in Special Works, all works first produced, created, or generated under the contract and required to be delivered must contain the following notice: "© (Year date of delivery) United States Government, as represented by the Secretary of Army. All rights reserved." In addition, the contractor hereby relinquishes any rights to use or disclose such works.

MINIMUM INSURANCE LIABILITY: Pursuant to the requirements of the contract clause 52.228-7, "Insurance – Liability to Third Persons," the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

a. Workman's Compensation and Employers' Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employers' liability coverage in the minimum amount of \$100,000 is required.

b. General Liability Insurance: Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, is required on the comprehensive form of policy; however, property damage liability insurance is not required.

c. Automobile Liability Insurance: This insurance is required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is required.

COMMERICAL COMPUTER SOFTWARE LICENSES: Unless otherwise approved by the Contracting Officer, commercial computer software licenses shall be obtained in the name of the U.S. Government and a copy of the negotiated license shall be furnished to the Contracting Officer. Per DFARS 227.7202, the terms of the licenses shall not be inconsistent with Federal procurement law and must satisfy user needs. This includes the contractor's/subcontractor's needs for the software to perform this contract and the Government's needs for the software to accomplish the Government's ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to re-host software on a different computer, and to permit use by support contractors.

Continuation of DoD Contractor Services At Government Facilities Within Conus

1. Contractor personnel who normally provide services at government facilities and who are designated as emergency personnel by a DoD Component are expected to use all means at their disposal to continue to provide such services, in accordance with the terms and conditions of the contract, during periods of crisis situations.
2. To ensure that emergency personnel services under the contract are performed and/or delivered by the contractor during times of heightened security and/or limited access to a government facility, the Task Order Monitor/Technical Monitor and prime contractor in coordination with the Contracting Officer may enter into an agreement that the hours/duties specified in the contract/Task Order may be worked at varying times and locations as long as such is consistent with the Government's requirement and will have no negative impact on the quality of the effort to be performed. The Task Order/Technical Monitor shall immediately seek approval of the Contracting Officer of any such agreement.
3. The Contracting Officer may take any of the following actions, depending on the severity and length of the situation:
 - a. In accordance with FAR 52.242-15, the Contracting Officer may, at any time, issue a written stop-work order to stop all or any part of the work called for under the contract. If a stop work order is issued, the contractor is required to take all reasonable steps to minimize the incurrence of costs allocable to the stopped work.
 - b. Direct contractor personnel designated mission essential emergency personnel to report to their duty station at government facilities as usual for continuing work not subject to any stop work order.
 - c. Direct non-essential contractor personnel who normally work at government facilities to report to their corporate office as their temporary duty station for work not subject to any stop work order.
 - d. Direct, on a case-by-case basis, non-essential contractor personnel who normally work at government facilities to telecommute for performance of work not subject to any stop work order.
4. For Task Orders performed under emergency situations within CONUS, the hours worked shall be billed at the rates specified in the Task Order, regardless of where performance takes place. This provision in no way relieves the contractor from performance of the direct productive person hours (DPPHs) as stated in the Task Order.
5. When required in emergency/crisis situations, the contractor shall report daily to the Technical Monitor the status and location of all DoD contractor employees. The Technical Monitor shall relay such information to the Contracting Officer.
6. Nothing in this provision shall be construed to change any element of the contract or the terms and conditions therein.

YEAR 2000 COMPLIANCE:

The Contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined in FAR Part 39.

OTHER DIRECT COSTS

a. Travel Reimbursement

g. The Government will reimburse the Contractor for TDY/nonlocal travel as determined to be necessary for the performance of assigned tasks and as approved by Technical Monitor within his/her authority as granted in the contract and his/her technical directive.

(2) The Government will reimburse the Contractor for actual transportation fare via the most direct routes (non-first class) between place of origin and destination. Cost for delays enroute (excluding Government-caused delays) will not be reimbursed. Per Diem will be paid at Joint Travel Regulation (JTR) rates. To the extent available, suitable Government quarters, messing, and surface transportation facilities may be used. Indirect expense is allowable if travel is normally part of the Contractor's allocation base.

(3) The Government will not reimburse the Contractor for local travel. Local travel is defined as travel within the area of a 50-mile radius of the primary place of performance.

b. Other Costs. The Government will reimburse the Contractor for other costs (e.g. material, equipment, reproduction for deliverables, etc.) as deemed necessary for the performance of assigned tasks and as approved by the Contracting Officer. Specific criteria and allowances will be incorporated in technical directives executed pursuant to the terms and conditions of this contract. G&A expenses are allowable.

COST SAVINGS INCENTIVE

TO BE DEVELOPED

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.222-48	Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain ADP, Scientific and Medical, and/or Office and Business Equipment - Contractor Certification	AUG 1996
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CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY REFERENCE

252.243-7002	Requests for Equitable Adjustment	MAR 1998
52.222-29	Notification Of Visa Denial	JUN 2003
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
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 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	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
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
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
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 On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-48	Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain ADP, Scientific and Medical, and/or Office and Business Equipment - Contractor Certification	AUG 1996
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.225-1	Buy American Act--Supplies	JUN 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	OCT 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-14	Rights in Data--General	JUN 1987
52.227-15	Representation of Limited Rights Data And Restricted Computer Software	MAY 1999
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
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
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-25	Prompt Payment	OCT 2003
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	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
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-18	Special Test Equipment	FEB 1993
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
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
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7011	Notification to Delay Performance	JUN 1998
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7003	Permit From Italian Inspectorate of Labor	JUN 1997
252.222-7004	Compliance With Spanish Social Security Laws and Regulations	JUN 1997
252.222-7005	Prohibition on Use of Nonimmigrant Alien--Guam	SEP 1999
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7003	Report of Intended Performance Outside the United States	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States	APR 2003
252.225-7013	Duty-Free Entry	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
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
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
252.227-7021	Rights In Data--Existing Works	MAR 1979
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
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7003	Capture and Detention	DEC 1991
252.228-7006	Compliance With Spanish Laws and Insurance	DEC 1998
252.231-7000	Supplemental Cost Principles	DEC 1991
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.242-7000	Postaward Conference	DEC 1991
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
52.216-8	Fixed Fee	MAR 1997

CLAUSES INCORPORATED BY FULL TEXT

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within _____ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

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

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

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

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

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

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

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

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

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

TO BE COMPLETED AT AWARD

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TO BE COMPLETED AT AWARD

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.246-1	Contractor Inspection Requirements	APR 1984
52.246-23	Limitation Of Liability	FEB 1997

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (JUN 1998)

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

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

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491.

(End of clause)

252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)

(a) Applicability. This clause applies to works first created, generated, or produced and required to be delivered under this contract.

(b) Definitions. As used in this clause:

- (1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
- (2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Unlimited rights" means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term "works" includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) License rights.

(1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this contract.

(2) When a work is first produced, created, or generated under this contract, and such work is required to be delivered under this contract, the Contractor shall assign copyright in those works to the Government. The Contractor, unless directed to the contrary by the Contracting Officer, shall place the following notice on such works: "<Copyright> (Year date of delivery) United States Government, as represented by the Secretary of (department). All rights reserved."

For phonorecords, the "<Copyright>" markings shall be replaced by a "P".

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, the Contractor's copyrighted works not first produced, created, or generated under this contract that have been incorporated into the works deliverable under this contract.

(d) Third party copyrighted data. The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works--

(1) Has affixed to the transmittal document a statement of the license rights obtained; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) Indemnification. The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, use, modification, reproduction, release, performance, display, or disclosure of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such works.

(f) Government-furnished information. Paragraphs (d) and (e) of this clause are not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this contract.

