

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 138	
2 CONTRACT NO.		3 SOLICITATION NO. W91QJZ-06-R-0002		4 TYPE OF SOLICITATION <input type="checkbox"/> SEaled BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5 DATE ISSUED 05 Oct 2005	
7 ISSUED BY ARMY CONTRACTING AGENCY-ITEC4 2461 BISHHOWER AVE ALEXANDRIA VA 22301-1700		CODE W91QJZ		8 ADDRESS OFFER TO (If other than Item 7)		CODE	
TEL: FAX:		See Item 7		TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offers" mean "bid" and "bids".							
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 ETHAN J. MUELLER		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 703-325-2090		C. E-MAIL ADDRESS EthanMueller@itec4.army.mil	
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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	
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	
		<input type="checkbox"/>					
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(c)				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)				27 UNITED STATES OF AMERICA		28 AWARD DATE	
TEL:		EMAIL:		(Signature of Contracting Officer)			

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

Previous Edition is Unusable

33-134

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.214(c)

Section A - Solicitation/Contract Form

SECTION A

**Infrastructure Modernization (IMOD) Acquisition
Supporting
Installation Information Infrastructure Modernization Program (I3MP)**

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A.1 Government's Contract Administration:

The office indicated in SF33, Block 7, will administer the basic contract. Individual orders will be administered as designated in the order.

ACA ITEC4 Contracting Office:

IMOD Contracting Officer:	Dirk A. Robinson
E-mail address:	Dirk.Robinson@itec4.army.mil
Telephone number:	703 325-3308
Contract Specialist:	(b) (6)
E-mail address:	(b) (6)
Telephone number:	703-325-3310
Ombudsman:	(b) (6)
E-mail address:	(b) (6)
Telephone number:	703-325-9760

Army Infrastructure Modernization (IMOD) acquisition
Installation Information Infrastructure Modernization Program

Project Lead:	(b) (6)
E-mail address:	(b) (6)
Telephone number:	732-427-6583

A.2 Contractor's Contract Administration: TO BE ADDED FOR EACH OFFEROR--**A.3 Invoice Submittal Address (SF 33, Block 23):**

The address for invoice submission shall be identified on each individual order. Invoice submission shall be in accordance with the respective "Invoice" clause as identified in the individual order.

A.4 Payment Office (SF 33, Block 25):

The payment office shall be identified on each individual order. The procedures for payment shall be in accordance with the respective "Payment" clause, as identified in the individual order.

CLAUSES INCORPORATED BY FULL TEXT

252 247-7023 Transportation of Supplies by Sea (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 provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U S -flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U S -flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U S -flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL.		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U S -flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (c) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Section B - Supplies or Services and Prices

SECTION B**B.1 Scope.**

The contractor shall implement the Infrastructure Modernization (IMOD) Acquisition effort in support of the Installation Information Infrastructure Modernization Program (I3MP) in accordance with the scope as described in Section C and provide all of the items identified in Section B of the Schedule over the life of the contract, if required. The contract has a base period of five (5) years from 28 April 2006 through 27 April 2011, and one five-year option period 28 April 2011 through 27 April 2016.

B.2 Minimum & Maximum Amounts, Indefinite-Delivery, Indefinite Quantity (ID/IQ).

The total amount of all orders placed against all contracts, awarded from this solicitation, shall not exceed \$4,000,000,000 over a ten (10) year period of performance (60-month base period and one 60-month option period). The guaranteed minimum amount is \$10,000.00 for each contractor. The Government will issue a one-time \$10,000 fixed price order for equipment at contract award for the purposes of meeting the \$10,000 guaranteed minimum amount. The guaranteed minimum amount applies only to the base period. Individual Delivery Orders (DOs) will be awarded in accordance with Section H. The contract maximum quantity is unlimited and only restricted by the contract ceiling.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CONUS FFP Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order* and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP)				
	* The guaranteed minimum amount is a one-time equipment order for \$10,000.00 to be placed at contract award for each contract. The guaranteed minimum applies only to the Base Year and shall be ordered under Contract Line Item 0001. FOB: Origin ADDITIONAL MARKINGS: and/or Destination				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002

CONUS

FFP

Technical and Administrative Data for Item 0001 in accordance with each delivery
order PWS SOO, or SOR as set forth in applicable delivery order Contract Data
Requirement List (CDRL), DD Form 1423

FOB: Origin

ADDITIONAL MARKINGS: and/or Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003

CONUS

FFP

Contractor Manpower Reporting for Item 0001 in accordance with each delivery
order PWS, SOO, or SOR

FOB: Origin

ADDITIONAL MARKINGS: and/or Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004

CONUS

FFP

Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR)

FOB: Origin

ADDITIONAL MARKINGS: and/or Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005

CONUS

FFP

Other Direct Costs (ODCs) in support of Item 0001

FOB: Origin and/or Destination

The guaranteed minimum amount is a one-time equipment order for \$10,000.00 to be placed at contract award for each contract. The guaranteed minimum amount applies only to the Base Year.

FOB: Origin

ADDITIONAL MARKINGS: and/or Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	CONUS COST Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (IIMP) FOB: Origin ADDITIONAL MARKINGS: and/or Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	CONUS COST Technical, Administrative and Financial Data for Item 0006 in accordance with each delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423 FOB: Origin ADDITIONAL MARKINGS: and/or Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	CONUS COST Contractor Manpower Reporting for Item 0006 in accordance with each delivery order PWS, SOO, or SOR FOB: Origin ADDITIONAL MARKINGS: and/or Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	CONUS COST Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR) FOB: Origin ADDITIONAL MARKINGS: and/or Destination			ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	CONUS COST Other Direct Costs (ODCs) in support of Item 0006 FOB: Origin and/or Destination FOB: Origin ADDITIONAL MARKINGS: and/or Destination			ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	CONUS T&M Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP) FOB: Origin ADDITIONAL MARKINGS: and/or Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	CONUS T&M Technical, Administrative and Financial Data for Item 0011 in accordance with each delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423 FOB: Origin ADDITIONAL MARKINGS: and/or Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0013

CONUS

T&M

Contractor Manpower Reporting for Item 0011 in accordance with each delivery order PWS, SOO, or SOR

FOB: Origin

ADDITIONAL MARKINGS: and/or Destination

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0014

CONUS

T&M

Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR)

FOB: Origin

ADDITIONAL MARKINGS: and/or Destination

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0015

CONUS

T&M

Other Direct Costs (ODCs) in support of Item 0011

FOB: Origin and/or Destination

FOB: Origin

ADDITIONAL MARKINGS: and/or Destination

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0016

OCONUS

FFP

Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (IIMP)

FOB: Origin

ADDITIONAL MARKINGS: and/or Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0017

OCONUS

FFP

Technical and Administrative Data for Item 0016 in accordance with each delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423

FOB: Origin

ADDITIONAL MARKINGS: and/or Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0018

OCONUS

FFP

Contractor Manpower Reporting for Item 0016 in accordance with each delivery order PWS, SOO, or SOR

FOB: Origin

ADDITIONAL MARKINGS: and/or Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0019

OCONUS

FFP

Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR)

FOB: Origin

ADDITIONAL MARKINGS: and/or Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0020

OCONUS

FFP

Other Direct Costs (ODCs) in support of Item 0016

FOB: Origin and/or Destination

FOB: Origin

ADDITIONAL MARKINGS: and/or Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	<p>OCONUS</p> <p>COST</p> <p>Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP)</p> <p>FOB: Origin</p> <p>ADDITIONAL MARKINGS: and/or Destination</p>				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	<p>OCONUS</p> <p>COST</p> <p>Technical, Administrative and Financial Data for Item 0021 in accordance with each delivery order PWS SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423</p> <p>FOB: Origin</p> <p>ADDITIONAL MARKINGS: and/or Destination</p>				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	<p>OCONUS</p> <p>COST</p> <p>Contractor Manpower Reporting for Item 0021 in accordance with each delivery order PWS, SOO, or SOR</p> <p>FOB: Origin</p> <p>ADDITIONAL MARKINGS: and/or Destination</p>				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	OCONUS COST Travel requirements (if required), including itinerary, will be set forth in each individual delivery order and negotiated accordingly Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR) FOB: Origin ADDITIONAL MARKINGS: and/or Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	OCONUS COST Other Direct Costs (ODCs) in support of Item 0021 FOB: Origin and/or Destination FOB: Origin ADDITIONAL MARKINGS: and/or Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	OCONUS T&M Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP) FOB: Origin ADDITIONAL MARKINGS: and/or Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	OCONUS T&M Technical, Administrative and Financial Data for Item 0026 in accordance with each delivery order PWS SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423 FOB: Origin ADDITIONAL MARKINGS: and/or Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	OCONUS T&M Contractor Manpower Reporting for Item 0026 in accordance with each delivery order PWS, SOO, or SOR FOB: Origin ADDITIONAL MARKINGS: and/or Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	OCONUS T&M Travel requirements (if required), including itinerary, will be set forth in each individual delivery order and negotiated accordingly Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR) FOB: Origin ADDITIONAL MARKINGS: and/or Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	OCONUS T&M Other Direct Costs (ODCs) in support of Item 0026 FOB: Origin and/or Destination FOB: Origin ADDITIONAL MARKINGS: and/or Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 OPTION	CONUS FFP Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP) FOB: Origin ADDITIONAL MARKINGS: and/or Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	CONUS				
OPTION	FFP				
	Technical and Administrative Data for Item 0101 in accordance with each delivery order PWS SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	CONUS				
OPTION	FFP				
	Contractor Manpower Reporting for Item 0101 in accordance with each delivery order PWS, SOO, or SOR				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104	CONUS				
OPTION	FFP				
	Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR)				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105	CONUS				
OPTION	FFP				
	Other Direct Costs (ODCs) in support of Item 0101				
	FOB: Origin and/or Destination				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106	CONUS				
OPTION	COST				
	Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP)				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0107	CONUS				
OPTION	COST				
	Technical, Administrative and Financial Data for Item 0106 in accordance with each delivery order PWS SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0108	CONUS				
OPTION	COST				
	Contractor Manpower Reporting for Item 0106 in accordance with each delivery order PWS, SOO, or SOR				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0109	CONUS				
OPTION	COST				
	Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR)				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110	CONUS				
OPTION	COST				
	Other Direct Costs (ODCs) in support of Item 0106				
	FOB: Origin and/or Destination				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0111	CONUS				
OPTION	T&M				
	Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP)				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0112	CONUS				
OPTION	T&M				
	Technical, Administrative and Financial Data for Item 0111 in accordance with each delivery order PWS SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0113					
OPTION	CONUS				
	T&M				
	Contractor Manpower Reporting for Item 0111 in accordance with the individual delivery order PWS, SOO, or SOR				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0114					
OPTION	CONUS				
	T&M				
	Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR)				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0115	CONUS				
OPTION	T&M				
	Other Direct Costs (ODCs) in support of Item 0111				
	FOB: Origin and/or Destination				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0116	OCONUS				
OPTION	FFP				
	Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP)				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0117	OCONUS				
OPTION	FFP				
	Technical and Administrative Data for Item 0116 in accordance with each delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0118	OCON US				
OPTION	FFP				
	Contractor Manpower Reporting for Item 0116 in accordance with each delivery order PWS, SOO, or SOR				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0119	OCONUS				
OPTION	FFP				
	Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR)				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0120	OCONUS				
OPTION	FFP				
	Other Direct Costs (ODCs) in support of Item 0116				
	FOB: Origin and/or Destination				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0121 OPTION	OCONUS COST Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (I) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP) FOB: Origin ADDITIONAL MARKINGS: and/or Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0122 OPTION	OCONUS COST Technical, Administrative and Financial Data for Item 0121 in accordance with each delivery order PWS SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL). DD Form 1423 FOB: Origin ADDITIONAL MARKINGS: and/or Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0123 OPTION	OCONUS COST Contractor Manpower Reporting for Item 0121 in accordance with each delivery order PWS, SOO, or SOR FOB: Origin ADDITIONAL MARKINGS: and/or Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0124 OPTION	OCONUS COST Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR) FOB: Origin ADDITIONAL MARKINGS: and/or Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0125 OPTION	OCONUS COST Other Direct Costs (ODCs) in support of Item 0121 FOB: Origin and/or Destination FOB: Origin ADDITIONAL MARKINGS: and/or Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0126	OCONUS				
OPTION	T&M				
	Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP)				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0127	OCONUS				
OPTION	T&M				
	Technical, Administrative and Financial Data for Item 0126 in accordance with each delivery order PWS SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0128	OCONUS				
OPTION	T&M				
	Contractor Manpower Reporting for Item 0126 in accordance with each delivery order PWS, SOO, or SOR				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0129	OCONUS				
OPTION	T&M				
	Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR)				

FOB: Origin

ADDITIONAL MARKINGS: and/or Destination

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0130					
OPTION	OCONUS				
	T&M				
	Other Direct Costs (ODCs) in support of Item 0126				
	FOB: Origin and/or Destination				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0131					
	FFP				
	FOB: Origin				
	ADDITIONAL MARKINGS: and/or Destination				

NET AMT

CLAUSES INCORPORATED BY REFERENCE

52 203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or JAN 1997
Improper Activity

CLAUSES INCORPORATED BY FULL TEXT

52 245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-
HOUR CONTRACTS) (MAY 2004)

(a) Government-furnished property

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property")

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause

(b) Changes in Government-furnished property (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease

(c) Title (1) The Government shall retain title to all Government-furnished property

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

- (i) Issuance of the property for use in contract performance;
 - (ii) Commencement of processing of the property for use in contract performance; or
 - (iii) Reimbursement of the cost of the property by the Government, whichever occurs first
- (4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property
- (d) Use of Government property The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer
- (e) Property administration (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract
- (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5
- (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause
- (f) Access The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property
- (g) Limited risk of loss (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below
- (2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--
- (i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;
 - (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
 - (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
 - (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
 - (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use,

protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
 - (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
 - (3) A decrease in or substitution of Government-furnished property; or
 - (4) Failure to repair or replace Government property for which the Government is responsible
- (i) Government property disposal. Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer

(1) Scrap

(i) Contractor with an approved scrap procedure

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule

(B) For scrap from other than production or testing, the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare

(ii) Contractor without an approved scrap procedure The Contractor shall submit an inventory disposal schedule for all scrap

(2) Pre-disposal requirements When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the acquisition cost

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices)

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts

(3) Inventory disposal schedules (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment that does not contain commercial components;

(C) Printing equipment;

(D) Computers, components thereof, peripheral equipment, and related equipment;

(E) Precious Metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use

(4) Submission requirements The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

- (i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;
 - (ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or
 - (iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part
- (5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated
- (6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period
- (7) Storage (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule, might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day
- (ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility must be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property
- (8) Disposition instructions (i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures
- (ii) The Contractor shall prepare for shipment, deliver for origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property
- (iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause
- (9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the cost of work covered by this contract, or to the Government as directed by the Contracting Officer
- (10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause
- (j) Abandonment of Government property
- (1) The Government will not abandon sensitive Government property without the Contractor's written consent;
 - (2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs

(k) Communications All communications under this clause shall be in writing

(l) Overseas contracts If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively

(End of clause)

SECTION B

B.4 Phase-In.

There will be no Phase-In period under this IDIQ Contract

B.5 Service Contract Act.

This IDIQ contract and all subsequent delivery orders issued under the contract have been determined to be exempt from the requirements of the Service Contract Act If, at a later date, the Department of Labor determines that the exemption is inapplicable, the contract will become subject to the Service Contract Act effective the date of the DOL determination Corrective procedures as outlined in 29 CFR Part 4 5(c)(2) will be followed to modify the contract accordingly

B.6 Unique Identification (UID).

All UID Requirements for this IDIQ Contract and all subsequent delivery orders issued under the contract are identified in the Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP), Attachment 1 in Section J

B.7 National Stock Numbers.