(End of clause)

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date _____

Name and Title of Authorized Official _____

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTSSECTION J – LIST OF ATTACHMENTS AND EXHIBITS

TITLE	DATE	NO. OF PAGES
Information to Offerors or Quoters (DD Form 1707)	N/A	1
Solicitation, Offer, and Award (SF 33) and Continuation Sheets	18 Nov 03	85
Scope of Work, with Attachments, for Guardian LSI IPP (Included under Section C of the Solicitation)	17 Nov 03	12

ATTACHMENTS

1	Past Performance Evaluation and Letter	Undated	8
2	Sample Technical Directive (TD)	To be Provided at a Later Date	

EXHIBIT

I	Award Term Plan	Undated	11
II	Contract Date Requirements List (CDRLS) With Attachment	17 Nov 03	13
III	DD Form 254, Contract Security Classification Specification	To Be Provided at a Later Date	
IV	Government Labor Categories	Undated	1
V	Joint Project Office Guardian Program Protection Plan (PPP), incorporated herein by Reference	To Be Provided at a Later Date	

Section K - Representations, Certifications and Other Statements of Offerors

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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 Representations, 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.

(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)

52.225-2 BUY AMERICAN ACT CERTIFICATE (JUN 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(b) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(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.

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

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

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

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a 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 \$25 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 clause)

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 contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as 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) of this provision _____ (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) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, 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.

h. 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.

(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 _____

(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)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

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

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001

CLAUSES INCORPORATED BY FULL TEXT

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

As a result of this solicitation, the Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) contract with Cost Reimbursable Materials and Travel. Direction will be given to the Lead System Integrator (LSI) via Technical Directives (TDs). It is anticipated that the TD's will be issued as CPFF in the beginning of contract performance; once the requirements become more fully developed, we anticipate issuing Firm-Fixed-Price (FFP) TDs or TDs with FFP elements.

(End of clause)

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 Ms. Michele Williams, Contracting Officer, U.S. Army Space and Missile Defense Command, ATTN: SMDC-CM-CS, P.O. Box 1500, Huntsville, AL 35807-3801.

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

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

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

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by $45 = \$17.78$).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of clause)

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):

www.arnet.gov

(End of provision)

INSTRUCTIONS FOR SUBMISSION OF A CONTRACT PRICING PROPOSAL WHEN OTHER THAN COST OR PRICING DATA ARE REQUIRED: Cost proposals shall be submitted in accordance with FAR 15.408(l) and with 15.403-5. In submitting their proposal, the offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace. In addition, provide the following:

a. Section I: For pricing purposes, provide an estimated start date of the effort. Include the proposed contract type and period of performance. Provide any other General Information that may be beneficial in evaluation of your proposal.

b. Section II: Provide the following information on the first page of your pricing proposal:

- (1) Solicitation number;
- (2) Name, address, and e-mail address of offeror;
- (3) Name, telephone number, and e-mail address of point of contact at contractor's facility;
- (4) Name, address, voice telephone number of contract administration office;
- (5) Name, address, voice telephone number, fax number, and e-mail address of cognizant Defense Contract Audit Agency;
- (6) Type of contract (that is, FFP, FPI, CPFF, CPFF Level of Effort, etc.);
- (7) Proposed cost; profit or fee dollars, cost of money dollars, and total for overall contract;
- (8) Place(s) and period(s) of performance;
- (9) Whether your organization is operating under an accounting system that has been approved for cost type contracts. Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
- (10) A listing by Line Item Number of each line item's applicable cost, fee, COM, and total dollars;
- (11) Date of submission; and
- (12) Name, title and signature of authorized representative.

c. Section III: Provide a cost element breakdown by Contract Line Item Number (CLIN) by contractor fiscal year (CFY). Do NOT provide a breakdown by WBS, but insure that hours in the Technical volume are trackable to the Cost Volume.

d. Section IV: Provide a grand total rollup summary by cost element breakdown by CFY.

e. Section V: Complete the following Request for Rate Information Form for the prime contractor, for each interdivisional, and for each subcontract proposal that is either greater than \$10,000,000 or greater than 10% of the prime contractor's proposed price and greater than the cost or pricing data threshold.

Request for Rate Information

(Note to contractor: <u>Please</u> verify that this is the correct DCAA and DCMC that has cognizance over you and that you are providing their latest correct addresses and phone numbers.)	
<u>DCAA Address</u>	<u>DCMC Address</u>
<u>Voice Phone Number:</u> ()	<u>Voice Phone Number:</u> ()
<u>E-Mail Address:</u>	<u>E-Mail Address:</u>
<u>Fax Phone Number:</u> ()	<u>Fax Phone Number:</u> ()

<u>Type of Contract:</u> CPFF () CPFF LOE () CPAF () CPAF LOE () CPIF () CPIF LOE () FPI () FPI LOE () FFP () FFP LOE () OTHER _____ ()
<u>Proposed \$ Amount:</u> (Note to contractor: If this is not a straight addition to a contract or new contract, provide explanation, i.e. \$ _____ Deleted from contract; \$ _____ Added to contract; \$ Net change to contract _____.)
<u>Proposal Identifying Numbers:</u> (Note to contractor: Such as RFP number, Contractor Proposal No. - Explain type of identifier.)
<u>Contractor Name:</u>
<u>Contractor Address:</u> (Note to contractor: include division and zip code)
<u>Prime Contractor</u> () <u>Subcontractor</u> () If subcontractor, provide Prime contractor name:
<u>Small Business</u> () <u>Large Business</u> () <u>8a Contractor</u> ()
<u>Title of Effort:</u> (Note to contractor: Include any applicable contract modification numbers here.)
<u>Point of Contact at Contractor's Facility:</u>
<u>POC's phone number:</u>
<u>POC's Fax number:</u>
<u>POC's E-Mail Address:</u>

Note to contractor: Provide in the following chart ALL rates, (Direct, Indirect and Other Direct Cost rates) which are included in your proposal. Insure that DCAA has a complete “full-up” copy of your proposal. Also insure that DCAA has the backup to all proposed rates. *(Referencing other pages in the proposal as a substitute for completing the Chart is UNACCEPTABLE!)*

<u>Category</u>	Base* in Proposal to Which <u>Rate is Applied</u>	<u>Proposed Rate</u>	<u>Contractor Fiscal Year</u>
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(Note to contractor: Include full description to enable DCAA to identify category referenced)

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* Examples of Bases: For Direct Labor the base might be hours; for Overhead the base might be Direct Labor Dollars; For Fee the base might be Labor plus Overhead plus Other Direct Cost.

Type of System	Applicability to this contract	If applicable, Date of Approval, Point of Contact and POC phone number
Accounting System		
Cost Accounting Standards Disclosure Statement		
Purchasing System		
Estimating System		
Material Management Accounting System		

In the space below, list and explain all Non-Compliance with Cost Accounting Standards issues as well as Accounting, Estimating, Material and Purchasing System deficiencies. Also explain their applicability to this proposal and actions taken by you to correct the deficiencies (or comments on the deficiencies).

f. Section VI: Provide a breakdown of labor rates by Contractor Labor Category title (as recognized by DCAA) for the basic effort and options, if proposed, and each CFY, as follows: Equate the contractor labor category titles shown below to each labor category contained in the solicitation. See chart below for an example of how to complete this table.

TABLE 1 - CLIN Level, Contractor Fiscal Year Level

Contractor Labor Category(a)	Base Labor Rate (b)	Escalation Rate (c)	No. of Months (d) at Proposed Escalation Rate	Month/Year to Which you are Escalating	Escalated Labor Rate

TABLE 1, Continued - CLIN Level, Contractor Fiscal Year Level

Contractor Labor Category (a)	Uncompensated O/T Percentage (e)	Rate Including Uncompensated O/T

(a) Contractor Labor Category - Provide contractor category title(s) or name(s) of individual(s), as applicable.