(a) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number The Government will furnish all available National Stock Numbers If the Government in time to meet the delivery schedule for the supplies does not furnish National Stock Numbers, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor therefore, provided, that title to the supplies is vested in the Government

(b) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number", wherever it appears, shall mean "National Item Identification Number "

(As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO)

Section C - Descriptions and Specifications

SECTION C

Section C – Description/Specifications

C1. The Contractor shall provide the supplies and/or services as stated in the Performance Work Statement (PWS), Statement of Objectives (SOO), or Statement of Requirements (SOR) as set forth in each delivery order and in accordance with the Attachment 1, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP)

Section D - Packaging and Marking**SECTION D****Section D -****D.1 Packaging and Marking of Reports.**

(a) The contractor shall ensure that all items are preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier and to ensure safe and timely delivery to the intended destination. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220 22-M

(b) All containers, data, and correspondence submitted to the Delivery Ordering Contracting Officer of Delivery Order Contracting Officer's Representative shall comply with the following as identified in the individual orders. Exterior shipping containers and items not shipped in containers shall be clearly marked on an external surface as follows:

- (1) Name and business address of contractor
- (2) Contract Number/Delivery Order number
- (3) Itemized list of contents including quantity and CLIN
- (4) Consignee's name, title, address and telephone number
- (5) Package number of multiple package (e.g., 1 of 5, 2 of 5 etc.)
- (6) Name, code and activity of sponsoring individual

Section E - Inspection and Acceptance

SECTION ESection E – Inspection and Acceptance**E.1 Inspection and Acceptance Criteria**

a Final inspection and acceptance of all work, performance, reports and other deliverables under this contract shall be performed at the location specified in each Individual Delivery Order (DO). Each order will also designate the individual responsible for inspection and acceptance.

The basis for acceptance shall be in compliance with the requirements set forth in the DOs and other terms and conditions of the contract. Deliverable items or rejected work performed under resulting DOs shall be corrected in accordance with the applicable clauses.

Items 0001, 0003, 0004, 0005, 0006, 0008, 0009, 0010, 0011, 0013, 0014, 0015, 0016, 0018, 0019, 0020, 0021, 0023, 0024, 0025, 0026, 0028, 0029, 0030, Option Items 0101, 0103, 0104, 0105, 0106, 0108, 0109, 0110, 0111, 0113, 0114, 0115, 0116, 0118, 0119, 0120, 0121, 0123, 0124, 0125, 0126, 0128, 0129 and 0130 -

Items 0002, 0007, 0012, 0017, 0022, 0027, Option Items 0102, 0107, 0112, 0117, 0122 and 0127

E.2 The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title & Date</u>
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)
52 246-6	INSPECTION - TIME AND MATERIAL AND LABOR HOUR (MAY 2001)
52 246-9	INSPECTION OF RESEARCH AND DEVELOPMENT- (Short form) (APR 1984)
52 246-15	CERTIFICATE OF CONFORMANCE (APR 1984)
52 246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)
252 246-7000	MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

E.3 Inspection and Acceptance (Destination)

Items 0001, 0003, 0004, 0005, 0006, 0008, 0009, 0010, 0011, 0013, 0014, 0015, 0016, 0018, 0019, 0020, 0021, 0023, 0024, 0025, 0026, 0028, 0029, 0030, Option Items 0101, 0103, 0104, 0105, 0106, 0108, 0109, 0110, 0111, 0113, 0114, 0115, 0116, 0118, 0119, 0120, 0121, 0123, 0124, 0125, 0126, 0128, 0129 and 0130 -

The supplies and/or services to be provided hereunder, as identified in each individual delivery order, shall be delivered and performed F O B Origin and/or Destination as specified in each individual delivery order.

Items 0002, 0007, 0012, 0017, 0022, 0027, Option Items 0102, 0107, 0112, 0117, 0122 and 0127 -

The Technical, Administrative and Financial Data to be provided hereunder, as identified in each individual delivery order, shall be delivered and performed in accordance with the individual delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423

(a) Inspection and acceptance of the supplies and/or services to be provided hereunder, shall be performed at origin and/or destination by: As specified in each delivery order.

(b) Acceptance of all Contract Line Items (CLINs)/SubCLINs shall be made by signature of the accepting authority on a DD Form 250, Material Inspection and Receiving Report. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements

E.4 Inspection And Acceptance of Technical Data And Information

The Procuring Contracting Officer (PCO) or the duly authorized representative, as identified in each delivery order, will perform inspection and acceptance of technical data and information. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) or the individual delivery order incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO or the duly authorized representative, as identified in each delivery order.

E.5 Special Distribution of DD FORM 250

The Material Inspection and Receiving Report (MIRR) (DD Form 250) required to be furnished by the provision of the clause elsewhere herein entitled "Material Inspection and Receiving Report" shall be distributed by the contractor in accordance with Tables 1 and 2 of Part 4 of the DoD FAR Supplement Appendix F, "Material Inspection and Receiving Report". The addresses required for special distribution in accordance with Table 2 and any additional distribution are as follows:

Addresses of special distribution recipients of the MIRR which are not specified in DFARS Appendix F, Table 2 (F-401) are as follows:

Item Special Distribution (DD Form 250)

As specified in each delivery order.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0021	N/A	N/A	N/A	Government
0022	N/A	N/A	N/A	Government
0023	N/A	N/A	N/A	Government
0024	N/A	N/A	N/A	Government
0025	N/A	N/A	N/A	Government
0026	N/A	N/A	N/A	Government
0027	N/A	N/A	N/A	Government
0028	N/A	N/A	N/A	Government
0029	N/A	N/A	N/A	Government
0030	N/A	N/A	N/A	Government
0101	N/A	N/A	N/A	Government
0102	N/A	N/A	N/A	Government
0103	N/A	N/A	N/A	Government
0104	N/A	N/A	N/A	Government
0105	N/A	N/A	N/A	Government
0106	N/A	N/A	N/A	Government
0107	N/A	N/A	N/A	Government
0108	N/A	N/A	N/A	Government
0109	N/A	N/A	N/A	Government
0110	N/A	N/A	N/A	Government
0111	N/A	N/A	N/A	Government
0112	N/A	N/A	N/A	Government
0113	N/A	N/A	N/A	Government
0114	N/A	N/A	N/A	Government
0115	N/A	N/A	N/A	Government
0116	N/A	N/A	N/A	Government
0117	N/A	N/A	N/A	Government
0118	N/A	N/A	N/A	Government
0119	N/A	N/A	N/A	Government
0120	N/A	N/A	N/A	Government
0121	N/A	N/A	N/A	Government
0122	N/A	N/A	N/A	Government
0123	N/A	N/A	N/A	Government

0124	N/A	N/A	N/A	Government
0125	N/A	N/A	N/A	Government
0126	N/A	N/A	N/A	Government
0127	N/A	N/A	N/A	Government
0128	N/A	N/A	N/A	Government
0129	N/A	N/A	N/A	Government
0130	N/A	N/A	N/A	Government
0131	N/A	N/A	N/A	Government

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
52 246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52 246-9	Inspection Of Research And Development (Short Form)	APR 1984
52 246-15	Certificate of Conformance	APR 1984
52 246-16	Responsibility For Supplies	APR 1984
252 246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

SECTION F**Section F – Deliveries or Performance**

F.1 The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title & Date</u>
52 211-11	LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)
52 242-15	STOP WORK ORDER (AUG 1989)
52 242-15 I	STOP WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)
52 247-29	F O B ORIGIN (JUN 1988)
52 247-34	F O B DESTINATION (NOV 1991)
52 246-5	F O B POINT FOR DELIVERY OF GOVERNMENT FURNISHED PROPERTY (JUN 2003)
252 247-7024	NOTICE OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

F.2 Period of Performance

(a) The contract shall commence on 28 April 2006 and shall continue for a base period of 5 years (60 months) with an option period for an additional 5 years (60 months), if exercised in accordance with the option clauses contained herein

(b) If FAR Clause 52 216-18, "Ordering" (OCT 1995), is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period

F.3 Minimum Quantities

As referred to in paragraph (b) of FAR Clause 52 216-22 "Indefinite Quantity" (of this contract (Section I), the contract minimum quantity is a one-time order for equipment of \$10,000 00 to be placed as soon as practicable after award; the maximum quantity is unlimited and only restricted by the contract ceiling

F.4 Technical Data and Information

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit or other requirements:

As specified in each delivery order.

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item or in accordance with other requirements specified in each delivery order. Complete

addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423 or in accordance with other requirements specified in each individual delivery order.

As specified in each delivery order.

- (b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423 or is in accordance with other requirements specified in the delivery order.
- (c) The Government review period provided on the DD Form 1423 or in accordance with other requirements specified in each delivery order for each item commences upon receipt of all required data by the technical activity designated in Block 6.
- (d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes and the technical activity responsible for the data item as specified on the DD Form 1423 or in accordance with other requirements specified in each delivery order.
- (e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.
- (f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection from the Government.
- (g) DD Form 1423, Block 14 and Technical Data Mailing Addresses:
As specified in each delivery order.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A

0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A
0016	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A
0019	N/A	N/A	N/A	N/A
0020	N/A	N/A	N/A	N/A
0021	N/A	N/A	N/A	N/A
0022	N/A	N/A	N/A	N/A
0023	N/A	N/A	N/A	N/A
0024	N/A	N/A	N/A	N/A
0025	N/A	N/A	N/A	N/A
0026	N/A	N/A	N/A	N/A
0027	N/A	N/A	N/A	N/A
0028	N/A	N/A	N/A	N/A
0029	N/A	N/A	N/A	N/A
0030	N/A	N/A	N/A	N/A
0101	N/A	N/A	N/A	N/A
0102	N/A	N/A	N/A	N/A
0103	N/A	N/A	N/A	N/A
0104	N/A	N/A	N/A	N/A
0105	N/A	N/A	N/A	N/A

0106	N/A	N/A	N/A	N/A
0107	N/A	N/A	N/A	N/A
0108	N/A	N/A	N/A	N/A
0109	N/A	N/A	N/A	N/A
0110	N/A	N/A	N/A	N/A
0111	N/A	N/A	N/A	N/A
0112	N/A	N/A	N/A	N/A
0113	N/A	N/A	N/A	N/A
0114	N/A	N/A	N/A	N/A
0115	N/A	N/A	N/A	N/A
0116	N/A	N/A	N/A	N/A
0117	N/A	N/A	N/A	N/A
0118	N/A	N/A	N/A	N/A
0119	N/A	N/A	N/A	N/A
0120	N/A	N/A	N/A	N/A
0121	N/A	N/A	N/A	N/A
0122	N/A	N/A	N/A	N/A
0123	N/A	N/A	N/A	N/A
0124	N/A	N/A	N/A	N/A
0125	N/A	N/A	N/A	N/A
0126	N/A	N/A	N/A	N/A
0127	N/A	N/A	N/A	N/A
0128	N/A	N/A	N/A	N/A
0129	N/A	N/A	N/A	N/A
0130	N/A	N/A	N/A	N/A
0131	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52 211-11	Liquidated Damages--Supplies, Services, or Research and Development	SEP 2000
52 242-15	Stop-Work Order	AUG 1989
52 242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52 247-29	F O B Origin	FEB 2006
52 247-34	F O B Destination	NOV 1991
52 247-55	F O.B Point For Delivery Of Government-Furnished Property	JUN 2003
252 247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

Section G - Contract Administration Data

SECTION G**Section G – Contract Administration Data****G.1 Post Award Conference.**

The contractor shall attend a Post-Award Conference convened by the contracting activity at a site to be determined in Accordance with Federal Requisition Regulation Subpart 42.5. The contractor shall attend this Post-Award Conference at no additional cost to the Government under this contract.

G.2 Points of Contact.

(a) The Technical Point of Contact (TPOC) will be defined in each delivery order.

(b) The TPOC will provide technical direction and discussion, as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance.

(c) The TPOC is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery order). When, in the opinion of the contractor, the TPOC requests any of the aforementioned changes, the contractor shall promptly notify the Contracting Officer (or ordering officer for delivery orders) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer (or ordering officer) has issued a modification to the contract (or delivery order).

G.3 Submission and Payment of Invoices.

(a) The contractor shall submit a proper invoice in accordance with Section I, FAR clause 52.232-25 "Prompt Payment." Invoices shall be submitted in accordance with Section I, DFARS clause 252.232-7003 "Electronic Submission of Payment Requests."

Invoice submission and payment shall be in accordance with the respective "Payment" clause and other clauses and instructions depending on the respective contract type, as identified in individual delivery orders.

Fixed Price invoices shall be submitted pursuant to Section I, FAR clause 52.232-1, "Payments."

Time and Materials invoices shall be submitted pursuant to Section I, FAR clause 52.232-7, "Payments under Time and Material and Labor Hour contracts."

Cost-Reimbursement invoices shall be submitted pursuant to Section I, FAR clause 52.216-7, "Allowable Cost and Payment."

(c) Payment of Invoices. The contractor shall provide the proper invoice and receiving report in accordance with Section I, DFARS clause 252.232-7003 "Electronic Submission of Payment Requests." Payment will be made by the payment office designated in the individual delivery order. The Government payment office will not make disbursement to the contractor without evidence of receipt and acceptance or certification of the items invoiced from either the Order COR, Project Lead or other government representative as indicated in the individual delivery order.

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

(e) The contractor shall prepare:

- ☒ a separate invoice for each activity designated to receive the supplies or services for each CLIN and/or SLIN
- ☐ a consolidated invoice covering all shipments delivered under an individual order
- ☐ either of the above

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

(g) Contractor's failure to comply with the instructions above will render the invoice as improper, and resubmission of the invoice will be required in order to obtain invoice payment.

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

- (1) Contract line item number(s) (CLIN(s))
- (2) Subline item number(s) (SLIN(s))
- (3) Accounting Classification Reference Number(s) (ACRN(s))
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract.
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (i) A DD Form 250, "Material Inspection and Receiving Report"
 - ☒ is required with each invoice submittal
 - ☐ is required only with the final invoice
 - ☐ is not required
- (j) A Certificate of Performance
 - ☐ shall be provided with each invoice submittal
 - ☒ is not required

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

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

(m) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language

(n) A copy of every invoice shall also be provided to the individual listed below, at the address shown: Ethan J. Mueller, 2461 Eisenhower Avenue, Alexandria, VA 22331-1700. In addition, a copy of the final invoice shall be provided to either the Contracting Officer Technical Representative (COTR) or the Project Lead as identified in each order.

G.4 Instructions to Paying Office.

- (a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction
- (b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation or when multiple ACRNs are used, disbursements will be prorated in proportion to the unliquidated balance within a CLIN or SLIN, if assigned

G.5 Contract Administration Data.

(a) Contract Administration Office

- (1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

IMOD Contracting Officer: Dirk A. Robinson
 SFCA-IT-A
 Army Contracting Agency (ACA),
 Information Technology E-Commerce and Commercial Contracting Center (ITEC4)
 2461 Eisenhower Avenue, Room 284
 Alexandria, VA 22331-1700

Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: None.

- (b) PCO Quality Assurance Representative. Any quality assurance questions, comments, problems, recommendations, which cannot be resolved by Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) designated below:

IMOD Contracting Officer: Dirk A. Robinson
 SFCA-IT-A
 Army Contracting Agency (ACA),
 Information Technology E-Commerce and Commercial Contracting Center (ITEC4)
 2461 Eisenhower Avenue, Room 284
 Alexandria, VA 22331-1700

Paying Office. The disbursing office that will make payments will be designated

in each delivery order.

Section H - Special Contract Requirements

SECTION H

Section H – Special Contract Requirements

H 1 Order of Precedence

The contractor's final proposal submitted in response to Solicitation No W91QUZ-06-R-0002 and as revised through discussions, responses to Government IFNs, and as detailed in the contractor's Final Proposal Revision is hereby incorporated by reference into this contract

In the event of an inconsistency between the terms and conditions of this contract, the contractors contract proposal, resultant Delivery Orders (DOs), and the contractor DO proposals, the inconsistency shall be resolved by giving precedence in the following order:

- (a) The contract;
- (b) The DOs. excluding the contractor contract and DO proposals;
- (c) The contractor contract and DO proposals

H 2 Mandatory use of Contractor to Government Electronic Mail

(a) Unless exempted by the Contracting Officer (KO), communications after contract award shall be transmitted via electronic mail (e-mail) This shall include all communication between the Government and the contractor except Classified Information Return receipt will be used if a commercial application is available

(b) The format for all communication shall be compatible with the following:

Microsoft Word 2000 (Not to exceed 20 pages or ½ megabyte)
 Microsoft Excel 2000 (Not to exceed ½ megabyte)
 Microsoft PowerPoint 2000 for presentation slides

(c) Files larger than 2 megabytes must use alternate means of transmission (Note: This includes both the text message and the attachment) Large files can be submitted in disk format and mailed with the Contracting Officer's approval

(d) In addition to the KO, a copy of all communications shall be provided to the Contract Specialist

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters
 Requests for Proposals under the contract
 Price Issues (except contractor pricing data) Approvals/Disapproval's by the Government
 Technical Evaluations of Contract Items
 Clarifications
 Configuration Control
 Drawings (not to exceed ½ megabyte)
 Revised Shipping Instructions
 Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the KO's e-mail address and contain the /s/ symbol above the KO's signature block The contractor shall designate the personnel with

signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from the signature authority's e-mail address (see Section A, A 3)

(g) The Government reserves the right to upgrade to a more advanced commercial software application at any time during the life of the Contract

H 3 Notice of Internet Posting of Awards

It is the Government's intent to electronically post the IMOD contracts and modifications, orders issued under the contracts, and all order modifications to the designated IMOD web site (<http://www.eis.army.mil>). This does not include contractor proposals or any other proprietary information provided by contractors relevant to performance of this contract. Posting of the awards and modifications via the Internet is in the best interest of the Government as well as the contractors. It will allow Government customers and contracting activities as well as contractors to access this site in order to preview the types of efforts that have been accomplished under the IMOD contracts. This clause does not commit the Government to utilize an IMOD website or post all IMOD contract documentation inclusive of the IMOD contract, modifications, orders and order modifications on such a website. The Government may choose not to utilize such a website at any point prior to or after contract award if it is deemed to be in the Government's best interest.

H 4 Release of News Information

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer and Program Executive Officer, Enterprise Information Systems (PEO-EIS) Public Affairs Office (PAO). See also Section I, DFARS clause 252.204-7000 "Disclosure of Information."

H 5 Work on a Government Installation

In performing work under this contract on a Government installation or in a Government building, the contractor shall:

- (1) Obtain and maintain the minimum kinds and amounts of insurance specified in Section I Insurance clauses that are applicable to each Delivery Order (DO)
- (2) Conform to the specific safety requirements established by this contract and each DO
- (3) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract
- (4) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel connected in any way with performance under this contract
- (5) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes

H 6 Insurance

In accordance with the Section I, FAR clause 52.228-5, "Insurance - Work on a Government Installation" (Fixed Price Orders) or FAR 52.228-7, "Insurance--Liability to Third Persons" (Cost Orders) and this schedule, during the entire performance period of this contract, the Contractor shall acquire and maintain insurance of at least the following kinds and minimum amounts set forth below:

- (1) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in accordance with the

amounts specified by the laws of the states in which the work is to be performed under this contract. In the absence of such state laws, an amount of \$100,000 shall be required and maintained.

(2) Comprehensive General Liability Insurance: \$200,000 per person and \$500,000 per occurrence.

(3) Automobile Liability Insurance: \$200,000 per person and \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage.

(4) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

H 7 Security Requirement.

(a) The Government may require security clearances of at least Secret and up to Top Secret, Specialized Compartmentalized Information, for performance of any DO under this contract. A DO specific DD Form 254 will be incorporated for each DO, as required. The levels of security clearance and number of personnel required for each level are unknown.

(b) The Contractor shall provide sufficient personnel with the required security clearances to perform the work as specified in each DO. The personnel shall be cleared personnel in accordance with the clause in Section 1, "Security Requirements". If satisfactory security arrangements cannot be made with the Contractor, the required services shall be obtained from other sources.

(c) The level of classified access required shall be indicated in each DO. Contractor personnel not requiring a personnel security clearance, but performing Automated Data Processing (ADP) sensitive duties, are subject to investigative and assignment requirements IAW DoD 5200.2R, DoD Personnel Security Program, and affiliated regulations.

(d) The contractor shall bear the cost of any security clearances required for performance.

H 8 Travel

(a) Contractor personnel may be required to travel to support the requirements of this contract and as stated in each DO. Long distance and local travel will be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). For those DOs requiring travel, the contractor shall include estimated travel requirements in the proposal. The contractor shall then coordinate specific travel arrangements with each DO Contract Officer Representative or Project Lead to obtain advance, written approval for the travel about to be conducted. The contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel.

(b) If any travel arrangements cause additional costs to the DO that exceed those previously negotiated, written approval by DO modification issued by the Contracting Officer is required, prior to undertaking such travel. Costs associated with contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

H 9 Organization Conflict of Interest

(a) The provisions of FAR Subpart 9.5, Organization and Consultant Conflicts of Interest, concerning organizational conflicts of interest govern this contract and all subsequent DOs issued under this contract.

(b) Potential conflicts may exist in accordance with FAR 9.505-1, Providing Systems Engineering and Technical Direction, through 9.505-4, Obtaining Access to Proprietary Information.

(c) The contractor is responsible for identifying any actual or potential organizational conflicts of interest to the Contracting Officer that would arise as the result of the performance of this contract or the issuance of a DO under this contract

(d) The KO will determine on a case-by-case, DO-by-DO, basis whether a conflict of interest is likely to arise

(e) To avoid or mitigate a potential conflict, the KO will impose appropriate constraints, such as the following

(1) The contractor agrees that if it provides, under a contract or DO, systems engineering and technical guidance for systems and programs, but does not have overall contractual responsibility, it will not be allowed to be awarded a contract or DO to supply the system or any of its major components or be a subcontractor or consultant to a supplier of the system or any of its major components (FAR 9 505-1)

(2) The contractor agrees that if it prepares specifications for nondevelopmental items or assists in the preparation of work statements for a system or services under a contract or DO, it will not be allowed to furnish these items, either as a prime contractor, a subcontractor or as a consultant (FAR 9 505-2)

(3) The contractor agrees that if it gains access to proprietary data of other companies, it will protect such data and it will not use such proprietary data in supplying systems or components in future competitive procurements (FAR 9 505-4) In addition, the contractor agrees to protect the proprietary data and rights of other organizations disclosed to the contractor during performance of this contract and any DO with the same caution that a reasonably prudent contractor would use to safeguard highly valuable property The contractor also agrees that if it gains access to the proprietary information of other companies, it will enter into an agreement with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished

(4) The contractor agrees that it will not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by the DO or as may be directed by the KO

(5) The contractor agrees that it will neither evaluate nor advise the Government with regard to its own products or activities The contractor will objectively evaluate or advise the Government concerning products or activities of any prospective competitors

The contractor agrees that it will include the above provisions, including this paragraph, in agreements with teaming partners, consultants or subcontractors at any tier, which involve access to information, covered above The use of this clause in such agreements shall be read by substituting the word "consultant" or "subcontractor" for the word "contractor" whenever the latter appears

(f) The contractor shall effectively educate its employees, through formal training, company policy, information directives and procedures, in an awareness of the legal provisions of FAR Subpart 9 5 and its underlying policy and principles so that each employee will know and understand the provisions of that Subpart and the absolute necessity of safeguarding information under this contract and any DOs from anyone other than the contractor's employees who have a need to know, and the U S Government

(g) The term contractor herein used means: (1) the organization (hereinafter referred to as "it" or "its") entering into this agreement with the Government; (2) all business organizations with which it may merge, join or affiliate now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it; (3) its parent organization if any and any of its present or future subsidiaries, associates, affiliates, or holding companies, and; (4) any organization or enterprise over which it has direct or indirect control now or in the future

(h) In connection with a particular constraint, the contractor may submit a response to the KO for the purpose of indicating potential measures to avoid or mitigate a conflict

H 10 Government Property

(a) Government-Furnished Equipment. Government-furnished equipment, data, or services shall be identified in individual DOs

(b) Contractor Acquired Property. In the event the contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45, Government Property, is required

(c) Disposition of Government Property. Thirty (30) days prior to the end of the DO period of performance, or upon termination of the DO, the contractor shall furnish to the COR or Project Lead a complete inventory of all Government Property in his possession under the DO that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The DO COR or Project Lead will furnish disposition instructions on all listed property, which was furnished or purchased under the DO

(d) Risk of Loss. The contractor assumes full responsibility for and shall indemnify the Government for any and all loss or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, subcontractor, or any employee, agent, or representative of the contractor or subcontractor

H 11 Technology Refreshment

(a) In order to maintain IMOD as a viable contract vehicle, current with the information technology solution services required within scope, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the delivery order task areas or other requirements of the contract. These improvements may be proposed to add delivery order task/subtask areas in order to improve overall performance, or for any other purpose which presents a technological advantage to the Government. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract

(b) As a minimum, the following information shall be submitted by the Contractor with each technology improvement proposal to the Contracting Officer and Contracting Officer's Representative via email:

(1) A description of the difference between the existing contract/delivery order requirement and the proposed change, and the comparative advantages and disadvantages of each;

(2) Itemized requirements of the contract/delivery order that must be changed if the proposal is adopted, and the proposed revision to the contract/delivery order for each such change;

(3) A price proposal including the following shall be submitted: An estimate of the changes in performance and price, (to include a priced BOM) if any, that will result from adoption of the proposal

(4) A statement and supporting rationale of the proposed effective date of the contract/delivery order modification adopting the proposal, in order to obtain the maximum benefits of the changes during the remainder of this contract/delivery order; and

(5) Identify any effect on the contract/delivery order completion time or delivery schedule

(c) The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the KO as to the acceptance of any such proposal under this contract and any delivery order is final and not subject to the "Disputes" clause of this contract

- (d) The KO may accept any proposal submitted pursuant to this clause by issuance of a modification to this contract or any delivery order. Unless and until a modification is executed to incorporate a proposal under this contract or any delivery order, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract/delivery order.
- (e) If a proposal submitted pursuant to this clause is accepted and applied to this contract or any delivery order, the equitable adjustment increasing or decreasing the contract/delivery order price shall be in accordance with the procedures of the "Changes" clause. The resulting contract/delivery order modification will state that it is made pursuant to this clause.

H 12 Accessibility

All electronic and information technology procured under this contract must meet applicable accessibility standards at 36 CFR Part 1194, unless an exception exists, or, for commercial items, unless and to the extent that individual standards cannot be met with supplies or services available in the commercial marketplace in time to meet delivery requirements.

H 13 Commercial Software Licenses

- (a) Commercial software and software documentation delivered under this contract shall be subject to the terms of this clause and the governing commercial product license, to the extent the latter is consistent with Federal law and FAR 12.212, Computer Software. Notwithstanding the foregoing, the commercial product license shall apply only if a copy of the license is provided with the delivered product. In the event of conflict between this clause and the commercial software product license, this clause shall govern.
- (b) All software shall, as a minimum, be licensed and priced for use on any computer at a particular site.
- (c) The license shall be in the name of the U.S. Government.
- (d) The license shall be perpetual (also referred to as a nonexclusive, paid-up, world-wide license).
- (e) Software and software documentation shall be provided with license rights no less than rights provided with the software and the software documentation when sold to the public.
- (f) The license shall apply to any software changes or new releases.

H 14 DoD Enterprise Software Initiative (ESI)

In situations where the purchase of new commercial software, including preloaded software, is needed to satisfy the requirements of a particular DO, the contractor will first be required to review and utilize available Department of Defense Enterprise Software Initiative (DoD ESI). In the event that the software required to satisfy a particular DO is not available to the contractor through a DoD ESI source, the contractor shall be authorized to obtain the software through an alternate source. The listing of COTS software available from DoD ESI sources can be viewed on the web at <https://ascp.monmouth.army.mil/scp/esi/esioverview.jsp>.

H 15 Application of Davis-Bacon Act Provisions

- (a) Pursuant to FAR 22.402(b)(1), Applicability, the Davis-Bacon Act will apply to individual DOs under this contract for which there are specific requirements for significant amounts of construction work.
- (b) For the purpose of determining applicability of the Act to a given DO, "significant" is defined as 32 or more hours of construction work on a single DO.

H 16 Small Business Subcontracting Goals

(a) Small business participation goals are subject to FAR Clause 52.219-16, "Liquidated Damages-Subcontracting Plan". The total amount of liquidated damages will be an amount equal to the actual dollar amount by which the offeror/contractor has failed to achieve each subcontracting goal but shall not exceed 10% of the total dollar value for each issued delivery order minus the total dollar amounts withheld by the Government from the final liquidation payments for each issued delivery order. For example, if the Government has already withheld a total of 10% of the total dollar value for each issued delivery order from the final liquidation payments then these withholds would be used to satisfy liquidated damages under FAR Clause 52.219-16. Total liquidated damages assessed pursuant to FAR Clause 52.219-16 will not exceed 10% of the total dollar value for all delivery orders issued pursuant to this contract.

(b) The period of time used for measuring compliance to small business participation goals for the IMOD contract and also for measuring compliance with the small business goals that are contained in the Small Business Subcontracting Plan shall be on a year by year basis from the date of award of the contract until contract completion inclusive of both the base period and option period (if exercised by the Government).

(c) Small business participation goals may be satisfied only by direct first tier subcontracts from the contractor.

(d) In the event a delivery order contains minimum small business participation goals applicable to that delivery order only, when the contractor submits an invoice for a final liquidation payment for the delivery order, the contractor must demonstrate that it has met all of the delivery order requirements pertaining to such small business participation goals. If not, the Government will take a dollar for dollar decrement in the final liquidation payment equal to the actual dollar amount by which the contractor failed to achieve each small business participation goal. This final liquidation payment decrement will not exceed 10% of the total dollar value of the delivery order (inclusive of all options). Waivers from the firm requirement to achieve these goals will be considered by the Contracting Officer on a case-by-case basis. In addition, the Government will add contractor performance of the IMOD delivery orders to a past performance database (inclusive of both IMOD and non-IMOD programs) for each contractor. The Government will continue to take past performance (including performance related to achieving small business goals) into account when issuing future IMOD delivery orders.

(e) Upon the award of a contract as a result of this RFP, the contractor's proposed Small Business Subcontracting Plan (containing no dollar amounts, only percentages) will be incorporated into the contract as an Attachment. Following contract award, each time the contractor is awarded a delivery order, the contractor will be required to modify the Small Business Subcontracting Plan contained in the contract and update it for the purposes of either including or adding dollar amounts that are based on percentages contained in the Small Business Subcontracting Plan in relation to the actual dollar amounts of the delivery orders that have been issued under the IMOD IDIQ Contract. The updated Small Business Subcontracting Plan shall be incorporated into the IMOD IDIQ Contract via a bilateral modification.

H.17 Contractor Manpower Reporting (CMR)

All CMR Requirements for this IDIQ Contract and all subsequent delivery orders issued under the contract are identified in the Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP), Attachment X in Section J.

H.18 Contract Administration

(a) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract requires maximum coordination between the Government and the contractor. The following provides the roles and their respective authority during the performance of the contract:

(1) Contracting Officer (KO). The KO is the only person authorized to direct changes in any of the requirements under this contract, and, notwithstanding any provisions contained elsewhere in this contract, said authority

remains solely in the KO. In the event the Contractor effects any such change at the direction of any person other than the KO, the change will be considered to have been made without authority and solely at the risk of the Contractor.

All contract administration will be effected by the KO. Communications pertaining to contractual administrative matters shall be addressed to the KO. No changes in or deviation from the terms and conditions of either the contract or subsequent centralized delivery orders shall be effected without a written modification to the contract or centralized delivery order executed by the KO authorizing such changes. Ordering under the IMOD contract will be centralized. Only the KO will issue and modify centralized orders under the IMOD contract. However, the KO may, on a case by case basis, delegate contract administration authority for decentralized ordering via a written, signed letter to an Ordering Contracting Officer (O KO). An O KO will only be utilized for decentralized ordering under the IMOD contract. Orders issued under this contract can be Firm Fixed Price, Cost-Reimbursement or Time-and-Materials depending on which contract type best suits the requirement.

(2) Contracting Officer's Representative (COR). The KO shall, on a case by case basis, designate DO level CORs during the term of this contract, DFARS clause 252.201-7000 "Contracting Officer's Representative." The COR will provide assistance in the identification and resolution of problems, conflicts in priority, subtask requirement definitions, and other operations type problems.

(3) Ordering Contracting Officers (O KOs). O KOs within the U.S. Army and Department of Defense are authorized to place orders within the terms of this contract and within the limitations of their authority as contained in the KO's written, signed letter. O KOs are not authorized to make changes to the contract's terms and conditions. O KO authority is limited to the individual decentralized orders as stated in the KO's written, signed letter.

(4) Order Contracting Officer's Representative (O COR). As authorized in the KO's written, signed letter, the O KO may designate individuals to act as an O COR under any resultant decentralized order that is within their cognizance. Order CORs may provide technical guidance in direction of the work, but they will not be authorized to change any of the terms and conditions of either the contract or the decentralized order. Order CORs will be designated by a letter of appointment from the O KO.

(5) Contractor. The contractor shall not accept any instructions issued by any person employed by the U.S. Government or otherwise, other than the KO, or the O KO acting within the limits of his or her authority.

The contractor shall not in any way represent that he or she is a part of the U.S. Government or that he or she has the authority to contract or procure supplies for the account of the United States of America.

H 19 Ordering

(a) Ordering under the IMOD contract will be centralized. Only the KO will issue and modify centralized orders under the IMOD contract. However, the KO may, on a case by case basis, delegate contract administration authority for decentralized ordering via a written, signed letter to an Ordering Contracting Officer (O KO). An O KO will only be utilized for decentralized ordering under the IMOD contract.