(b) Base Labor Rate - Provide base labor rate and effective date of payroll register from which base labor rates were obtained. Provide starting date of base rate for subsequent CLINs.

(c) Escalation Rate - Provide escalation rate and source of escalation - i.e. Data Resources Incorporated recommendations, company experience (provide escalation rates experienced over the last two years, if applicable), etc. Add escalation rate and number of month columns as necessary to accommodate for additional different escalation rates within the same Contractor Fiscal Year rate calculation.

(d) Number of Months at the proposed escalation rate - In the first year, begin escalation at payroll register date.

(e) Uncompensated Rate - Provide uncompensated overtime percentage; example of computation follows, including number of hours per week which are proposed as uncompensated hours.

45 hours proposed on a 40 hour work week basis = $45/40 = 12.5\%$ uncompensated overtime percentage.

OR

Contractor, provide the following rationale for the basic effort and options if you are proposing future labor rates in accordance with a forward pricing rate agreement/forward pricing rates.

CLIN Level
Contractor FY Level

Contractor Labor Category (a)	Labor Rate by CFY	Effective Date of Rate	Number of Months

(a) Contractor Labor Category - Provide contractor category title(s) or name(s) of individual(s), as applicable.

SECTION VI CHART EXAMPLE

CLIN 1

Government Category	Contractor Category	Base Rate a/o 1/98	Esc Rate	# Mos @ Prop Esc Rate	Mo/Yr To Which Escalated	Escalated Rate	Uncomp O/T %	Rate Incl Uncomp O/T
Laser Technician	Sr Tech I	\$50.00	3% per yr	14 months	3/99	\$51.75	10%	\$47.05
Laser Technician	Sr Tech II	\$45.00	3% per yr	14 months	3/99	\$46.57	10%	\$42.34
Laser Technician	Tom Sawyer	\$50.00	3% per yr	14 months	3/99	\$51.75	10%	\$47.05
Laser Technician	Harry Truman	\$45.00	3% per yr	14 months	3/99	\$46.57	10%	\$42.34

Note: The above chart is provided as an example only. The contractor categories, escalation rate, uncompensated overtime percentage, labor rates and dates are fictitious. Your chart should show your company's labor categories (as recognized by DCAA) or individuals' names, the appropriate escalation,

uncompensated overtime percentage (if applicable), labor rates, and the appropriate dates. The chart provides examples using contractor labor categories (Sr Tech I and Sr Tech II) and one using individual names (Tom Sawyer and Harry Truman). The above chart shows a breakdown for Laser Technician for CLIN 1 only. You would need to provide similar information for Laser Technician for other CLINs (or provide an explanation of how the rates are computed for future periods). You would need to provide similar information for all RFP categories (Chief Laser Engineer, Laser Engineer, Chief Optical Engineer, Optical Engineer, Optical Technician, Engineer Technician, Chief Software Engineer/Analyst, Software Engineer/Analyst, Computer Programmer, Computer Technician, Electrical/Electronics Engineer, Electrical/Electronics Technician.)

g. Section VII: Based on the information included in Section VI above, provide labor cost tables, by CLIN, by CFY, showing hours proposed by contractor labor category, labor rate, and resulting total labor dollars.

h. Section VIIIa: Provide a breakdown of indirect rates by Contractor Category title (as recognized by DCAA) for the basic effort and options, if proposed, broken down as follows:

Contractor Indirect Category	Indirect Rate by CFY	Effective Date of Rate	Number of Months

i. Section VIIIb: Provide the actuals for the last two (2) years for all indirect rates which you are proposing. If a comparison of this procurement’s rates to prior year rates is not applicable, so state and state reason for differences.

j. Section VIIIc: Provide the computations (i.e. breakdown of expenses, base) for each proposed indirect rate.

k. Section X: If interdivisional transfers of cost are applicable, provide the following for each division:

1. Information in Section II of L. for each division.
2. A cost element breakdown by CLIN by CFY. In addition, provide a Grand Total rollup summary by cost element breakdown.
3. Explanations of each cost element as delineated in the instructions to the prime contractor in this announcement.

l. Section XI: For each subcontract proposal that is either greater than \$10,000,000 or greater than 10% of the contractor’s proposed price and greater than the cost and pricing data threshold, provide the following:

1. Information in Section II of L. for each division.
2. A cost element breakdown by CLIN by CFY. In addition, provide a Grand Total rollup summary by cost element breakdown.
3. Explanations of each cost element as delineated in the instructions to the prime contractor in this announcement.

m. Section XII: List all travel cost and provide the basis for pricing. Use the following chart to provide travel cost breakdown information in your proposal:

No. of Trips	No. of Persons	No. of Days	Per Diem Per Day	Airfare Per Trip	Car Rental per Day	Total Travel Cost

List all other direct cost (ODC) not otherwise included in the categories described elsewhere in this solicitation (e.g. computer, consultant service, etc.) and provide basis for pricing. For computer cost, describe the type of computer services

being priced, the number of computer hours (and the basis of those hours) and the rate per computer hour. For consultant cost, provide the agreement between your company and the consultant showing the rate per consultant hour. For ODC other than those described, provide the same level of detail as listed for the computer cost and consultant cost.

- n. Section XIII: Provide your completed CASB-CMF and DD Form 1861-1 for each Cost Accounting Period applicable to this proposal. Insure that your calculations are based on the latest Treasury Rate.
- o. Section XIV: DPPH: Following are the Government’s breakdowns of the DPPH level of effort under this solicitation /contract. Use these breakdowns in your proposal. The resultant contract will contain the DPPH shown below for each CLIN without any fiscal year breakdowns. If you split the DPPH between prime and subcontractor(s), or between contractor fiscal years, provide a chart that shows that the total proposed equals the number shown below.

CLINS	CFY	CFY	CFY

- p. Section XV: Provide your proposed fee/profit percentage and base.

NOTICE REGARDING ORGANIZATIONAL CONFLICT OF INTEREST (OCI) AGREEMENT(S)(FAR 9.5):

a. Responsibility lies with prime contract offerors to ensure that both they and their subcontractors are not restricted from participating in this proposed acquisition due to either of the following reasons:

- (1) An OCI clause in any U.S. Army Space and Missile Defense Command (USASMDC) contract,
- (2) Work performed under any Government contract that would result in a potential conflict as set forth in FAR 9.5.

b. Any offeror who has signed or any of whose proposed subcontractors have signed a contract with an OCI agreement as either a prime contractor or subcontractor under any USASMDC contract shall submit a written request to the Request for Proposal (RFP) issuing office to obtain approval to participate in this acquisition (if such OCI agreement requires submittal of a written request and if the technology area is the same as or is closely related to the subject of this RFP). The request from offerors with an OCI restriction under a USASMDC prime contract or under a subcontractor to a USASMDC prime contract shall provide (i) a copy of the prime contract or subcontract OCI clause and (ii) a copy of each Scope of Work (SOW) or task assignment of the effort the offeror is performing or has performed. Four copies plus a copy for each office that has a SOW/task assignment of the above data shall be provided for review. A technical government point of contact, including name and office symbol, shall be provided for each SOW/task assignment submitted for review.

c. Any request pursuant to paragraph b. above shall be submitted to arrive at this RFP's issuing office not later than ten (10) calendar days from the date of issuance of this solicitation.

Section L SPECIAL INSTRUCTIONS FOR PREPARATION OF PROPOSALS

L.1 Submission of Proposals

In addition to copies required in the paragraph below entitled General, your response to this solicitation shall be submitted as follows:

One (1) copy of each of the Management, Technical, and Cost/Price proposals and one (1) copy of SF 33 and Section K, Representations, Certifications, and Other Statements of Offerors, to your cognizant Administrative Contracting Officer (ACO), whose name, address, and telephone number the offeror shall provide below:

ACO: _____

L.2 Instructions for the Completion of Solicitation Part I - The Schedule

The offeror shall complete the blank spaces in the following solicitation Schedule sections hereof:

- (1) SF 33: Complete Items 12 through 18 as applicable.
- (2) TO BE DEVELOPED

L.3 General

(1) These instructions provide guidance to the offeror in preparing the proposal and describe the approach for development and presentation of the proposed data in response to this solicitation.

(2) The proposal must comply fully with these instructions. Failure to do so may cause the proposal to be eliminated from consideration for award. The proposal shall include all of the information requested in these instructions. Alternate management or technical proposals are not allowed and will not be considered or evaluated by the Government.

(3) The offeror shall provide two one-hour pre-recorded videos on DVD. One of these shall be a one-hour management proposal presentation, and the other a one-hour response to the Sample Technical Directive (TD). The offeror's proposed Program Manager and other key personnel shall conduct the pre-recorded presentations.

(4) Briefing charts used during the video proposal shall be prepared using a font equivalent to Times New Roman 24 font or larger (on word charts) and not less than Times New Roman 16 font (on graphics charts such as flow charts, matrices, and diagrams.) Written portions of the proposal shall be prepared using a font equivalent to Times New Roman 10 font or larger and margins of not less than one inch (1") on both sides and top and bottom of pages. (LIMIT 50 PAGES TOTAL)

(5) The offeror should clearly state in their proposal how they intend to accomplish this contract. Mere acknowledgment or restatement of a requirement or task is not acceptable. Relevance to the effort listed herein is critical.

(6) The information in the proposal should be presented in a clear, coherent, and concise manner. The presentation shall be limited to the information that is necessary to convey a point and should not be overly elaborate.

(7) We require the receipt of unclassified proposals.

(8) In proposal Volume V, as well as Tabs A and E of Volume II, a single cross-reference table to the Statement Of Work (SOW) is required, but is not included in the stated page limitations. Offerors shall propose the entire

SOW. Title pages, tables of contents, lists of figures, and lists of tables, acronyms, and bibliographies are not included in the stated page limitations for the proposal volumes. The proposal volumes will be submitted as follows:

VOLUME/ TAB	TITLE	PAGE LIMITATIONS	NUMBER OF HARD COPIES	NUMBER OF CDs
I	GENERAL	5 pages for offeror-created documentation	5	10
II	MANAGEMENT		5	10
Tab A	LSI team organization	See limits for Tabs A1 to A4		
Tab A1	Master subcontracting plan	Unlimited		
Tab A2	LSI specific subcontracting plan	20 pages		
Tab A3	Teaming methodology	5 pages		
Tab A4	Formal teaming arrangements	10 pages		
Tab B	Procurement integrity issues	5 pages		
Tab C	Key Personnel and Program Manager's resumes	5 pages for PM resume 10 pages total		
Tab D	Total compensation plan	3 pages per prime contractor and each major subcontractor or team member		
Tab E	Past performance information	2 pages		
Tab F	DVD and enclosed slides	1 DVD/50 slides	See Note 1	See Note 1
Tab G	OPSEC Plan	10 pages		
III	TECHNICAL		5	10
Tab A	Technical Knowledge and Methodology	20 pages		
Tab B	Solutions to the Sample Technical Directive	30 pages of text, plus NTE 5 pages of drawings		
Tab C	Pricing of Sample TD	8 pages		
Tab D	DVD and enclosed slides	1 DVD/50 slides	See Note 1	See Note 1
IV	INNOVATIVE BUSINESS PRACTICES			
Tab A	Effective pass-through factor	7 pages		
Tab B	General business innovations	5 pages		
Tab C	Quality management system	15 pages		
V	COST/PRICE		3	5
Tab A	Cost/price schedule	Ref. L.4.5 (b)		
Tab B	Cost/price development process	5 pages		
Tab C	Other pertinent cost/price information and data			
Tab C1	LSI and subcontractor data	Ref. L.4.5 (h)		
Tab C2	Government-furnished property, service, or material (GFP/S/M) information	Ref. L.4.5 (h)		

VOLUME/ TAB	TITLE	PAGE LIMITATIONS	NUMBER OF HARD COPIES	NUMBER OF CDs
Tab C3	Cost/price-related materials or justification	5 pages		
Note 1	For both Management Tab F and Technical Tab D provide five (5) copies of the DVD, five (5) hard copies of the narrative slides and ten (10) CDs of narrative slides			

Exhibit L - 1 Proposal Volumes

(9) DELIVERY INSTRUCTIONS: All electronic data must be in Microsoft Office 2000, virus free, on Compact Disk (CD). Offerors shall submit hard copies, DVDs, and CDs of the proposal in accordance with the chart Exhibit L-1, Proposal Volumes, at L.3 (8). Each of the five (5) volumes shall be saved in a separate file on the proposal CDs. The narrative portions shall be in Microsoft Word (MS Office 2000 for Windows), the price data shall be in Microsoft Excel (MS Office 2000 for Windows), and any graphics shall be in Microsoft Power Point (MS Office 2000 for Windows). All of the CDs shall be submitted in a non-compressed PC format. If files contain links, the links must be intact and maintained through all revisions. Of the five hard copies and ten CDs, ship one hard copy and one CD to:

CDR Steven Bertolaccini
 JPEO-CBD
 5109 Leesburg Pike, Room 916
 Falls Church
 VA 22041

Ship the remaining four (4) hard copies and the remaining nine (9) CDs to:

Michele Williams
 U.S. Army Space and Missile
 Defense Command (USASMDC)
 ATTN: SMDC-CM-CS
 P.O. Box 1500
 Huntsville, Alabama 35807-3801

OR

Michele Williams
 U.S. Army Space and Missile
 Defense Command (USASMDC)
 ATTN: SMDC-CM-CS
 106 Wynn Drive
 Huntsville, AL 35805-1957

All hard copies and CDs of the Cost/Price Volume are to be shipped to USASMDC at the address above.

L.4 Volume Descriptions

L.4.1 Volume I – General

The general volume will consist of the actual offer (prepared in accordance with L.2, Instructions for the Completion of Solicitation Part I - The Schedule, as set forth above) to enter into a contract to perform the desired work. It will include a table of contents for the overall proposal, an Executive Summary of the overall proposal, Section K, Representations, Certifications, and Other Statements of Offerors, as well as all other RFP sections requiring fill-in completion by the offeror, Amendment(s) Acknowledgement(s), identification of technical data and computer software which the contractor intends to provide with limited rights or restricted rights, any and all exceptions to or deviations from the terms and conditions of the RFP from either the prime or the subcontractor, and an acronym listing. The Executive Summary will provide an overview of the offeror's organization and general approach to meeting the requirements of the solicitation. The Executive Summary should identify

pertinent aspects of the proposed approach including teaming approaches, if any, subcontracting, and relevant corporate experience and expertise on similar programs, and should also highlight particular advantages or unique approaches of the proposal. This document shall not include any price information. (LIMIT 5 PAGES OF OFFEROR-CREATED DOCUMENTATION. The page limitation excludes reps and certs, other fill-in portions of the RFP, and copies of contractor acknowledgments of RFP amendments.)