(b) All orders issued under this contract are subject to the terms and conditions of the contract. The contract takes precedence in the event of conflict with any order. Orders issued under this contract can be Firm Fixed Price, Cost-Reimbursement or Time-and-Materials depending on which contract type best suits the requirement.

(c) All requirements under this contract will be ordered by issuance of written orders in accordance with FAR subpart 16.5, Indefinite-Delivery Contracts and DFARS 216.5, Indefinite-Delivery Contracts. An appropriate order form (DD Form 1155) shall be issued for each order.

(d) Except as provided in subparagraph (f) below, the KO or if delegated by the KO the O KO, will initiate the order process by the issuing a Request for a Task Execution Plan (RTEP) which will be issued to all IMOD contract holders and will include instructions to offerors and source selection criteria. The source selection criteria for the

delivery orders may consist of but not be limited to such factors and/or subfactors as: Technical, Management, Past Performance, Small Business Participation and/or Price/Cost. RTEPs may include all, some or none of these possible factors and/or subfactors depending on the nature of the specific delivery order requirement. The RTEP will also include one of three statements: a Statement of Objectives (SOO), a Performance Work Statement (PWS) or a Statement of Requirements (SOR), depending on the nature and complexity of the requirement. In addition, the RTEP will identify the order contract type: Firm Fixed Price, Cost-Reimbursement or Time-and-Materials based on the contract type that best suits the requirement. With the exception of the terms and conditions outlined in paragraph g, all orders placed under this contract shall be in accordance with this process.

(e) The Contractors are encouraged to respond to all RTEPs with a Task Execution Plan (TEP), which will be submitted to the Government within the proposal submission date, as specified in the RTEP submittal instructions. The contractor's TEP response shall include sufficient detail to permit the Government to evaluate the proposals, in accordance with the evaluation criteria stated in the RTEP. At the discretion of the Contracting Officer, the Government reserves the right to require all Contractors to respond to any particular RTEP.

(f) The Government will provide each contractor a fair opportunity to be considered for an award unless one of four exemptions in FAR 16.505(b)(2) applies. These exemptions are:

1. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
2. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
3. The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
4. It is necessary to place an order to satisfy a minimum guarantee.

(g) The Government reserves the right to order Tasks 1, 2, and 3 based on the proposals submitted in response to this RFP by no later than one year after contract award. It is noted that should the Government choose to award orders for Tasks 1, 2 and/or 3 on the basis of the proposals submitted in response to this RFP, the Government will not follow the RTEP and TEP procedures and steps in awarding Tasks 1, 2, and/or 3. If the Government chooses to award orders for Tasks 1, 2 and/or 3, two separate source selection processes will be conducted based on offeror proposal submissions in accordance with Sections L&M of the IMOD RFP. The Government will take the proposals submitted in response to this RFP and conduct source selection decisions and award Tasks 1, 2 and/or 3. With the exception of the Minimum Guarantee and Tasks 1, 2 and/or 3, the Government will follow the RTEP and TEP process for all orders to be issued under this contract.

(h) Evaluation Procedures for Awarding Delivery Orders for Tasks 1, 2, and 3

For purposes of awarding delivery orders for performance of Tasks 1, 2, and 3, the Government will evaluate each task in accordance with the evaluation criteria described in section M as modified below:

For Tasks 1, 2, and 3, the Mission Support Factor is significantly more important than the Small Business Participation Subfactor under the Capability Factor. For the purposes of awarding delivery orders for Tasks 1, 2, and 3, only the Small Business Participation Subfactor under the Capability Factor shall be evaluated. All other subfactors under the Capability Factor will not be evaluated. For the purposes of awarding delivery orders for Tasks 1, 2, and 3, the Performance Risk Factor will not be evaluated. The Small Business Participation Subfactor under the Capability Factor is more important than Factor 4, Price. While Factor 4, Price is an important part of the integrated selection decision for Tasks 1, 2, and 3, the non-price evaluation factors/subfactors, Mission Support and Small Business Participation collectively, are significantly more important than Factor 4, Price.

For Task 1, Sagami, Japan, under the Mission Support Factor, the Management subfactor is more important than the Technical subfactor. For Task 2, Fort Riley, under the Mission Support Factor, the Technical subfactor is more important than the Management subfactor. For Task 3, Sheridan Barracks and Artillery Kaserne, Germany, under the Mission Support Factor, the Management subfactor is more important than the Technical subfactor.

- (i) The contractor is responsible for all bid and proposal costs incurred in performance of the contract
- (j) Distribution of orders shall be made by the contract ordering offices, in accordance with FAR 4 2, Contract Distribution, DFARS 204 2, Contract Distribution
- (k) Performance under orders shall commence only after the receipt of an executed order via facsimile or e-mail, signed by the KO or OKO. The Government shall not be obligated to reimburse the contractor for work performed, items delivered, or any costs incurred, nor shall the contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed orders
- (l) The KO or OKO reserve the right to withdraw and cancel an order at any time prior to execution if issues pertaining to the proposed order arise that cannot be satisfactorily resolved. The KO or OKO's decision on each order shall be final and shall not be subject to protest under FAR Subpart 33.1, Protest, except for a protest that the order increases the scope, period, or maximum value of the contract. The Army Contracting Agency, ITEC4 Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered for each order, consistent with the procedures in this contract. The designated Ombudsman is identified in A 2 of the contract
- (m) The Government may unilaterally change these ordering procedures at any time and at its sole discretion

H 20 Disclosure, Use and Protection of Proprietary Information

- (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance
- (b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above
- (c) Since the ISC is neither an employee or agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government
- (d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor
- (e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9 505-4) of the agreement will be provided to the Procuring Contracting Officer

H 21 Authorized Changes Only by the Contracting Officer

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract
- (b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract or delivery orders and notwithstanding provisions contained elsewhere in this contract, the said authority

remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract or delivery order price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Dirk A. Robinson
IMOD Contracting Officer (703) 325-3308
Army Contracting Agency (ACA),
Information Technology E-Commerce and Commercial Contracting Center (ITEC4)
2461 Eisenhower Avenue, Room 284
Alexandria, VA 22331-1700

H.22 Government Property for the Performance of this Contract
(Fixed Price)

(a) Definition Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract Government production and research property, material, and agency peculiar property covered by the following listed

Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:

Contract No(s): As specified in each delivery order

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract

(2) Special Tooling (as defined in FAR 45 101):

As specified in each delivery order

(3) Special Test Equipment (as defined in FAR 45 101):

As specified in each delivery order

(4) Facilities (as defined in FAR 45 301 and DFARS 245 301):

As specified in each delivery order

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract)

(5) Agency Peculiar Property (as defined in FAR 45 301 and DFARS 245 301):

As specified in each delivery order

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

(A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;

(B) the agency peculiar property shall be accounted for under this contract; and
 (C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer

(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL))

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract

(2) Material (as defined in FAR 45.301):

As specified in each delivery order

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1. A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract or delivery order. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

As specified in each delivery order

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

(e) Government Installations to be Made Available Under this Contract (This paragraph covers Government installations, or portions thereof, to be made available to a contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (c)(2) in accordance with standard operating procedures and priorities unless otherwise specified in the Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations

As specified in each delivery order

(f) Bailed Property to be Used Under this Contract (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)

(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property.

Bailment Agreement
Under which

(2) Description Serial Number Accountable

As specified in each delivery order

(3) The bailed property identified in (f)(2) is furnished "as is" and the Government makes no representations or warranties with respect to such property, including the suitability of such property for the intended use.

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost The price of this contract constitutes full compensation to the contractor for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

(j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.

(k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.

(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.

(m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease;

provided, however, that if any such decrease is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

H 23 Government Property for the Performance of this Contract (Cost)

(a) Definition Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract Government production and research property, material, and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:

Contract No(s): As specified in each delivery order

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract.)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.

(2) Special Tooling (as defined in FAR 45.101):

As specified in each delivery order.

(3) Special Test Equipment (as defined in FAR 45.101):

As specified in each delivery order.

(4) Facilities (as defined in FAR 45.301 and DFARS 245.301):

As specified in each delivery order.

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract.)

(5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

As specified in each delivery orders

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

- (A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;
- (B) the agency peculiar property shall be accounted for under this contract; and
- (C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer
- (d) Government Material and Agency Peculiar Property to be Furnished Under this Contract (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)
- (1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract
- (2) Material (as defined in FAR 45.301):

As specified in each delivery order

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1 A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract or delivery order. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

- (3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

As specified in each delivery order

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

- (e) Government Installations to be Made Available Under this Contract (This paragraph covers Government installations, or portions thereof, to be made available to a

contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

- (1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures.

and priorities unless otherwise specified in the Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations

As specified in each delivery order

(f) Bailed Property to be Used Under this Contract (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)

(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property.

Bailment Agreement
Under which

(2) Description Serial Number Accountable

As specified in each delivery order

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost. The estimated cost, and fee, if any, of this contract makes full allowance for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be

installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

(j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.

(k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.

(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.

(m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease; provided, however, that if any such decrease

is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized

H 24 Acceptance Under Special Conditions

(a) Acceptance under Special Conditions The Government may, in the discretion of the Contracting Officer, finally or provisionally accept any supply prior to completion of work on such supply in the following situations:

- (1) When the contractor, despite the exercise of due diligence, encounters unavoidable delay in securing contractor-furnished property;
- (2) When Government-furnished property suitable for installation in any supply to be furnished hereunder is not delivered to the contractor in sufficient time to permit installation by the contractor prior to the date the supply is scheduled for delivery; or,
- (3) When defects or deficiencies are known to exist in the supply, but when correction of the defects or deficiencies is not practicable within the delivery schedule set forth in the contract or delivery order

Pending completion of any supply provisionally accepted under this clause, the Contracting Officer shall withhold an amount as he or she determines to be appropriate from the contract price

H 25 Exercise of Options

The Government may exercise the five-year option period of this contract in accordance with FAR 52.217-9, Option to Extend the Term of the Contract In addition to the terms and conditions of FAR 52.217-9, prior to the option exercise date, the Government reserves the right to do one or both of the following:

- 1 Compete a delivery order among the IDIQ contract awardees to be awarded as the first delivery order for the five year option period This competed delivery order will serve as the basis for making a determination that exercising the option is the most advantageous way of fulfilling the Government's need in considering price. The issued RTEP will specify that the particular delivery order to be competed will be awarded as the first delivery order for the five year option period. If a contractor does not submit a proposal in response to the RTEP for the first delivery order for the five year option period, it will be ineligible for the exercise of the five year option period under this contract
- 2 Utilize the most recently awarded delivery order awarded under the five year base period as the basis for making a determination that exercising the option is the most advantageous way of fulfilling the Government's need in considering price

When determining whether to exercise the option, the Government may consider the contractor's history of competing for and obtaining delivery orders as well as the contractor's history of successful performance of delivery orders under the contract

Section I - Contract Clauses

11 Clauses incorporated by reference

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):

<http://farsite.hill.af.mil>

The following contract clauses are hereby incorporated by reference:

CLAUSES INCORPORATED BY REFERENCE

52 202-1	Definitions	JUL 2004
52 203-3	Gratuities	APR 1984
52 203-5	Covenant Against Contingent Fees	APR 1984
52 203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52 203-7	Anti-Kickback Procedures	JUL 1995
52 203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52 203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52 204-2	Security Requirements	AUG 1996
52 204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52 204-7	Central Contractor Registration	OCT 2003
52 209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52 211-5	Material Requirements	AUG 2000
52 211-15	Defense Priority And Allocation Requirements	SEP 1990
52 215-2	Audit and Records--Negotiation	JUN 1999
52 215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52 215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52 215-12	Subcontractor Cost or Pricing Data	OCT 1997
52 215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52 215-14	Integrity of Unit Prices	OCT 1997
52 215-15	Pension Adjustments and Asset Reversions	OCT 2004
52 215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52 215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52 215-19	Notification of Ownership Changes	OCT 1997
52 216-7	Allowable Cost And Payment	DEC 2002
52 216-8	Fixed Fee	MAR 1997
52 216-18	Ordering	OCT 1995
52 216-19	Order Limitations	OCT 1995
52 216-22	Indefinite Quantity	OCT 1995
52 217-8	Option To Extend Services	NOV 1999

52 219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52 219-8	Utilization of Small Business Concerns	MAY 2004
52 219-9	Small Business Subcontracting Plan	JUL 2005
52 219-9 Alt II	Small Business Subcontracting Plan (Jul 2005) Alternate II	OCT 2001
52 219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52 219-19	Small Business Concerns Representation For The Small Business Competitiveness Demonstration Program	OCT 2000
52 222-2	Payment For Overtime Premiums	JUL 1990
52 222-3	Convict Labor	JUN 2003
52 222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52 222-6	Davis Bacon Act	JUL 2005
52 222-7	Withholding of Funds	FEB 1988
52 222-8	Payrolls and Basic Records	FEB 1988
52 222-9	Apprentices and Trainees	JUL 2005
52 222-10	Compliance with Copeland Act Requirements	FEB 1988
52 222-11	Subcontracts (Labor Standards)	JUL 2005
52 222-12	Contract Termination-Debarment	FEB 1988
52 222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52 222-14	Disputes Concerning Labor Standards	FEB 1988
52 222-15	Certification of Eligibility	FEB 1988
52 222-20	Walsh-Healey Public Contracts Act	DEC 1996
52 222-21	Prohibition Of Segregated Facilities	FEB 1999
52 222-26	Equal Opportunity	APR 2002
52 222-29	Notification Of Visa Denial	JUN 2003
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
52 223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52 223-6	Drug-Free Workplace	MAY 2001
52 223-14	Toxic Chemical Release Reporting	AUG 2003
52 224-1	Privacy Act Notification	APR 1984
52 224-2	Privacy Act	APR 1984
52 225-3	Buy American Act--North American Free Trade Agreement--Israeli Trade Act	JAN 2006
52 225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52 227-1	Authorization and Consent	JUL 1995
52 227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52 228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52 228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52 228-5	Insurance - Work On A Government Installation	JAN 1997
52 228-7	Insurance--Liability To Third Persons	MAR 1996
52 229-3	Federal, State And Local Taxes	APR 2003
52 229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52 229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52 229-10	State of New Mexico Gross Receipts and Compensating Tax	APR 2003
52 230-2	Cost Accounting Standards	APR 1998
52 230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52 230-6	Administration of Cost Accounting Standards	APR 2005
52 232-1	Payments	APR 1984

52 232-7	Payments Under Time-And-Materials And Labor Hour Contracts	AUG 2005
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
52 232-16	Progress Payments	APR 2003
52 232-16 Alt I	Progress Payments (Apr 2003) - Alternate I	MAR 2000
52 232-17	Interest	JUN 1996
52 232-18	Availability Of Funds	APR 1984
52 232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52 232-20	Limitation Of Cost	APR 1984
52 232-22	Limitation Of Funds	APR 1984
52 232-23	Assignment Of Claims	JAN 1986
52 232-25	Prompt Payment	OCT 2003
52 232-32	Performance-Based Payments	FEB 2002
52 232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52 233-1	Disputes	JUL 2002
52 233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52 233-3	Protest After Award	AUG 1996
52 233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52 236-7	Permits and Responsibilities	NOV 1991
52 237-3	Continuity Of Services	JAN 1991
52 237-7	Indemnification and Medical Liability Insurance	JAN 1997
52 239-1	Privacy or Security Safeguards	AUG 1996
52 241-1	Electric Service Territory Compliance Representation	MAY 1999
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
52 242-10	F O B Origin--Government Bills Of Lading Or Prepaid Postage	APR 1984
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
52 243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52 244-2	Subcontracts	AUG 1998
52 244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	MAR 2005
52 244-5	Competition In Subcontracting	DEC 1996
52 244-6	Subcontracts for Commercial Items	FEB 2006
52 246-17	Warranty Of Supplies Of A Noncomplex Nature	JUN 2003
52 246-19	Warranty Of Systems And Equipment Under Performance Specifications Or Design Criteria	MAY 2001
52 246-20	Warranty Of Services	MAY 2001
52 247-1	Commercial Bill Of Lading Notations	FEB 2006
52 247-63	Preference For U S Flag Air Carriers	JUN 2003
52 248-1	Value Engineering	FEB 2000
52 249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52 249-6	Termination (Cost Reimbursement)	MAY 2004
52 249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52 249-8	Default (Fixed-Price Supply & Service)	APR 1984