L.4.2 Volume II – Management

(a) The management volume shall be separated by tabs as shown below. The management proposal shall contain a description of the contractor's approach to complete all the requirements of the SOW. Proposals containing only statements of compliance (e.g., "will comply") will not be acceptable. The management proposal shall contain a qualification of management performance parameters and sufficient rationale to allow an evaluation of approaches. The management proposal shall include a description of proposed resources, facilities, equipment, and services, including Government-furnished facilities, equipment, services, and information, to be used in accomplishing the requirements of the SOW.

(b) The management volume shall contain a comprehensive description of the proposed LSI management structure and the approach to ensuring successful management of this complex multi-task program. The offeror shall describe the organizational structure, including major subcontractors, and how that organization fits into the overall corporate structure. The reporting and review relationship with corporate management and the commitment to maintaining core resources shall be explained. In describing the program organization, the offeror shall include (i) The responsibilities, lines of authority, and span of control, (ii) The relationship among the prime contractor and subcontractors and the process for assigning SOW, (iii) The flow of information among the offeror's teams and organization, and (iv) The interface and communication among the contractor team, requiring activities, and external organizations. The offeror shall also describe the process for managing and controlling team members and subcontractors to include the reporting and review requirements imposed and the process for timely incorporation of team member and subcontractor financial information into the prime's data. The offeror shall fully describe the management control system established for effective planning and control of resources to include the process for scheduling, budgeting, and accumulating cost, identifying cost and schedule problems, and providing timely and detailed performance status reports to management and the Government. The process for accounting and collecting costs for separate sources of funds and tasks shall be explained.

(c) Management Tabs –

(TAB A) – LSI team organization. This section shall address the various elements of the organization of the team proposed to perform the LSI efforts. The proposed offeror team shall address any risks associated with the proposed structure and put forward mitigation strategies to keep the risk within acceptable limits to ensure successful contract performance. (FOR SPECIFIC PAGE LIMITATIONS UNDER THIS TAB, SEE BELOW)

(TAB A1). Under this tab, include the master subcontracting plan. If this is not required in your case due to business size, include a sentence stating that under this tab. (As this requirement is a previously developed and approved document, this tab is NOT restricted as to number of pages.)

(TAB A2). Under this tab, include the offeror's LSI-specific subcontracting plan. With regard to FAR 52.219-9(d)(1) and (2), the subcontracting goals should be no less than 23% of the total contract value (6% for small disadvantaged business (including historically black colleges or universities/minority institutions), 3% for women-owned small businesses, 2% for veteran-owned small businesses, including service-disabled veteran small businesses, 2% for HUBZone businesses, and 10% for other small businesses.) Minimum content requirements for the plan are addressed in FAR 52.219-9. (LIMIT 20 PAGES)

(TAB A3). Under this tab, describe the offeror's teaming methodology. Explain the risks associated with the methodology adopted, and the proposed mitigation plan to address those risks. (LIMIT 5 PAGES)

(TAB A4). Under this tab, address the teaming arrangements put into place for the purposes of proposing on the LSI contract. Discuss the proposed organization of the LSI team anticipated for performance of the resultant contract. (LIMIT 10 PAGES)

(TAB B) – Procurement Integrity Issues. The offeror shall address, as applicable, employment issues relative to procurement integrity and laws governing former Government employees (see DoD Directive 5500.7, Joint Ethics Regulation). (LIMIT 5 PAGES)

(TAB C) – Key Personnel Listing with general qualifications and Program Manager’s resume. The offeror shall submit a listing of proposed key personnel for the LSI effort, and a discussion of their general qualifications for their positions. This list shall include the resume of the proposed Program Manager, and will be subject to negotiation prior to making a final determination for inclusion in any resultant contract. The resume shall include the proposed PM's background experience, especially addressing experience relevant to this particular effort, cross-referenced to the SOW section. The resume must be submitted in the required format set out below. (LIMIT 5 PAGES FOR PM RESUME AND 10 PAGES FOR THE ENTIRE TAB)

- Name
- Security clearance and date granted
- Education
 - Colleges attended, major, dates of attendance, and degree attained or hours completed
 - Special Training
- Experience. In reverse chronological order, list all work positions held, the job title, the inclusive dates, the employer, and a brief description of the tasks performed.
 - Related Experience. Include any relevant information that shows why this person is the best choice for LSI PM.
 - The most significant managerial accomplishment in the last five years relevant to this effort
 - The most significant technical accomplishment in the last five years relevant to this effort
- The most salient skill that relates to the proposed effort
- Planned percentage of time to this effort

(TAB D) – Total Compensation Plan for LSI Employees. All offerors shall submit a detailed plan of their corporate philosophy on the direct labor rates and fringe benefits for their employees under the resultant contracts. The plan should demonstrate the offeror’s capability to obtain and sustain the personnel resources required to implement the offeror’s proposed management/technical approach. (LIMIT 3 PAGES PER PROPOSED TEAM MEMBER OR MAJOR SUBCONTRACTOR)

(TAB E) – Past Performance Information and Spreadsheet. The offeror shall provide a list of seven (7) contracts or major subcontracts similar in their management or technical nature and complexity to this acquisition. These contracts must be either ongoing or completed within the past two years. If proposing as a formal team or Joint Venture (JV), these contracts may be spread among the key team members or JV partners, but the LSI must have performed as the lead contractor on at least two (2) of them. Contracts listed may include those entered into with the Federal Government, agencies of state and local governments, and commercial customers. This information shall be submitted on an Excel spreadsheet with the Contract Number; Task Order Number, if applicable; Government Points of Contact (technical, management, and contractual), including name, address, telephone number, and email address; the title of the effort; the contract value; and the period of performance. No other narrative is allowed. The Past Performance Evaluation Form Letter is located at Appendix F. The offeror shall complete Section 1 of the Form for each contractual vehicle addressed in the Excel spreadsheet discussed above. After the offeror has completed Section 1, the entire Past Performance Evaluation Form Letter shall be mailed or emailed to the Government POCs listed in the Excel spreadsheet submitted as part of the proposal. In accordance with Section M of this solicitation, each offeror will be evaluated on their performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as

an evaluation sub-factor to assure best value to the Government. See Section M.1.1.1 (III) and M.1.2.1 (III) for discussion of the evaluation of past performance information. (LIMIT 2 PAGES FOR SPREADSHEET)

(Tab F) – The management DVD plus hard copies of the slides used in the DVD. (LIMIT 50 slides). The following topics should be included in the one-hour management presentation. Format and presentation content for the DVD is left to the discretion of each offeror. The topics presented are not in any order of importance, nor in the presentation order.

- **Team concept and philosophy relative to the LSI Program**
 - Approach to LSI Program Management
 - Approach to interaction with JPMG PMO
- **Management**
 - Introduction of team and proposed role of each member in execution of this effort**
 - Management organization and framework**
 - Lines of authority and communication
 - Links to performance management criteria
 - ISO certifications
 - Qualifications of the management team**
 - Capability and experience in executing tasks in multiple and diverse organizations
 - Capability and experience of SOW requirements related to LSI SOW requirements
 - Risk Management Approach for the IPP and as it relates to the proposed LSI structure**
 - Cost Control Concepts**
- **Resources**
 - Contractor-Occupied Facilities**
 - Types
 - Locations
 - Security clearance at each location
 - Approximate percentage of LSI personnel at each location
 - Technologies and tools available**
 - Personnel**
 - Hiring philosophy
 - Employee retention philosophy
 - Prevention of complacency and stagnation
 - Allocation
 - Security clearances
- **Past performance, being the most recent and most pertinent contract performance that demonstrates your ability to execute this effort**

The management DVD shall be pre-recorded by the offeror team. This DVD shall not be overly elaborate and shall consist only of the presenter(s) and the briefing charts submitted as part of the proposal. The offeror's proposed Program Manager and staff determined by the offeror to be key personnel must conduct the presentation. Color may be used in the charts as long as it does not detract from the message or become unreadable when made into black and white copies. Special effects, such as animation, sound, and the like, are expressly forbidden and their use may be cause for determining the proposal non-responsive. The total running time of this presentation shall not exceed one hour. The DVD shall remain the property of the U.S. Government and will be appropriately marked and safeguarded in accordance with Source Selection procedures. (LIMIT 50 SLIDES to be provided as Tab G in Vol II, Management)

(TAB G) – Department of Defense Operations Security (OPSEC) Program. The LSI is required to develop an OPSEC program. OPSEC is a DoD-mandated program (Reference DoD Directive 5205.2, "DoD Operations Security (OPSEC) Program" dated 29 Nov 1999) designed to safeguard sensitive unclassified program information, operations, and activities, which, if exploited by an adversary, could compromise current or future plans and

activities. This plan will describe OPSEC methodology; identify responsibilities; define overall OPSEC requirements; identify Critical Program Information (CPI), adversary threat, vulnerability, and OPSEC measures; provide for continuous analysis and guidance to the constantly evolving OPSEC process; establish procedures for implementation of OPSEC training; and set requirements for review and update of the program as necessary. The plan is designed to provide a basic understanding of OPSEC functions and how they apply to each element of the contract. The OPSEC process will define the critical information that needs protection and outline provisional OPSEC measures to be implemented that will preserve essential secrecy. As part of fulfilling the LSI's OPSEC responsibility, an internal process that continually analyzes the LSI's actions, activities, and procedures will also be developed and coordinated with JPMG Government personnel. (10 PAGES)

L.4.3 Volume III – Technical

The technical volume shall be separated by tabs as shown below. The technical proposal shall contain a description of the contractor's technical approach to completing all the requirements of the SOW. Proposals containing only statements of compliance (e.g., "will comply") will not be acceptable. The technical proposal shall contain a qualification of technical performance parameters and sufficient rationale to allow an evaluation of approaches. The technical proposal shall include a description of proposed resources, facilities, equipment, and services, including Government-furnished facilities, equipment, services, and information, to be used in accomplishing the requirements of the SOW.

(Tab A) - Technical Knowledge and Methodology. The offeror shall introduce the team and the proposed role of each member in execution of this effort, specifying technical organization and framework, the qualifications of the technical team, and their capability and experience in executing tasks in multiple and diverse organizations. This section should also demonstrate the necessary technical expertise to support the initiation and completion of the program, to include management, planning, and responsibility for total systems performance, demonstrate the ability to procure COTS CBRN defense equipment, the integration of this COTS and GFE into a systems solution, and the ability to integrate the system architecture into an installation C4I network for installation protection and emergency responder control. It should also demonstrate an understanding of ILS as it applies to the requirements of that particular installation, to include training and spares, and of Acquisition Logistics Support (ALS)/Contractor Logistics Support (CLS), and of quality control, including configuration management, system exercise and acceptance and sustainment. Finally it should show a concise understanding of engineering modeling and simulation using analytical data tools to derive solution sets. (Limit 20 pages)

(Tab B) - Solutions to the Sample TD. The offeror will receive one (1) sample TD. The offeror shall provide under this tab sufficient written details to clearly demonstrate their approach to and understanding of the sample TD. The contractor shall present the company management approach; technical methodology; labor mix, materials, and travel, including associated costs; and graphical representation of the timeline for completion of the sample TD. The proposed labor mix, materials, and travel should be addressed in sufficient detail to allow the evaluator to thoroughly understand the offeror's approach, as well as to allow a determination of cost realism as it relates to the performance of the TD. Included in the text should be risks, risk mitigation, impacts and implications caused by external organizations, funding issues (to include type and source of funds), and impacts on contractor resources. The contractor shall present a new equipment training (NET) solution. The sample task affords the offeror the opportunity to demonstrate their ability to perform the types of tasks that may be required during contract performance and demonstrate the capabilities and expertise of their proposed personnel. This is also the offeror's opportunity to demonstrate management approaches to work flow, OCI considerations, personnel staffing, and quality control. There may be many ways in which the sample TD could be approached and performed, but a structured, comprehensive TD management plan is necessary to meet the requirements of this section. (LIMIT 30 pages, plus not to exceed 5 pages of drawings.)

(Tab C) - Pricing Structure to the Sample TD. Submit pricing data to demonstrate an understanding of the nature and costing requirements of the solution to the sample TD. The offeror should demonstrate an understanding of what is needed to complete the TD effectively in the labor mix and pricing of the requirement,

and demonstrate price realism in the logical and appropriate use of labor categories to meet the requirements of the TD. (LIMIT 8 pages).

(Tab D) - The one-hour DVD, plus a hard copy of the slides used in the DVD. (LIMIT 50 slides). The offeror's visual responses to the sample TD will be a one-hour pre-recorded presentation submitted on DVD. The offeror's proposed Program Manager and other staff determined by the offeror to be key personnel must conduct the presentation. Color may be used in the charts as long as it does not detract from the message or become unreadable when made into black and white copies. Special effects, such as animation, sound, and the like, are expressly forbidden and their use may be cause for determining the proposal non-responsive. The total running time of this presentation shall not exceed one hour. The DVD shall remain the property of the U.S. Government and will be appropriately marked and safeguarded in accordance with Source Selection procedures.

L.4.4 Volume IV – Innovative Business Practices Proposal

(TAB A) – Effective Pass-Through Factor for LSI. While the Government recognizes the necessity for LSI participation in the execution and management of all TDs issued under the LSI contract, the necessity for double digit effective pass-through costs is questionable. For the purpose of this proposal and resultant contract performance, “effective pass-through” refers to all direct funding; DPPHs used by the prime for management of the task; and all other direct and indirect costs which are neither used by the LSI directly in the performance of the technical effort nor passed to the subcontractor(s) for the management and direct performance of the technical effort. In this section, the offeror shall address how they plan to control the cost(s) associated with managing this contractual effort, and shall also address any specific risks associated with this proposed methodology and how those risks will be mitigated. The offeror shall include the specific details of what elements and factors make up the “effective pass-through” amount. Further, the offeror shall provide the specific percentage(s) of effective pass through for TDs issued under the resultant contract. (LIMIT 7 PAGES)

(TAB B) – General Business Innovation Factor. The offeror shall describe improvements in the business processes and practices of the offeror that contribute to the enhanced efficiency of contract performance. Supporting information must include verifiable evidence of cost reductions and how they were achieved. Accomplishments described must be clearly related to and demonstrate cost control and operational efficiency. Elimination of company personnel will not be considered unless business processes and procedures were streamlined at the same time. Cost avoidance and value engineering efforts will not be considered under this factor. (LIMIT 5 PAGES)

(TAB C) – Quality Management System for LSI. The offeror should briefly describe their own management framework, to include a discussion of leadership, strategic planning, customer focus, information and analysis, human resource focus, process management, and results. Finally, the offeror shall address specific metrics to be used during LSI performance to measure performance and, ultimately, improvement. (LIMIT 15 PAGES)

L.4.5 Volume V – Cost/Price Proposal

Failure to comply with RFP requirements for pricing information may result in an adverse assessment of your proposal and reduce or eliminate your chance of being selected for award. When an offeror fails to furnish cost information required by the RFP, the Government may use comparable cost information from other sources for purposes of completing its evaluation. In these circumstances, the offeror bears full responsibility for any adverse evaluation impact that may result from their failure to furnish the information required by the RFP.

(a) In the front of the cost/price proposal, provide the following subcontractor information:

- List of subcontractors and addresses
- Anticipated percentage of total contract effort allocated to each subcontractor
- Anticipated start date, if other than 15 April 2004

(b) Cost/Price Schedule – (TAB A): TO BE DEVELOPED.