52 249-14	Excusable Delays	APR 1984
52 251-1	Government Supply Sources	APR 1984
52 252-4	Alterations in Contract	APR 1984
52 253-1	Computer Generated Forms	JAN 1991
252 201-7000	Contracting Officer's Representative	DEC 1991
252 203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252 203-7002	Display Of DOD Hotline Poster	DEC 1991
252 204-7000	Disclosure Of Information	DEC 1991
252 204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252 204-7003	Control Of Government Personnel Work Product	APR 1992
252 204-7004 Alt A	Central Contractor Registration (52 204-7) Alternate A	NOV 2003
252 204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252 205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252 209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252 211-7000	Acquisition Streamlining	DEC 1991
252 211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252 215-7000	Pricing Adjustments	DEC 1991
252 215-7002	Cost Estimating System Requirements	OCT 1998
252 219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252 222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252 223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252 225-7000	Buy American Act--Balance Of Payments Program Certificate	JUN 2005
252 225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252 225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252 225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	JUN 2005
252 225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	JUN 2005
252 225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	JUN 2005
252 225-7012	Preference For Certain Domestic Commodities	JUN 2004
252 225-7013	Duty-Free Entry	JUN 2005
252 225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252 225-7020	Trade Agreements Certificate	JAN 2005
252 225-7021	Trade Agreements	FEB 2006
252 225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252 225-7036	Buy American--Free Trade Agreement--Balance of Payments Program	JUN 2005
252 225-7036 Alt 1	Buy American--Free Trade Agreement--Balance of Payments Program (Jun 2005) Alternate 1	JAN 2005
252 225-7038	Restriction on Acquisition of Air Circuit Breakers	JUN 2005
252 225-7040	Contractor Personnel Supporting a Force Deployed Outside the United States	JUN 2005
252 225-7041	Correspondence in English	JUN 1997
252 225-7042	Authorization to Perform	APR 2003
252 225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252 227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995

252 227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252 227-7015	Technical Data--Commercial Items	NOV 1995
252 227-7016	Rights in Bid or Proposal Information	JUN 1995
252 227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252 227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252 227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252 227-7027	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
252 227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252 228-7000	Reimbursement for War-Hazard Losses	DEC 1991
252 228-7003	Capture and Detention	DEC 1991
252 231-7000	Supplemental Cost Principles	DEC 1991
252 232-7000	Advanced Payment Pool	DEC 1991
252 232-7003	Electronic Submission of Payment Requests	JAN 2004
252 232-7008	Assignment of Claims (Overseas)	JUN 1997
252 233-7001	Choice of Law (Overseas)	JUN 1997
252 235-7011	Final Scientific or Technical Report	NOV 2004
252 239-7000	Protection Against Compromising Emanations	JUN 2004
252 241-7000	Superseding Contract	DEC 1991
252 243-7001	Pricing Of Contract Modifications	DEC 1991
252 243-7002	Requests for Equitable Adjustment	MAR 1998
252 245-7001	Reports Of Government Property	MAY 1994
252 246-7001	Warranty Of Data	DEC 1991
252 251-7001	Use Of Interagency Fleet Management System (IFMS) Vehicles And Related Services	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52 217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52 236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36 502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52 245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)

(a) Government-furnished property

(1) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government

directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap (to which the Government has obtained title under paragraph (c) of this clause) --(i) Contractor with an approved scrap procedure --(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure The Contractor shall submit an inventory disposal schedule for all scrap

(2) Pre-disposal requirements When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the acquisition cost

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices)

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts

(3) Inventory disposal schedules --(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Computers, components thereof, peripheral equipment, and related equipment;

(E) Precious Metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use

(4) Submission requirements The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part

(5) Corrections The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated

(6) Postsubmission adjustments The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period

(7) Storage --

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property

(8) Disposition instructions

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures

(ii) The Contractor shall prepare for shipment, deliver to origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause

(9) Disposal proceeds The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs

(10) Subcontractor inventory disposal schedules The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause

(j) Abandonment of Government property

- (1) The Government will not abandon sensitive Government property without the Contractor's written consent.
- (2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease
- (3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs
- (k) Communications All communications under this clause shall be in writing
- (l) Overseas contracts If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively
- (End of clause)

52 245-9 USE AND CHARGES (AUG 2005)

(a) Definitions As used in this clause:

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

Government property means all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property as defined in FAR 45.101

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

Rental period means the calendar period during which Government property is made available for nongovernmental purposes

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

(b) Use of Government property The Contractor may use the Government property without charge in the performance of--

- (1) Contracts with the Government that specifically authorize such use without charge;
- (2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract--
 - (i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work

(c) Rental If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs

(d) General (1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause

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

(e) Rental charge —

(1) Real property and associated fixtures

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

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

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially

(2) Other Government property The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720

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

(f) Rental payments (1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the

Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

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

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

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

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause:

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/eqivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code)

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/dpap/UID/uid-types.html>

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item

(c) DoD unique item identification or DoD recognized unique identification equivalents

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line	
item No	Item description:

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -----

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology -- EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology -- EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution "DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The "DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media

(4) DoD unique item identification and DoD recognized unique identification equivalents

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U S Military Property, cited in the contract Schedule

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent

(2) Unique item identifier type

(3) Issuing agency code (if concatenated unique item identifier is used)

(4) Enterprise identifier (if concatenated unique item identifier is used)

(5) Original part number

(6) Lot or batch number

(7) Current part number (if not the same as the original part number)

(8) Current part number effective date

(9) Serial number

(10) Government's unit acquisition cost

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part

(3) Unique item identifier type **

(4) Issuing agency code (if concatenated unique item identifier is used) **

(5) Enterprise identifier (if concatenated unique item identifier is used) **

(6) Original part number **

(7) Lot or batch number **

(8) Current part number (if not the same as the original part number **

(9) Current part number effective date **

(10) Serial number **

(11) Unit of measure

(12) Description

** Once per item

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>

(g) Subcontracts If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

252 217-7028 OVER AND ABOVE WORK (DEC 1991)

(a) "Definitions "

As used in this clause --

(1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is --

(i) Within the general scope of the contract;

(ii) Not covered by the line item(s) for the basic work under the contract; and

(iii) Necessary in order to satisfactorily complete the contract

(2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover --

(1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the

type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;

(2) Government review, verification, and authorization of the work; and

(3) Proposal pricing, submission, negotiation, and definitization

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures

(d) The Government shall --

(1) Promptly review the work request;

(2) Verify that the proposed work is required and not covered under the basic contract line item(s);

(3) Verify that the proposed corrective action is appropriate; and

(4) Authorize over and above work as necessary

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

(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

SECTION J

Section J – List of Attachments

Attachment 1 - Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in Support of the Installation Information Infrastructure Modernization Program (I3MP)

Attachment 2 – Small Business Contracting Requirement

Attachment 3 – Component Ceiling Price Sheet

Section K - Representations, Certifications and Other Statements of Offerors

SECTION K

K-1. The following solicitation provisions are hereby incorporated by reference:

Number Title & Date

52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

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

(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 or 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 being 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) of this provision have not participated, and will not

participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; 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.

K-3. TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)

(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 _____

K-4. WOMEN-OWNED BUSINESS (MAY 1999) (FAR-52.204-5)

(a) Definition "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of 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 _____ is not _____ a women-owned business concern

K-5. ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005) (FAR 52.204-8)

(a)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying

change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K-6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001) (FAR 52.209-5)

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.

K-7. BRAND NAME OR EQUAL (AUG 1999) (FAR 52.211-6)

- (a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.
- (b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—
 - Meet the salient physical, functional, or performance characteristic specified in this solicitation;
 - Clearly identify the item by—
 - (i) Brand name, if any; and
 - (ii) Make or model number;
 - Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
 - Clearly describe any modification the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modification.
- (c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
- (d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

K-8. PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-6)

- (a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ¹ intends, ¹ does not intend *[check applicable block]* to use one or more plants or facilities located at a different address

from the address of the offeror or respondent as indicated in this proposal or response to request for information

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER OR OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

K-9. WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (FAR 52.215-17)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

**K-10. SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)
(FAR 52.219-1) ALTERNATE I (APR 2002)**

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 334210 *[insert NAICS code]*.
- (2) The small business size standard is 1000 *[insert size standard]*.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The offeror represents as part of its offer that it * is, * is not a small business concern.
- (2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.
- (4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.
- (5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.
- (6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that —

- (i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

“Veteran-owned small business concern” means a small business concern—

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

“Women-owned small business concern,” means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

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

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

Alternate I (Apr 2002) As prescribed in **19.308(a)(2)**, add the following paragraph (b)(7) to the basic provision:

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

- ☐ Black American.
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding

K-11. SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999) (FAR 52.219-22)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation

(b) Representations (1) General The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

* (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

* (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted

(2) * For Joint Ventures The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act

K-12. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (FAR 52.222-22)

The offeror represents that-

(a) It ¹ has, ¹ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ¹ has, ¹ 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

K-13. AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52-222-25)

The offeror represents that -

(a) It ¹ has developed and has on file, ¹ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ¹ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor

K-14. REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)

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

(b) Representation. The Offeror represents that it -

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

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

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

K-15 PARTICIPATION OF SUPPORT CONTRACTORS IN THE IMOD ACQUISITION

(a) Submitters are advised that the support contractor identified below has been retained to provide acquisition support during the IMOD procurement to include the entire IMOD source selection process. The support contractor will be given authorized access to any proprietary information submitted to enable her to perform her duties. The support contractor is expressly prohibited from providing any assistance other than acquisition support and from competing on the subject acquisition and from scoring, ranking, or recommending a source selection in this IMOD procurement.

Firm: VIATECH, INC.
 Address: 615 Hope Road, BLDG 3A, Eatontown NJ 07724
 Contact: Ethan J. Mueller
 Telephone: (703) 325-2090
 Facsimile: (703) 325-3351
 E-mail: Ethan.Mueller@VTEC4.army.mil

(b) In accomplishing the duties related to the source selection process, the aforementioned support contractor will require access to proprietary information.

(c) VIATECH, INC. has provided a signed statement to the Government in which they agree not to use or disclose any acquisition-sensitive information to which they obtain access to, as a result of performing work in support of the IMOD acquisition except as required to perform that work. The restriction explicitly includes "proposal information."

(d) In order to facilitate participation by VIATECH, INC. in support of this source selection process, it is requested that submitters provide a written statement in their proposals (including necessary coverage of any team member) that authorizes VIATECH, INC. to have access to information submitted in response to this RFP, to include any proprietary information.

(e) The foregoing approach of providing a written statement is preferred. If the submitter requires, however, that VIATECH, INC. execute corporate agreements, provide a copy of the corporate agreements with the proposal submission. Pursuant to FAR 9.505-4, the agreement between a submitter and VIATECH, INC. should state that VIATECH, INC. will (1) protect the submitter's information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was

furnished. If this alternative is selected instead of submitting a statement as described in the paragraph above, it is requested that the submitter contact VIATECH, INC promptly to effect execution of such agreement prior to making its proposal submission in response to this RFP.

K-16 ORGANIZATIONAL CONFLICT OF INTEREST

With regard to the Fort Riley, Kansas Task, General Dynamics, a current DSSMP IDIQ contract holder, entered into a merger agreement with Signal Solutions, Incorporated (formerly known as Veridian IT Services, Incorporated (VITS)). Signal Solutions is currently performing Task Order 0467 of contract number DAAB32-00-D-0001 (also known as the Total Engineering and Integration Services (TEIS) contract) for the performance of network and security engineering, security product evaluations, certification and accreditation, logistics support, acquisition, installation and integration support and technical writing in support of the USAISEC. One of the tasks required to be performed by Signal Solutions under the Task Order was completion of the PWS for the I3MP Upgrade at Fort Riley, Kansas and the QASP (RFP Attachment 7). The PWS for Fort Riley and the QASP were furnished by Signal Solutions as deliverables under the task order.

In accordance with the terms of its contract, Signal Solutions submitted an Organizational Conflict of Interest Avoidance / Mitigation plan. Pursuant to FAR Part 9.5, the contracting officer for this RFP investigated this matter and has determined that any potential conflict of interest has been successfully mitigated or avoided with regard to Task Order 0467 performed by Signal Solutions as described above. Consequently, should General Dynamics submit a proposal in connection with this RFP, no conflict of interest exists in connection with Task Order 0467 which would restrict General Dynamics' eligibility for award of a contract resulting from this RFP pursuant to FAR 9.504(e).

With regard to the Sagami Task, Siemens Enterprise Networks LLC, a current DSSMP IDIQ contract holder, completed order number 0105 under contract number DAAB07-97-D-L024 for the performance of the I3MP, Phase I (Engineering) Statement of Requirements (SOR) for Sagami Enclave, Sagami-hara, Japan. The total cost of this order was \$249,879.32. The deliverables furnished by Siemens in the performance of this order consist of the Engineering Design Plan (EDP) for the I3MP Sagami Enclave at Sagami Housing Area and Sagami General Depot and the Depot and Housing Drawings (See RFP Attachment 6). Pursuant to FAR Part 9.5, the contracting officer for this RFP investigated this matter and has determined that there is no organizational conflict of interest in connection with Siemens' work under order number 0105 that would restrict Siemens' eligibility for award of a contract resulting from this RFP should Siemens submit a proposal in connection with this RFP. Specifically, with regard to its work under order number 0105, the contracting officer for this RFP has concluded that Siemens does not possess an unfair competitive advantage.

With regard to the Germany Task, Siemens Enterprise Networks LLC, a current DSSMP IDIQ contract holder, completed order number 0108 under contract number DAAB07-97-D-L024 for the performance of the I3MP-Europe Statement of Requirements (SOR) for (Sheridan Barracks and Artillery Kaserne) Engineering Package. The total cost of this order was \$87,114.00. The deliverables furnished by Siemens in the performance of this order consist of the Engineering Design Plan (EDP) for the I3MP Sheridan Barracks and Artillery Kaserne, Garmisch, Germany and the Detailed Site/Installation Drawings (See RFP Attachment 8). Pursuant to FAR Part 9.5, the contracting officer for this RFP investigated this matter and has determined that there is no organizational conflict of interest in connection with Siemens' work under order number 0108 that would restrict Siemens' eligibility for award of a contract resulting from this RFP should Siemens submit a proposal in connection with this RFP. Specifically, with regard to its work under order number 0108, the contracting officer for this RFP has concluded that Siemens does not possess an unfair competitive advantage.

Section L - Instructions, Conditions and Notices to Bidders

SECTION L**L.1. General**

L.1 a In accordance with FAR Provision 52.215-1 entitled, "Instructions to Offerors -- Competitive Acquisition," the Government intends to award without discussions with offerors. Therefore, offerors are cautioned to examine this solicitation in its entirety and to ensure that their proposal contains all necessary information, provides all required documentation, and is complete in all respects. The offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions and to permit offerors to revise their proposals. Proposals shall be unclassified.

L.1 b Proposal Submission Address Submit signed and dated offers to the following address:

Department of the Army
 Army Contracting Agency
 Information Technology E-Commerce and Commercial Contracting Center (ITEC4)
 2461 Eisenhower Avenue
 Hoffman 1, Room 284
 Alexandria, VA 22331-1700
 Attn: Mr. Ethan J. Mueller, Contracting Officer
 Telephone: 703-325-2090

L.1 c Proposal Due Date/Time: All proposals must be delivered to the above address by **2:00 p.m., EST, 14 December 2005**. Proposals received at the above address after the final time and date specified for receipt will be considered LATE in accordance with FAR 52.215-1, "Instructions to Offerors -- Competitive Acquisition."

L.1 d Alternate Proposals Alternate proposals will not be considered or evaluated.

L.1 e All offerors must propose to perform Tasks 1, 2 and 3 in order to be eligible for a contract award. An offeror that fails to propose to perform Tasks 1, 2 and 3 will be ineligible for award of a contract resulting from this solicitation. Tasks 1, 2 and 3 are existing Government requirements, which are representative of typical IMOD implementation efforts.

L.1 f Offerors must price all Quantities and Contract Line Item Numbers (CLINs)/Subcontract Line Item Numbers (SLINs) listed in Attachment 5, Pricing Sheet.

L.1 g The proposal acceptance period shall be stated in clear terms in the pricing section of the proposal and shall not be less than 180 days after the proposal due date. In addition, the proposal shall state that the Government may issue and the contractor shall accept delivery orders for Task 1, Task 2, and/or Task 3 issued anytime within a year after award of the contract. All proposed option pricing for Tasks 1, 2 or 3 must remain valid up to the option exercise date(s) that are specified in the PWS or SORs.