(c) Cost/Price Development Process – (TAB B): TO BE DEVELOPED. (LIMIT 5 PAGES)

(d) The cost/price proposal volume may assume that the reader is familiar with the other volumes of the proposal. The offeror shall ensure the information presented in this volume is adequate for evaluation and is consistent with the information contained in the other proposal volumes. Adequate information means that level of information at which tasks and resources to accomplish the task can be logically identified and evaluated by an engineering or management specialist.

(e) The cost/price proposal shall be completely detailed and itemized, in accordance with the provision of this section entitled “Instructions for Submission of a Contract Pricing Proposal When Other Than Cost or Pricing Data Are Required,” so as to permit adequate and appropriate analysis thereof and to provide traceability to the other proposal volumes, as necessary. The proposal shall be in full consonance with the offeror's system of bookkeeping and cost management.

(f) The cost/price proposal shall not contain any classified information.

(g) (TAB C) – Other Pertinent Pricing Information or Data. All other pertinent cost information or data shall be included under this tab.

(TAB C1). Under this tab, include the following data for the LSI and subcontractors, as applicable:

- The Pre-Award Disclosure Statement - Cost Accounting Practices and Certifications was executed on _____. The cognizant Defense Contract Audit Agency (DCAA) auditor determined the Disclosure Statement was current, accurate, and complete on _____. The cognizant ACO has determined the Disclosure Statement accurately describes the contractor's accounting system on _____.
- The offeror provided the ACO with an Estimating System Disclosure Statement on _____.
- The ACO determined the offeror's Estimating System was adequate on _____.
- The offeror has an approved purchasing system as determined by the ACO on _____.
- The offeror has a material requirements planning system that was approved by the ACO on _____.

(TAB C2). If the contractor proposes to use any currently-available Government-furnished property from other Federal Government contracts in the conduct of this contract, he shall identify all items requested to be provided as Government-furnished property, service, or material (GFP/S/M). Written verification of availability from the Government Contracting Officer responsible for the proposed GFP/S/M shall be included in this section of the proposal, and adequacy of the property shall be determined by the offeror.

(TAB C3). Under this tab, the offeror may include any cost/pricing or cost/price-related data that further explains or justifies the cost/price proposal. This tab shall not include information or data provided elsewhere in this proposal. (LIMIT 5 PAGES)

USE OF NON-GOVERNMENT SOURCES

Pursuant to Federal Acquisition Regulation 35.203 and 37.204, the use of contractor advisory and assistance services is necessary in providing technical assessments of the proposals received in response to RFP W9113M-04-R-0005. Government personnel are not readily available considering the administrative cost and time associated with conducting the search. Other sources used include Tecolote, Camber, and Johns Hopkins Applied Physics Lab.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.232-15	Progress Payments Not Included	APR 1984
52.247-50	No Evaluation Of Transportation Costs	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

Section M EVALUATION FACTORS FOR AWARD

M.1 Factors and Criteria

The structure of the factors, subfactors, and evaluation criteria to be applied in this procurement is summarized in outline form below.

All proposals will be evaluated and adjectival ratings assigned based solely upon the criteria stated in Section M.2, Evaluation Criteria. Except in the Cost/Price area, no reference to any other offeror's proposal will be made.

M.1.1 Factor I, Management

Risk is applied at the factor level only. Program risk assesses the risks associated with the offeror's management approach as it relates to accomplishing the requirements of Factor I. Evaluators will make an independent judgment of the probability of success, the impact of failure, and the offeror's proposed risk mitigation solutions when assessing proposal risk.

The subfactors of Factor I are outlined below.

SUBFACTOR I - Management Approach

- Demonstrates an understanding of the SOW.
- Demonstrates an understanding of the JPMG mission, organizational structures, and interfaces with all Services, and the DoD national and international community.
- Demonstrates an understanding of the management framework, including team members and subcontractors, required to manage the complex multi-task IPP successfully.
- Demonstrates an understanding of the management control system required to plan and control resources effectively, including facilities and scheduling, budgeting, accumulating, and reporting costs.
- Demonstrates an understanding of resource requirements, such as maintaining a qualified and stable work force.

SUBFACTOR II - Team Concept, Organization, and Philosophy

- Demonstrates an understanding of the teaming requirements for the SOW, including the applicable lines of authority and communication among team members.
- Demonstrates an effective IPP organization, including subcontractors and team members.
- Demonstrates an understanding of organizational conflict of interest (OCI) and how the proposed team organization will eliminate or effectively mitigate the risks of OCI, if applicable.
- Demonstrates an understanding of teaming and includes the details of the proposed role of each team member in the successful execution of the IPP program.

SUBFACTOR III - Past Performance

- Demonstrates a record of successful performance in managing contracts similar to the complex multi-task IPP program as described in the RFP.
- Demonstrates a record of successful contract compliance with respect to contract administration efforts and controlling and reporting costs effectively.

M.1.2 Factor II, Technical

Risk is applied at the factor level only. The offeror's understanding of the technical risk, demonstrated by identifying specific risk areas and risk mitigation strategies, will be evaluated. Program risk assesses the risks associated with the offeror's technical approach as it relates to accomplishing the requirements of Factor II. Evaluators will make an independent judgment of the probability of success, the impact of failure, and the offeror's proposed risk mitigation solutions when assessing proposal risk.

SUBFACTOR I – Technical Knowledge and Methodology

- Demonstrates the necessary technical expertise to support the initiation and completion of the program in the following areas:
- Chemical, biological, radiological, and nuclear detection and identification, individual and collective protection, restoration systems and operations, and information management
- Military medical protection, response, and surveillance programs and capabilities
- Installation physical security and operations
- DoD integrated logistics support
- New equipment training with exercise evaluation
- Installation operations and sustainment support
- Demonstrates the necessary expertise in software integration for formulating C4I solutions.

SUBFACTOR II- Solutions to the Sample Technical Directive (TD)

- Demonstrates sound technical methodology for successful completion of the TD.
- Demonstrates an understanding of the technical depth of the TD, the role of the proposed CBRN design in the services and DoD missions, and in any inter-agency relationships needed.
- Demonstrates an understanding of supportability issues for logistics and maintenance as they pertain to the Sample Technical Directive.
- Demonstrates appropriate management and application of resources such as labor categories, computer time, travel, and materials.

SUBFACTOR III- Pricing Structure of the Sample TD

- Demonstrates an understanding of the nature and requirements of the TD.
- Demonstrates an understanding of what is needed to complete the TD effectively in the labor mix and pricing of the requirements.
- Demonstrates Cost/Price realism in the logical and appropriate use of specific Government labor categories to meet the requirements of the TD.

M.1.3 Factor III, Innovative Business Practices

Demonstrates a thorough understanding of the risks associated with the proposed methodology for controlling the effective pass-through costs, business innovations, and quality management systems, and measures to mitigate such risks.

SUBFACTOR I - Effective Pass-Through Factor for IPP

- Demonstrates a single digit effective pass-through factor for the performance of all IPP TDs, without detriment to the success of either the TD itself or of the overall IPP program.

SUBFACTOR II - General Business Innovation

- Demonstrates accomplishment in using innovations to streamline business practices and processes to reduce direct and indirect costs.
- Demonstrates the use of techniques such as integrated process teams (IPTs), electronic data interchange (EDI), purchasing system improvements such as credit cards, electronic commerce, and others, implementation of cost reduction approaches and plans, and use of performance-based contracting and subcontracting.
- Demonstrates innovative approaches to long term system viability.