L.1 h There will be a site visit prior to proposal submission for Fort Riley only. There will be no site visits prior to either proposal submission or the award of any contract(s) and/or delivery orders for Germany and Japan. The Ft. Riley Site Visit will take place on 30 Nov, 1 Dec and 2 Dec 2005. **NOTE: Due to the clearance and escort requirements, this will be the only Ft. Riley site visit scheduled.** The attendees will meet on 30 Nov at the Ft. Riley DOIM building at 8:00 a.m., CST. The DOIM (Directory Of Information Management) is located at: 200 Henry Avenue, Fort Riley, KS 66442. A PM DCASS representative, and a DOIM POC, will be available to assist with the visit. The number of attendees is limited to 3 individuals per offeror. Contractors must notify the Contracting Officer within 10 business days from the date of the RFP release if they plan to attend. Once the Contracting Officer receives the list of visitors, Contractors will be sent Ft. Riley access forms for

completion. Contractors will be required to complete the Ft. Riley access forms and submit them to the Contracting Officer within five business days of receipt.

A detailed itinerary and any security notifications will be provided upon the Government's receipt of the completed forms. Maps with directions to Ft. Riley from the Kansas City Airport and to the meeting location within Ft. Riley, will also be provided at that time. In order to access Fort Riley, contractors will need two forms of picture ID (one of which can be a driver's license picture). They will also need proof of insurance. It is suggested that the contractors visiting be US citizens, as foreign nationals require special considerations. Contractors will have to be signed in by a Government POC each time they come on site and they cannot have access to networks. Cameras are permitted but contractors will be advised of any locations where taking photos is prohibited. The buildings that are to be visited are included in the SOR. A Ft. Riley POC and a PM DCASS Representative will be at the meeting place so they can go over an itinerary and give any last minute instructions to the contractors. The contractors will be escorted in groups from each location to the next. They will be traveling by bus while at the site. The escort will be with contractors while they are viewing each location, and they will not be allowed to wander outside of the group area.

L.2. CENTRAL CONTRACTOR REGISTRATION. The Defense Federal Regulation Supplement (DFARS) requires that all contractors that provide goods/services to the Department of Defense (DoD) be registered in a Central Contractor Registration (CCR) Database. This registration will be a condition of award. Therefore, if a contractor is not registered in the database, it will not be eligible for award of any DoD contract.

The site for registering in the CCR via the Internet is:

<http://www.ccr.gov>

In addition, an "EZ Registration Workbook for Suppliers" is provided at the same site. This workbook is "designed to assist firms in registering with the Government's CCR system. It is a guide to assembling all the required information and filling out the Basic Registration (OMB Form 0704-0400)."

If you do not have Internet access and want to register with a paper form, you should contact CCR Registration Assistance Center at 1-888-227-2423, customer service, and request the registration form and assistance packet for your completion.

Remember, you cannot be awarded a DoD contract if you are not registered in the CCR. It is requested that offerors confirm in their proposals that they either have or have not been registered in the CCR.

L.3. Structure

L.3 a. To be considered for selection, the offeror must submit a complete response to this RFP using the sequence and format provided herein. The proposal shall be divided into separate volumes and provided with the number of copies specified below. Each hard-copy volume must be in a separate binder with the offeror's name, solicitation number, and volume number on the spine of the binder.

L.3 b. For the electronic submission, each proposal shall be in uncompressed files submitted on CD-ROM(s). The CD-ROM(s) shall be affixed with a label identifying the offeror's name and solicitation number. A directory listing of the disk shall accompany the submission with a listing of file names and content of each file. Size permitting, the electronic files for all proposal volumes may be submitted on a single CD-ROM; however, a separate folder shall be used for each proposal volume. Offerors are highly encouraged to submit the required number of electronic copies on as few CD-ROMs as possible for the purposes of reducing the overall quantities of CD-ROMs.

L.3 c. The electronic version of the text shall be in Microsoft Word, Version 2003, or Adobe Acrobat Portable Data Format (PDF) format, Version 6 or later, except for the proposed pricing for all Quantities listed in Attachment 5,

Pricing Sheet, which shall be in Microsoft Excel format, Version 2003, and the Milestone Schedule which shall be in Microsoft Project, Version 2000

L.3 d. The electronic version of proposal spreadsheets shall be in Microsoft Excel format. The electronic spreadsheets shall not be compiled or password protected; all cells and formulas shall be visible, editable and unprotected. Offerors shall not establish links referencing other spreadsheet files.

L.3 e. Offerors are hereby notified that the content of electronic copies of the proposal must be identical to the hard copy proposal submitted in response to this RFP. The Government is not responsible for identifying inconsistencies between the two and may rely on either version at its discretion.

L.3 f. Information shall be confined to the appropriate volume to facilitate independent evaluation. The proposal should be clear and concise, logically assembled and indexed and cross-indexed to applicable parts of the Request for Proposal, as appropriate. Pages over the maximum page limitation for any volume will be excluded from evaluation.

L.4. Format

L.4 a. Submissions. Hard copy submissions shall be on 8 1/2" x 11" (with no fold-outs) white paper and printed only on one side of the paper. For both hard copy and electronic submissions, the text shall have 1" margins on all sides, be single-spaced and use Times New Roman font color black, font size of 12. Illustrations (e.g., graphics, figures, graphs, and tables) shall be in portrait format with font colors other than black allowable and font sizes 12, 10, 9 and 8 considered acceptable. The offeror's company name (no logos), the date, solicitation number, volume number and section shall be included on each page of the proposal (this information may be included in a header/footer). Every physical paragraph in an offeror's response shall carry a number, using a uniform paragraph numbering system. Consecutive page numbering within each volume is preferred, e.g., page number II-5 identifies Volume II, Page 5. Page numbers, and headers and footers may be outside the page margins, and are not bound by the font, color and point size requirement. Information not contained within the above limitations will not be evaluated.

L.4 b. Proposal Volume Breakout. The offeror shall present all information relevant to each subfactor in the appropriate section. Offerors shall insert their company's name in the filename. At the end of each Volume, offerors shall include any "Exceptions" that they take with the requirements/objectives, constraints, terms and conditions. Any exceptions taken shall clearly identify the RFP Section, paragraph, and requirement/objective, constraint, or terms and conditions to which exception is being made and include appropriate supporting rationale for each exception.

L.4 c. Proposals shall be restricted in content to addressing solicitation requirements as set forth in this solicitation.

L.4 d. Offerors shall confine submissions to only those matters necessary to clearly define the offer and provide an adequate basis for evaluation. Nebulous responses (i.e., "noted," "can/may be provided," "agreed," "acknowledged," or "is/are available") which fall short of directly stating that the requirement is fully provided by the proposal are not acceptable.

L.5. Submission of Offer

L.5 a. Additionally, for document control purposes, all proposal revisions provided after the initial submission shall be delivered as page changes, identified by number, date of amendment and page number.

L.5 b. Each volume shall contain a one-page Title Page identifying the offeror, the official representative for the proposal and an appropriate address with zip code, telephone number and email address. Each volume shall also include a one-page Table of Contents. Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the submission. The page limits shall include any diagrams, figures, offeror tables, or reference material, unless otherwise indicated in Section L.3. Each page shall be counted.

except for the following: Title pages, Table of Contents, Glossaries of terms/abbreviations/acronyms, matrixes. The following chart depicts the proposal submission requirements with the page limitations for each area of the proposal.

Volume	Description	Contents	# of Pages	Number of Hard Copies/ Electronic Copies
Volume I	Factor 1: Mission Support Subfactors: 1 and 4 Technical & Management TASK # 1 Sagami, Japan	Table of Contents	1	1 / 5
		Narrative (Milestone Schedule in Microsoft Project)	50	1 / 5
		BOM (Unpriced)	No Limit	1 / 5
Volume II	Factor 1: Mission Support Subfactors: 2 and 5 Technical & Management TASK # 2 Ft. Riley, Kansas	Table of Contents	1	1 / 5
		Narrative (Milestone Schedule in Microsoft Project)	50	1 / 5
		BOM (Unpriced)	No Limit	1 / 5
Volume III	Factor 1: Mission Support Subfactors: 3 and 6 Technical & Management TASK # 3 Sheridan Barracks and Artillery Kaserne, Germany	Table of Contents	1	1 / 5
		Narrative (Milestone Schedule in Microsoft Project)	50	1 / 5
		BOM (Unpriced)	No Limit	1 / 5
Volume IV	Factor 2: Capability Subfactor: 1 Business Approach	Table of Contents	1	1 / 5
		Summary Pages	5	1 / 5
		Completed Matrix, Attachment 2	No Limit	1 / 5
		OSP	2	1 / 5
		Technologies/ Innovations	3	1 / 5
		Letters	30	1 / 5

Volume	Description	Contents	# of Pages	Number of Hard Copies/ Electronic Copies
Volume V	Factor 2: Capability Subfactor: 2 Small Business Participation	Table of Contents	1	1 / 4
		Small Business Participation	No Limit	1 / 4
Volume VI	Factor 3: Performance Risk Subfactor: 1 Past Performance	Table of Contents	1	1 / 5
		Summary Pages	5	1 / 5
		Examples, Attachment 3	10	1 / 5
Volume VII	Factor 3: Performance Risk Subfactor: 2 Corporate Experience	Table of Contents	1	1 / 5
		Summary Pages	10	1 / 5
Volume VIII	Factor 4: Price	Table of Contents	1	1 / 3
		Completed Attachment 5, Pricing Sheet	No Limit	1 / 3
		Priced BOM	No Limit	1 / 3
		RFP Set	No Limit	1 / 3
		Small Business Subcontracting Plan	No Limit	1 / 3

1.6. Content

1.6.a. Volume 1 - Factor 1 Mission Support, Task 1: Sagami Enclave, Japan

(1) **Subfactor 1: TECHNICAL.** The offeror will review the attached Statement of Requirements (SOR) (Attachment 6) and all other attachments for the Sagami Enclave, Japan task and address the aspects of implementation as it relates to the task with the ultimate goal of providing a complete solution

The offeror shall describe, in detail, its technical approach (inclusive of all options identified in the SOR) to include the following:

- 1) Describe the approach that supports integration of the Outside Plant (OSP) and the data network effort utilizing approved J1TC/TIC network equipment that is also on the Approved ISEC-TIC Listing. The extent to which all

proposed equipment/material meets the minimum Government requirements and that all voice and network equipment is J1TC certified and TIC approved

2) Proposals shall include an unpriced Bill of Materials (BOM)

3) Explain why you selected the data network hardware solution as it relates to meeting the task's requirements

4) Provide a detailed narrative regarding the specifics and contents of the deliverables: Monthly Status Report; Red-Lined Project Drawings; Plant-In-Place Drawings; Configuration Management Plan; Cutover Plan; and Maintenance Plan

5) Provide a supportability strategy approach to include maintenance, training, Unique Identification (UID) implementation, and warranties

6) Describe the process to be utilized to support the Red-Line drawing effort and the delivery of the final submission of Plant-in-Place drawings

7) Explain the commitment that supports IPv6 as it relates to the data network solution selected and associated software upgrades

8) Provide details regarding the compilation, development and submission of the Verification Site Survey

(2) Subfactor 4: MANAGEMENT. The offeror will review the attached Statement of Requirements (SOR) (Attachment 6) and all other attachments for the Sagami Enclave, Japan task and address the aspects of the proposed management approach as it relates to the task with the ultimate objective of providing appropriate management support

The offeror shall describe, in detail, its management approach (inclusive of all options identified in the SOR), to include the following:

1) Approach toward on-site project management oversight and control, to include team composition, location, roles and responsibilities

2) Explain how the offeror plans to support significant milestones such as System Acceptance Test (SAT), Inspections, Critical Events and Meetings

3) Describe the process to deal with change orders and unforeseen events, such as weather events and schedule slips

4) Describe the approach that supports the Quality Assurance/Quality Control (QA/QC) process and Q/A Plan that will be utilized

5) Provide a detailed milestone schedule for implementation, within the performance objectives set forth in the Statement of Requirements (SOR) (inclusive of all options identified in the SOR) Include all deliverables with appropriate review and approval periods in the milestone schedule The Milestone Schedule shall be submitted in Microsoft Project

6) The offeror will review the attached Quality Assurance Surveillance Plan (QASP) and propose any additional unique inspection methodologies, acceptable quality levels, and any innovative incentives above and beyond those shown This may include any unique measurement or metric approaches which could be efficiently administered by the contractor and a designated Government representative

L.6.b. Volume II - Factor 1 Mission Support, Task 2: Fort Riley, Kansas

(1) Subfactor 2: TECHNICAL. The offeror will review the attached Performance Work Statement (PWS) (Attachment 7) and all other attachments for the Fort Riley, Kansas task and address the aspects of implementation as it relates to the task with the ultimate goal of providing a complete solution.

The offeror shall describe, in detail, its technical approach (inclusive of all options identified in the PWS) to include the following:

- 1) Describe the detailed methodology and approach for developing and delivering an engineer data network solution that meets the requirements as stated in the PWS
- 2) Describe the detailed methodology and approach for developing and delivering all the plans as stated in the PWS
- 3) Proposal shall include an un-priced Bill of Materials (BOM)
- 4) Describe the Data Network and Outside Plant detailed engineering approach to verify the offeror's understanding of the Government's requirements. Explain the metrics and processes used to select the data network hardware solution
- 5) Describe the warranties specified in the PWS as well as the impact of the Government's O&M
- 6) Provide supportability strategy approach to include maintenance, training, storage requirements and UID implementation
- 7) Describe the material specifications and how it meets the requirements as stated in paragraphs 5.1.5 of the PWS. Also describe, if proposing, special material that is of high quality. In lieu of hard copy, the contractor may supply web site address imbedded in their proposal for spec information
- 8) Describe the Equipment to be used. If this equipment not certified by TIC (Technology Integration Center) as approved based on the latest I3MP Approved list, provide the justification as to why the proposed equipment is superior to the TIC approved equipment
- 9) Describe the Quality Control Plan (QCP) as stated in the PWS

(2) Subfactor 5: MANAGEMENT. The offeror will review the attached Performance Work Statement (PWS) (Attachment 7) and all other attachments for the Fort Riley, Kansas task and address the aspects of the proposed management approach as it relates to the task with the ultimate objective of providing appropriate management support.

The offeror shall describe, in detail, its management approach and its risk mitigation

techniques (inclusive of all options identified in the PWS) to include the following:

- 1) Program and on-site project management oversight and control. As a minimum, describe the on-site management team composition, location, and roles and responsibilities of the management team.
- 2) Explain how the offeror plans to support significant milestones to include but not limited to the System Acceptance Test (SAT) , Inspections, Critical Events and Meetings.
- 3) Describe the process to manage change orders, unforeseen obstacles, weather events, and schedule slips.
- 4) Describe the approach that supports the Quality Assurance/Quality Control (QA/QC) process that will be utilized.
- 5) Provide a detailed milestone schedule for implementation, within the performance objectives set forth in the Performance Work Statement (PWS) Include all deliverables with appropriate review and approval periods in the milestone schedule

6) Provide a risk mitigation plan and actions that will be taken to mitigate risk as it relates to cost, schedule and performance

7) The offeror will review the attached Quality Assurance Surveillance Plan (QASP) and propose any additional unique inspection methodologies, acceptable quality levels, and any innovative incentives above and beyond those shown. This may include any unique measurement or metric approaches which could be efficiently administered by the contractor and a designated Government representative

L.6.c. Volume III - Factor 1 Mission Support, Task 3: Sheridan Barracks and Artillery Kaserne, Germany

(1) Subfactor 3: TECHNICAL.

The offeror will review the attached Statement of Requirements (SOR) (Attachment 8) and all other attachments for the Sheridan Barracks and Artillery Kaserne, Germany task and address the aspects of implementation as it relates to the task with the ultimate goal of providing a complete solution.

The offeror shall describe, in detail, its technical approach (inclusive of all options identified in the SOR), to include the following:

- 1) Provide a brief statement that the offeror complies with every paragraph of the SOR. If there is a paragraph that the offeror does not comply with, then address that paragraph with the reason(s) why
- 2) Describe the implementation approach that supports integration of the OSP and the data network effort utilizing TIC approved network equipment
- 3) Proposals shall include an unpriced Bill of Materials (BOM)
- 4) Explain why you selected the data network hardware solution as it relates to meeting the task's requirements
- 5) Provide a detailed narrative regarding the specifics and contents of the deliverables as specified in the SOR, to include a list with the dates: Monthly Status Report; Test Plan; Cable Plant Test; Spares; Project Schedule; Red-Lined Project Drawings; Configuration Management Plan; Cutover Plan; and Maintenance Plan
- 6) Provide a supportability strategy approach to include maintenance, training, UID implementation, and warranties
- 7) Explain the commitment that supports IPv6 as it relates to the data network solution selected and associated software upgrades
- 8) Provide details regarding conducting the VSS and the compilation, development and submission of the Verification Site Survey Report

(2) Subfactor 6: MANAGEMENT. The offeror will review the attached Statement of Requirements (SOR) (Attachment 8) and all other attachments for the Sheridan Barracks and Artillery Kaserne, Germany task and address the aspects of the proposed management approach as it relates to the task with the ultimate objective of providing appropriate management support.