SUBFACTOR III - Quality Management System for IPP

- Demonstrates understanding of a quality management system and how this will be implemented in the IPP program as proposed by the offeror.
- Demonstrates logical and appropriate use of metrics to measure performance and improvement within the offeror's IPP program.

M.1.4 Factor IV, Cost/Price

TO BE DEVELOPED

M.2 Evaluation Criteria

The following are detailed descriptions of the evaluation criteria to be used at the factor and subfactor level.

M.2.1 Factor I, Management

SUBFACTOR I

This subfactor will be used to gauge the offeror's ability to successfully complete the diverse and complex work likely to be encountered under future TDs. The offeror's understanding of the SOW and each service's mission; management approach; management control systems; understanding of required resources; teaming concept; and past performance will all be evaluated in this area. The Government will evaluate the offeror's approach as it relates to each SOW functional area. The offeror's understanding of service missions will be evaluated to include the offeror's understanding of effective ways to pursue, simultaneously, multiple complex tasks that may require support. If the use of uncompensated overtime is proposed, the proposal must demonstrate that it will not degrade the Contractor's performance. The proposal must also demonstrate the offeror's ability to obtain and sustain the resources in personnel, facilities, equipment, and supplies required to implement the proposed approach.

SUBFACTOR II

The offeror's organizational structure will be evaluated with emphasis on how the structure is suited to the successful accomplishment of multiple simultaneous complex tasks. Particular attention will be paid to the organization or team's delineation of responsibilities to accomplish the statement of work. An assessment will be made of how the organization or team provides for an effective line of authority, and how evolving technology, and program and cost information flow through the organization and management structure. The proposed contractor or team will be evaluated in terms of value added to the management approach, balanced with the proposed method for administrative control. Innovative organizational and teaming arrangements, such as unique subcontract management approaches, will also be considered in the evaluation. The offer will also be evaluated on how well

the organization or team structure demonstrates a commitment by the offeror to overall responsiveness, including top level executive management and program management.

SUBFACTOR III

The offeror's past performance will be evaluated with emphasis on how the lead contractor or proposed team has successfully managed and performed contracts similar to the complex multi-task IPP program. The record of previous performance for the offeror and their proposed team members or subcontractors on similar or related contracts will be considered. In the situation of a joint venture or a team approach, when evaluating relevant past performance, each individual contractor's past efforts will be evaluated for the portion or type of effort that firm is proposed to perform in the IPP program (i.e., each firm in the business arrangement will be evaluated on its performance on past and existing contracts for similar products or services.) Such performance, over the last two years, will be evaluated as an indicator of ability to satisfactorily accomplish the requirements of the SOW from a management, technical, and cost perspective. Past performance will be evaluated in terms of management, technical ability and performance, and Cost/Price-related issues. The Government will evaluate the offeror's history of providing their customer with a quality product that was delivered within schedule and budget. The offeror will also be evaluated on their ability to provide appropriate and well qualified personnel for the assigned tasks. Further, the Government will evaluate the offeror's history of complying with the terms of the contract, including the provision of any required management reports, the contractor's ability to interact with Government and other contractors' personnel, the quality of contract administration efforts, and the offeror's history of controlling and reporting costs effectively. If an offeror has no record of relevant past performance (in whole or in part) the offeror may not be evaluated favorably or unfavorably on past performance and will, therefore, be given a rating of neutral on all applicable areas without such record (management, technical ability, performance, and cost/price-related issues.)

M.2.2 Factor II, Technical

SUBFACTOR I

The offeror's technical ability and capacity will be evaluated, particularly the necessary technical expertise to support the initiation and completion of the program in the areas of chemical, biological, radiological, and nuclear detection and identification, individual and collective protection, restoration systems and operations, the offeror's experience of military medical protection, response, and surveillance programs and capabilities, and the knowledge demonstrated of installation physical security and operations. Additional scrutiny will be focused on the offeror's demonstrated expertise in software integration in formulating C4I solutions.

The offeror's proposed personnel structure will be evaluated with emphasis on the technical qualifications of team members. The Government will consider the education and work-related experience of each proposed team member. Primary emphasis will be placed on CBRN and C4I acquisition, integration, operation, and fielding experience. Additional emphasis will be placed on military medical protection, response, and surveillance programs and capabilities, and on experience in installation physical security, maintenance, and operations.

SUBFACTOR II

One sample TD will be given to the offeror in advance of the proposal due date. The ability of the offeror to apply their technical approach to produce effective solutions to that sample TD is the most important element of this evaluation area. The Government will evaluate the offeror's response to the sample TD to determine if they have a grasp of the scope and requirements of the task, a sound systems engineering approach, an appropriate use of labor mix and other resources, a sound task management philosophy, and understanding of the key management and technical areas, and the technical depth necessary to complete the TD. The ability to analyze the problem and to prepare and present in clear, concise, and complete terms a practical methodology for satisfying the requirements of the TD will be evaluated.

SUBFACTOR III

A detailed review of each offeror's TD price will be made to assess and evaluate the realism of the offeror's estimated costs for performance of the requirements of the TD requirements. The evaluation will consider the offeror's proposed labor hours, labor rates, material costs, burden rates and other costs in light of information available to the Contracting Officer, including the relationship of such proposed labor hours and costs to the effort described in the offeror's Technical Proposal, and the Government estimates for (1) Direct labor hours, (2) Material costs, (3) Direct labor costs, (4) Overhead and General and Administrative (G&A) costs, and (5) Any other costs which are likely to be incurred by the offeror in performance of the requirements of the solicitation.

M.2.3 Factor III, Innovative Business Practices

SUBFACTOR I

The Government will evaluate the offeror's proposed effective pass-through factor to include not only the actual percentage proposed, but also the appropriateness of the basis of Cost/Price, including Cost/Price models and engineering analysis, and the degree to which the methodology and assumptions associated with the pass-through factor can be traced and understood.

SUBFACTOR II

The offeror's general business practices will be evaluated to provide an indication of how dedicated the offeror is to streamlining all aspects of their business, including both interactions with the Government and with their team members and subcontractors.

SUBFACTOR III

This subfactor is used to gauge the contractor's dedication to providing the Government with the best possible managerial and technical support while working toward continuous process and performance improvement. The Government will evaluate the proposed quality management system and metrics to assess their effectiveness in measuring and controlling performance improvement.

M.2.4 Factor IV, Cost/Price

Cost/Price will be evaluated, but shall not be scored, and, except in the evaluation of the Sample Technical Directive Proposal, Cost/Price will not be combined with other aspects of the proposal evaluation. Cost/Price analysis techniques, in accordance with FAR Part 15.404-1(b), will be used in the evaluation of the proposed cost/price.

M.3 Relative Importance of Evaluation Criteria

An offeror must be rated as satisfactory or better in all factors and subfactors in order to be eligible for contract award. The Government considers the Management and Technical evaluation factors to be of equal importance for the successful achievement of contractual objectives and these will be the most important evaluation areas. The Innovative Business Practices factor will be slightly less important than the Management and Technical factors. Cost/Price is a substantial evaluation factor, but considered to be less important than the other evaluation factors. All factors other than Cost/Price, when combined, are significantly more important than Cost/Price. All subfactors within an evaluation factor shall be considered to be of equal importance when compared with all other subfactors within the same factor.

M.4 Basis for Award

The Government will select for award the proposal that is most advantageous, considering the Management, Technical, Innovative Business Practices, and Cost/Price areas. The Government may select for award the offeror whose cost/price is not the lowest, but whose Management, Technical, and Innovative Business Practices proposals are sufficiently more advantageous to justify the payment of a higher cost/price. Conversely, the Government may select for award the offeror whose cost/price is lower than other proposals when their Management, Technical, and Innovative Business Practices are not sufficiently more advantageous to justify the payment of a higher cost/price.