The offeror shall describe, in detail, its management approach (inclusive of all options identified in the SOR) , to include the following:

- 1) Approach toward on-site project management oversight and control, to include team composition, location, roles and responsibilities; oversight on subcontractors.
- 2) Explain how the offeror plans to support significant milestones such as System Acceptance Test (SAT) , QA Inspections, Critical Events and Meetings .
- 3) Describe the process to deal with change orders and unforeseen events, such as weather events and schedule slips.
- 4) Describe the approach that supports the Quality Assurance/Quality Control (QA/QC) process and Q/A Plan that will be utilized.

5) Provide a detailed milestone schedule for implementation, within the performance objectives set forth in the Statement of Requirements (SOR). The schedule shall be event driven. Include all deliverables with appropriate review and approval periods in the milestone schedule. The Milestone Schedule shall be submitted in Microsoft Project.

6) The offeror will review the attached Quality Assurance Surveillance Plan (QASP) and propose any additional unique inspection methodologies, acceptable quality levels, and any innovative incentives above and beyond those shown. This may include any unique measurement or metric approaches which could be efficiently administered by the contractor and a designated Government representative.

L.6.d. Volume IV - Factor 2 Capability

Subfactor 1: Business Approach

The offerors shall describe their Business Approach to include the following:

- 1) Provide a general overview describing the IMOD business approach that is illustrated by the submission of business agreements. This should include an explanation of the business relationship and role of the partner, team member or subcontractor. This includes a description as to how work will be accomplished world-wide and in hostile regions.
- 2) Demonstrate your ability to satisfy the requirements of IMOD to the fullest extent. Offerors should provide relevant Letters of Intent, Joint Venture Agreements, Corporate Partnering Agreements, Letters of Distributor Rights, or other documentation that substantiate the offeror's capability to provide and maintain the equipment, products and services contemplated by this solicitation.
- 3) Provide a completed equipment and service Matrix that demonstrates the intended requirements that will be supported under IMOD. See Attachment 2, Business Approach Matrix.
- 4) Describe your corporate process for accomplishing OSP-related work.
- 5) Describe the new technologies/innovations that you intend to provide to satisfy IMOD requirements.

L.6.e. Volume V - Factor 2 Capability

Subfactor 2: Small Business Participation for the IMOD Contract and Mission Support - Task 1, Task 2, and Task 3.

1) All offerors, both Small and Large Business, are required to submit Small Business Subcontracting Participation Information for the IMOD contract in accordance with FAR 19.1202. In addition, offerors shall propose specific goals for performance of Tasks 1, 2 and 3. Specific goals proposed for Tasks 1, 2 and 3 will NOT be considered as part of the evaluation resulting in the award of the IMOD contracts. Goals for Tasks 1, 2 and 3 will only be considered by the Government when issuing delivery orders for performance of Tasks 1, 2 and 3.

IMOD Contract

a) Check all applicable categories that apply to the offeror's/prime contractor's business status:

- ☐ Large
- ☐ Small
- ☐ Small Disadvantaged

- ☐ Women-Owned
☐ Service-Disabled Veteran-Owned
☐ HUBZONE
☐ HBCU/MI

b) Percentage of Subcontracts Planned For:

	<u>Contract</u>	<u>Percentage of Value</u>
Large	_____	
Small	_____	
Small Disadvantaged		_____
Women-Owned	_____	
Service-Disabled Veteran-Owned	_____	
HUBZONE		_____
HBCU/MI		_____

c) List principle supplies/services to be subcontracted and the names of the firms to be utilized:

Large - (Insert Name of Firm(s) to be utilized)

 (Insert principle supplies/services to be subcontracted) _____

Small - (Insert Name of Firm(s) to be utilized)

 (Insert principle supplies/services to be subcontracted) _____

Small Disadvantaged - (Insert Name of Firm(s) to be utilized)

 (Insert principle supplies/services to be subcontracted) _____

Women-Owned - (Insert Name of Firm(s) to be utilized)

 (Insert principle supplies/services to be subcontracted) _____

Service-Disabled Veteran-Owned - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted)

HUBZONE - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted)

HBCU/MI - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted)

d) Indicate prior performance information, if any, that was performed under contracts for the previous three years which included FAR 52 219-8, "Utilization of Small Business Concerns," and 52 219-9, "Small Business Subcontracting Plan," and show the actual performance or compliance with these FAR clauses

e) Address the extent of commitment to use such firms. For example, enforceable commitments are to be weighted more heavily than non-enforceable ones. Enforceable commitments are actual signed and written subcontracts and/or purchase orders that are binding agreements as opposed to "non-enforceable ones" which may consist of planned subcontracts and/or purchase orders.

f) Offerors are reminded that the Small Business Subcontracting Plan (required to be submitted by large businesses only) submitted in the Price Volume shall correlate with the proposal information on small business participation.

g) Offerors are reminded that all goals accepted and incorporated into the resulting contract will be subject to FAR Clause 52 219-16, "Liquidated Damages-Subcontracting Plan."

2) All offerors, both Large and Small Businesses, are required to submit Small Business Participation information for Mission Support - Task 1 which shall include the following:

Task 1

All dollar amounts shall include all options

a) Total Proposed Order Value \$ _____

b) Dollar Value of your participation as a Prime Contractor \$ _____

c) Dollar Value and Percentage of Subcontracts Planned For:

	<u>Contract</u>	<u>Percentage of</u> <u>Value</u>	<u>Dollar Value</u>
Large	_____		\$ _____
Small	_____		\$ _____

Small Disadvantaged _____ \$ _____

Women-Owned _____ \$ _____

Service-Disabled Veteran-Owned _____ \$ _____

HUBZONE _____ \$ _____

HBCU/MI _____ \$ _____

d) List principle supplies/services to be subcontracted and the names of the firms to be utilized:

Large - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted) _____

Small - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted) _____

Small Disadvantaged - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted) _____

Women-Owned - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted) _____

Service-Disabled Veteran-Owned - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted) _____

HUBZONE - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted) _____

HBCU/MI - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted) _____

3) All offerors, both Large and Small Businesses, are required to submit Small Business Participation information for Mission Support - Task 2 which shall include the following:

Task 2

All dollar amounts shall include all options

a) Total Proposed Order Value \$ _____

b) Dollar Value of your participation as a Prime Contractor \$ _____

c) Dollar Value and Percentage of Subcontracts Planned For:

	<u>Percentage of Contract</u>	<u>Value</u>	<u>Dollar Value</u>
Large	_____	\$ _____	
Small	_____	\$ _____	
Small Disadvantaged		_____	\$ _____
Women-Owned		_____	\$ _____
Service-Disabled Veteran-Owned	_____	\$ _____	
HUBZONE		_____	\$ _____
HBCU/MI		_____	\$ _____

d) List principle supplies/services to be subcontracted and the names of the firms to be utilized:

Large - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted)

Small - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted)

Small Disadvantaged - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted)

Women-Owned - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted)

Service-Disabled Veteran-Owned - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted)

HUBZONE - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted)

HBCU/MI - (Insert Name of Firm(s) to be utilized)

(Insert principle supplies/services to be subcontracted)

4) All offerors, both Large and Small Businesses, are required to submit Small Business Participation information for Mission Support - Task 3 which shall include the following:

Task 3

All dollar amounts shall include all options

a) Total Proposed Order Value \$ _____

b) Dollar Value of your participation as a Prime Contractor \$ _____

c) Dollar Value and Percentage of Subcontracts Planned For:

	<u>Percentage of</u> <u>Contract</u>	<u>Value</u>	<u>Dollar Value</u>
Large	_____	\$ _____	
Small	_____	\$ _____	

Small Disadvantaged _____ \$ _____

Women-Owned _____ \$ _____

Service-Disabled Veteran-Owned _____ \$ _____

HUBZONE _____ \$ _____

HBCU/MI _____ \$ _____

d) List principle supplies/services to be subcontracted and the names of the firms to be utilized:

Large - (Insert Name of Firm(s) to be utilized)

 (Insert principle supplies/services to be subcontracted) _____

Small - (Insert Name of Firm(s) to be utilized)

 (Insert principle supplies/services to be subcontracted) _____

Small Disadvantaged - (Insert Name of Firm(s) to be utilized)

 (Insert principle supplies/services to be subcontracted) _____

Women-Owned - (Insert Name of Firm(s) to be utilized)

 (Insert principle supplies/services to be subcontracted) _____

Service-Disabled Veteran-Owned - (Insert Name of Firm(s) to be utilized)

 (Insert principle supplies/services to be subcontracted) _____

HUBZONE - (Insert Name of Firm(s) to be utilized)

 (Insert principle supplies/services to be subcontracted) _____

HBCU/MI - (Insert Name of Firm(s) to be utilized)

 (Insert principle supplies/services to be subcontracted) _____

L.6.f. Volume VI - Factor 3 Performance Risk

1) Subfactor 1: Past Performance

a) **Past Performance Examples** The offerors shall describe its' past performance by providing examples of past efforts/projects/contracts that are most relevant to "IMOD-type" projects demonstrating their ability to perform the proposed effort. The offerors shall submit five examples in accordance with the format in Attachment 3. **Past Performance Information Sheet** It is acceptable to reference one or more delivery orders that have been awarded under the same contract and propose each applicable order as an individual past performance reference. The offerors may submit relevant past performance as a prime contractor or as a subcontractor. For purposes of the Past Performance evaluation, "IMOD-type" projects are contracts, subcontracts or delivery orders of at least two (2) years in duration and \$5M in minimum value that have been completed within the last five (5) years in which the principal function was to provide a turnkey customer solution including Engineering, Furnishing, Installation, and Testing (EFI&T), and the cutover of digital IT switching systems to include Outside Plant and Inside Plant efforts. Examples submitted shall have been completed within the last five years, each with a duration of at least two years and with a minimum value of \$5M. The past performance for teaming partners or subcontractors will not be considered.

NOTE: Offerors are to provide current POCs, as it relates to the past performance experience, with current telephone and facsimile numbers and email addresses.

b) In addition to the information required in the mandatory format, offerors shall provide the following:

1) Offerors shall provide a specific narrative explanation of each example listed describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation.

2) For any efforts that did not/do not meet the original cost, schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcoming(s) and any corrective action(s) taken to avoid recurrence. The offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The offeror shall also provide: (a) copy of any Cure Notices or Show Cause Letters received on each effort listed and (b) description of any corrective action implemented by the offeror. The offerors shall indicate if any of the efforts listed were terminated and the type and reasons for the termination.

3) **Questionnaires** No later than ten calendar days before the date set for receipt of proposals, offerors shall send (Attachment 4), Past Performance Questionnaire, to all POCs identified in the Past Performance Examples with a request that they be completed. The POCs shall also be directed to forward their completed Questionnaires via e-mail with copies to be included in the submitted proposals directly to the IMOD CONTRACTING OFFICER – NOT BACK TO THE OFFEROR! The Contracting Officer shall receive the Questionnaires no later than the due date set for receipt of proposals. Any Questionnaires that are incorrectly sent from the POCs back to the offeror and then forwarded to the Contracting Officer from the offeror will not be considered for evaluation.

L.6.g. Volume VII - Factor 3 Performance Risk

1) Subfactor 2: Corporate Experience

a) Offerors shall submit a list of no more than five (5) "IMOD-type" relevant contracts for which the offeror was the prime contractor or a subcontractor. For purposes of the Corporate Experience evaluation, "IMOD-type" relevant contracts are contracts, subcontracts or delivery orders of at least two (2) years in duration and \$5M in minimum value (if subcontracts, subcontract total must be at least 48% of the total prime contract/delivery order dollar amount and also at least \$5M) that have been completed within the last five (5) years in which the principal function was to provide a turnkey customer solution including Engineering, Furnishing, Installation, and Testing (EFI&T), and the cutover of digital IT switching systems to include Outside Plant and Inside Plant efforts.

(1) For each identified contract/subcontract/delivery order, provide the following (this information may be provided in table format):

Contract number
 Contract name
 Contract type
 Period of performance
 Place of performance
 Contracting organization
 Total Contract value/Subcontract value/Delivery Order value
 Number of subcontractors that performed under the offeror's awarded effort

(2) For each identified contract/subcontract/delivery order, explain how the experience is relevant to the effort contemplated by this solicitation.

L.6.h. Volume VIII - Factor 4 Price

1) The Proposal shall include the pricing of all Quantities, CLINs and SLINs listed in the Pricing Sheet, (Attachment X). These Quantities, CLINs and SLINs will consist of the following: The Minimum Guarantee, Task 1, Task 2 and Task 3. The pricing proposed by an offeror for all Task 1, Task 2 and Task 3 CLINs and SLINs shall constitute the total firm fixed price proposed to perform all of the requirements (inclusive of both base and option requirements) for Task 1, Task 2 and Task 3.

2) Separately priced BOMs shall be included for the Minimum Guarantee, Task 1, Task 2 and Task 3. Each BOM shall include all required equipment, spares and Tools and Test, Measurement, and Diagnostic Equipment (T/TMDE) inclusive of both Basic Award CLINs and SLINs and Option CLINs and SLINs.

3) With the exception of Volume VIII, no pricing data shall be included in Volumes I – VIII.

- a) Proposed Pricing for the Minimum Guarantee, Task 1, Task 2 and Task 3 shall be firm fixed price only.
- b) All options for Task 1, Task 2 and Task 3 shall be separately priced in the Pricing Sheet (Attachment 5), firm fixed price only.

4) Regarding any proposed pricing, no special terms, conditions, stipulations, or caveats will be allowed. No bid or Not Separately Priced (NSP), N/A, or \$0.00 responses will also not be allowed. A Price Proposal that contains any of these shall make the offeror ineligible for award of a contract.

5) RFP Set

The original copy of the Offeror's Price Volume shall contain an RFP set. The RFP set shall include a completed SF 33 with original signatures, Sections A through M with all of the appropriate information filled in, and all attachments (completed with all appropriate information filled in) called out in Section J. Also included shall be written acknowledgment of any amendments to the RFP, and properly completed representations and certifications required by this RFP with original signatures. The RFP set should not be bound with plastic binders as this set will be used to form a potential contract and may need to be partially disassembled in the process.

6) Small Business Subcontracting Plan

In accordance with FAR Clause 52.219-9 - Small Business Subcontracting Plan, all offerors who are large businesses must submit a Small Business Subcontracting Plan. Offerors are to only propose percentage goals in their submitted Small Business Subcontracting Plans. The actual dollar amounts that correspond to the offeror's proposed and accepted percentage goals shall be based on the total dollar amount of awarded and issued orders under the contract for the base period and the option period (if exercised by the Government). An offeror's proposed and accepted goals contained in the submitted Small Business Subcontracting Plan shall directly and identically correspond to the proposed and accepted small business participation goals for the IMOD contract contained in Volume V - Small Business Participation. Failure on the part of the offeror to accept Small Business Subcontracting Plan goals that directly and identically correspond with the proposed and accepted small business participation goals for the IMOD contract contained in Volume V - Small Business Participation shall make the offeror ineligible for award of a contract.

L.7. PROVISIONS INCORPORATED IN FULL TEXT:

**SERVICE OF PROTEST (AUG 1996)
(FAR 52.233-2)**

(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:

Department of the Army
Army Contracting Agency
Information Technology E-Commerce and Commercial Contracting Center (ITEC4)
2461 Eisenhower Avenue
Hoffman 1, Room 284
Alexandria, VA 22331-1700
Attn: Mr. Ethan J. Mueller, Contracting Officer

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

L.8. TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an **Indefinite Delivery Indefinite Quantity (IDIQ)** type contract resulting from this solicitation.

**L.9. SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
(FAR 52.252-1)**

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 address:

[Http://Farsite Hill AF Mil](http://Farsite Hill AF Mil)

PROVISIONS INCORPORATED BY REFERENCE:

FAR	INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION
52.215-1	(JAN 2004)

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

Section M - Evaluation Factors for Award

SECTION M**M.1. Evaluation Process**

The Government will award Indefinite Delivery / Indefinite Quantity (IDIQ) contracts resulting from this solicitation to responsible Offeror(s) whose proposals are the best value to the Government using the evaluation factors described below

However, the eligibility for a portion of the contract awards may be limited based on the size of the Offeror

The Government intends to award up to eight (8) IDIQ contracts, in two groups as detailed below. The Government anticipates that up to six (6) awards will be made to those Offerors whose proposals represent the best value to the Government. This first group of awards will be made without regard to the size of the Offeror. Subsequently, the Government intends to award an additional group of up to two (2) awards to the small business Offerors whose proposals represent the best value to the Government. This second group of awards is reserved for small businesses. In the event that up to two (2) small business awardees have not been selected as a result of the small business reservation process, the Government reserves the right to make up to eight (8) contract awards instead of six (6) contract awards without regard to the size of the Offeror(s). The Government also reserves the right to make no, one, or multiple awards.

In the event the Government establishes a competitive range pursuant to FAR 52.215-1 "Instructions to Offerors-Competitive Acquisition," such a competitive range will be established without regard to the size of the Offerors. Separate competitive ranges will not be made for the first and second group of awards.

All contract award decisions will be determined based upon the evaluation of each Offeror's complete proposal against the evaluation criteria identified below regardless of the Offeror's size. All proposals will be considered in the size category, or categories, for which the Offeror is qualified (e.g., small business Offerors will be considered for both the first group of awards as well as the reserved small business awards, large business Offerors will be considered for only the first group of awards and not for the reserved small business awards unless up to two (2) small business awardees have not been selected as a result of the small business reservation process).

After award of contracts resulting from this solicitation and in accordance with the ordering clause in Section H, the Government may award delivery orders for performance of Tasks 1, 2, and 3.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

M.2. Basis for Award

Any awards to be made will be to offerors with proposals that are determined by the Government to be the best value to the Government, with appropriate consideration given to the evaluation factors set forth below. Offerors are cautioned that an award may not necessarily be made to the lowest price offeror. If non-price factors are evaluated as comparatively equal between two or more offerors, price may become a determinative factor.

M.2.a. Relative Order of Importance Terminology

Evaluation criteria consist of factors and subfactors. In order to provide offerors with an understanding of the significance assigned by the Government, the factors and subfactors are assigned a relative order of importance. The following terminology is used:

Significantly More Important: The criterion is substantially more important than another criterion. The criterion is given far more consideration than another criterion.

More Important: The criterion is greater in value than another criterion, but not as much as a significantly more important criterion. The criterion is given more consideration than another criterion.

Approximately Equal: The criterion is nearly the same in value as another criterion; any difference is very slight.

M.2.b. Evaluation Factor Relative Order of Importance

The evaluation factors are as follows:

Factor 1: Mission Support (Tasks 1, 2 and 3)

Subfactor 1: Technical (Task 1)

Subfactor 2: Technical (Task 2)

Subfactor 3: Technical (Task 3)

Subfactor 4: Management (Task 1)

Subfactor 5: Management (Task 2)

Subfactor 6: Management (Task 3)

Factor 2: Capability

Subfactor 1: Business Approach

Subfactor 2: Small Business Participation

Factor 3: Performance Risk

Subfactor 1: Past Performance

Subfactor 2: Corporate Experience

Factor 4: Price

Factor 1, Mission Support (Tasks 1, 2 and 3) is significantly more important than Factor 2, Capability. Factor 2, Capability is more important than Factor 3, Performance Risk. Factor 3, Performance Risk is more important than Factor 4, Price. While Factor 4, Price is an important part of the integrated selection decision, the non-price evaluation factors, collectively, are significantly more important than Factor 4, Price.

Under Factor 1 Mission Support (Tasks 1, 2 and 3), the Technical (Tasks 1, 2 and 3) subfactors are equal to each other in importance and each is more important than the corresponding Management (Tasks 1, 2 and 3) subfactors. The Management subfactors (Tasks 1, 2 and 3) are equal to each other in importance. Under Factor 2 Capability, the Business Approach subfactor is approximately equal to the Small Business Participation subfactor. Under Factor 3 Performance Risk, the Past Performance subfactor is approximately equal to the Corporate Experience subfactor.

To be considered for award of a contract, offerors must receive a rating of no less than good under Factor 1, Mission Support, and Factor 2, Capability, and their respective subfactors. In addition, to be considered for award of a contract, offerors must receive a rating of no greater than low risk under Factor 3, Performance Risk, and for each of its respective subfactors. A good rating is defined as: there is a good probability of success with an overall low to moderate degree of risk in meeting the Government's requirements. A low risk rating is defined as: little doubt exists that the offeror will successfully perform the required effort.

Please refer to the Section H Ordering Clause regarding the Evaluation Factor Relative Order of Importance for the purposes of awarding delivery orders for Tasks 1, 2, and 3.

M.3. EVALUATION APPROACH

Factors and Subfactors to be evaluated are:

Factor 1 - Mission Support (Tasks 1, 2, and 3)

Tasks 1, 2 and 3 (inclusive of all options) will be evaluated under this factor. Tasks 1, 2, and 3 are representative of the typical implementation efforts to be performed under contracts awarded as a result of this solicitation. Proposals will be evaluated to assess the offerors' understanding of the technical and management requirements related to each task. In conducting this assessment, the following will be considered as applicable: understanding the problems and the objectives to be satisfied, feasibility of approach to achievement of the objectives, and completeness of the proposal.

MISSION SUPPORT, Task 1: Sagami Enclave, Japan -

(1) Subfactor 1: TECHNICAL (Task 1). This subfactor will be evaluated as follows:

- 1) The extent to which all proposed equipment/material meets the minimum Government requirements and that all voice and network equipment is J1TC certified and TIC approved
- 2) The Government will evaluate the feasibility of the proposal to include the extent that all Government requirements are met
- 3) The extent to which the BOM is complete, accurate and reflects the appropriate quantities and types of equipment and material to complete the task
- 4) The offeror's approach in compiling data, developing and submitting the required drawing packages, reports, and plans
- 5) The extent to which the supportability strategy approach, to include maintenance, training, UID implementation, and warranties offered, meets or exceeds Government requirements
- 6) The extent to which the data network equipment supports IPV6
- 7) The offeror's approach in conducting and compiling the Verification Site Survey and submitting the Verification Site Survey Report

MISSION SUPPORT, Task 2: Fort Riley, Kansas -

(2) Subfactor 2: TECHNICAL (Task 2). This subfactor will be evaluated as follows:

- 1) The extent to which the detailed methodology and approach for developing and delivering an engineer data network solution meets the requirements as stated in the PWS.

- 2) The extent to which the detailed methodology and approach for developing and delivering all the plans meet the requirements as stated in the PWS.
- 3) The extent to which the network design and the un-priced Bill of Materials (BOM) verifies the offeror's understanding of the Government's requirements.
- 4) The extent to which the Data Network and Outside Plant detailed engineering approach verifies the offeror's understanding of the Government's requirements.
- 5) The extent to which the warranty solution has the least impact to the Government's Operations & Maintenance (O&M) and is a greater value to the Government.
- 6) The extent to which the supportability strategy approach, to include maintenance, training, storage requirements and UID implementation meets or exceeds the Government requirements.
- 7) The extent to which the material specifications meets the requirements as stated in the PWS.
- 8) The Government will evaluate the proposed equipment as stated in the PWS.
- 9) The Government will evaluate the proposed Quality Control Plan (QCP) as stated in the PWS.

MISSION SUPPORT, Task 3: Sheridan Barracks and Artillery Kaserne, Germany

(3) Subfactor 3: TECHNICAL (Task 3). This subfactor will be evaluated as follows:

- 1) To the extent to which the contractor complies with the paragraphs of the SOR, without exceptions.
- 2) The extent to which all proposed equipment/material meets the minimum Government requirements and is TIC approved
 - 3) The extent to which the BOM is complete, accurate and reflects the appropriate quantities and types of equipment and material to complete the task
 - 4) The offeror's network data selection to the extent the analysis was performed and the feasibility of the selection to meet the requirements
- 5) The offeror's approach in compiling data, developing and submitting the required drawing packages, reports, and plans.
- 6) The extent to which the supportability strategy approach, to include maintenance, training, UID implementation, and warranties offered, meets or exceeds Government requirements.
- 7) The extent to which the data network equipment supports IPV6.

8) The offeror's approach in conducting and compiling the Verification Site Survey and submitting the Verification Site Survey Report.

(4) Subfactor 4: MANAGEMENT. MISSION SUPPORT, Task 1: Sagami Enclave, Japan

This subfactor will be evaluated as follows:

1) An assessment of the extent and scope of the offeror's QA/QC program and QA Plan to include the inspections, validations and corrective action processes that will be in place to ensure quality solutions.

2) An assessment of the on-site management teams (inclusive of all options identified in the SOR)

3) An assessment of the approach to managing change orders and unforeseen events.

4) The Government will evaluate the feasibility of the proposal's approach to management, to include, the offerors' approach to supporting significant milestones such as System Acceptance Test (SAT), Inspections, Critical Events and Meetings, and the extent the schedule is achievable, with particular attention to the realism of the proposed schedule, integration of the entire scope of effort and the extent to which the proposal includes clearly defined milestones and identifies deliverables.

5) Each offeror is encouraged to propose any innovative approaches to the QASP's inspection and incentive areas. The Government will evaluate each offeror's proposed QASP inspection and incentive approaches as to the efficiencies and effectiveness of its inspections and the meaningfulness of the proposed additional incentives. Note there are no additional funds for monetary incentives.

(5) Subfactor 5: MANAGEMENT. MISSION SUPPORT, Task 2: Fort Riley, Kansas

This subfactor will be evaluated as follows:

1) An assessment of the on-site management team to accomplish the mission

2) An assessment of plans to support significant milestones and the contractor proposed deliverables and timelines

3) An assessment of the approach to managing change orders and unforeseen events

4) An assessment of the extent and scope of the offeror's QA/QC program and QA Plan to include the inspections, validations and corrective action processes that will be in place to ensure quality solutions

5) An assessment of the schedule, to ensure that the schedule is achievable with sufficient details

6) An assessment of the risk mitigation plan and actions that will be taken to mitigate risk as it relates to cost, schedule and performance

7) Each offeror is encouraged to propose any innovative approaches to the QASP's inspection and incentive areas. The Government will evaluate each offeror's proposed QASP inspection and incentive approaches as to the efficiencies and effectiveness of its inspections and the meaningfulness of the proposed additional incentives. Note there are no additional funds for monetary incentives.

(6) Subfactor 6: MANAGEMENT. MISSION SUPPORT, Task 3: Sheridan Barracks and Artillery Kaserne, Germany

This subfactor will be evaluated as follows:

1) An assessment of the extent and scope of the offeror's QA/QC program and QA Plan (inclusive of all options identified in the SOR) to include the inspections, validations and corrective action processes that will be in place to ensure quality solutions.

2) An assessment of the on-site management teams, oversight of subcontractors (inclusive of all options identified in the SOR)

3) An assessment of the approach to managing change orders and unforeseen events

4) The Government will evaluate the feasibility of the proposal's approach to management, to include, the offerors' approach to supporting significant milestones such as System Acceptance Test (SAT), Inspections, Critical Events and Meetings, and the extent the schedule is achievable, with particular attention to the realism of the proposed schedule, integration of the entire scope of effort and the extent to which the proposal includes clearly defined milestones and identifies deliverables.

5) Each offeror is encouraged to propose any innovative approaches to the QASP's inspection and incentive areas. The Government will evaluate each offeror's proposed QASP inspection and incentive approaches as to the efficiencies and effectiveness of its inspections and the meaningfulness of the proposed additional incentives. Note there are no additional funds for monetary incentives.

Factor 2: CAPABILITY

The Government will assess the offeror's capability to perform the efforts contemplated by the solicitation

Subfactor 1: BUSINESS APPROACH. This subfactor will be evaluated as follows:

The Government will assess the extent to which the offeror's proposal:

1) Demonstrates a sound business approach, including the capability to perform work worldwide and in hostile environments

2) Demonstrates the offerors' capability to provide and maintain the equipment products and services to satisfy the requirements of IMOD to the fullest extent

3) Demonstrates the offeror's capability to supply diverse JITC/TIC approved equipment for a broad and wide-range of solutions "Merely providing a listing of subcontractors and distributors without providing documentation substantiating the offeror's capability to provide and maintain the equipment and products contemplated by this solicitation may result in a lower rating being assigned to the offeror's proposal "

4) Demonstrates the offeror's capability to perform OSP effort

5) Demonstrates the offeror's capability to provide new IT technologies and solutions

Subfactor 2: SMALL BUSINESS PARTICIPATION

All offerors (regardless of business size status/both Large and Small Businesses) will be evaluated on the extent they plan to utilize small businesses, small disadvantaged businesses, women-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses and historically black colleges and universities, minority owned institutions in the performance of this contract For the purposes of awarding the IMOD IDIQ contracts, the Government will only evaluate the small business participation goals that have been proposed for the IMOD contract in accordance with Section L6.e. The small business participation goals that are proposed for Task 1, Task 2, and Task 3 in accordance with Sections L.6.e will not be evaluated for the purposes of awarding the IMOD IDIQ contracts. The Government intends to evaluate the proposed small business participation goals for Task 1, Task 2 and Task 3 only for the purposes of awarding the Task 1, Task 2, and Task 3 delivery orders. Proposed small business participation goals for the both the IMOD contract and Tasks 1, 2, and 3 will be assessed as to whether they meet or exceed the Government's minimum goals for small businesses [overall 25%], small disadvantaged businesses [5 7%], woman-owned small businesses [5%], service-disabled veteran-owned small businesses [3%], HUBZone small businesses [3%] and HBCU/MIs [a positive goal] in the performance of this contract The overall goal of 25% for small businesses includes the goals specified for small disadvantaged businesses, woman-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses and HBCU/MIs

In addition, Small Business Participation Proposals for the IMOD contract will also be assessed on:

- (1) The extent to which such firms are specifically identified in the proposals and the principle supplies/services to be subcontracted are specifically identified;
- (2) The extent of commitment to use such firms (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones);
- (3) Past performance of the offerors in complying with requirements of the clauses at FAR 52 219-8, "Utilization of Small Business Concerns," and 52 219-9, "Small Business Subcontracting Plan "

In addition, Small Business Participation Proposals for Tasks 1, 2, and 3 will also be assessed on:

- (1) The extent to which such firms are specifically identified in the proposals and the principle supplies/services to be subcontracted are specifically identified

Factor 3: PERFORMANCE RISK

The Government will evaluate performance risk based upon an assessment of two subfactors: Past Performance and Corporate Experience

Past performance relates to how well an offeror has performed in the past Corporate experience relates to the amount of relevant experience an offeror has Offerors will receive more credit for experience and past performance

on projects that are highly relevant to the requirements of the IMOD acquisition. Offerors will receive more credit for recent past performance ratings and experience than for less recent past performance ratings and experience.

Subfactor 1: PAST PERFORMANCE

The Government will conduct a past performance assessment based on the quality, relevancy and currentness of the offeror's past performance (but not the past performance of the offeror's subcontractors) as it relates to the probability of successful accomplishment of the required effort. The extent of similarity in terms of size and scope between the past performance and the required size and scope of typical EFI&T IMOD type projects, the source of information regarding past performance, the context of the data, and general trends in performance may also be considered. When assessing past performance, the Government will focus its inquiry on the past performance of the offeror as it relates to all solicitation requirements. These requirements include all aspects of schedule and performance, including but not limited to the offeror's record of: 1) conforming to specifications and standards of good workmanship; 2) adherence to contract schedules, including the administrative and management aspects of performance; 3) commitment to customer satisfaction; and 4) business-like concern for the interest of its customers. A significant achievement, or problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high risk rating. Therefore, offerors are reminded to include relevant past efforts, including demonstrated corrective actions, in their proposal. Offerors are cautioned that in conducting the past performance assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources. Since the Government may not necessarily contact all of the sources provided for the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving good past performance rests with the offerors, not the Government. In addition to the past performance of the offeror, the Government may consider the past performance of predecessor companies and key personnel with relevant past performance. If there is no relevant past performance, the offeror will be evaluated neither favorably nor unfavorably and such a lack of relevant past performance will be considered an unknown risk.

Subfactor 2: CORPORATE EXPERIENCE

The Government will evaluate the relevant corporate experience of the offeror (but not the corporate experience of its subcontractors) in performing contracts, subcontracts or delivery orders relevant to the effort contemplated by the solicitation.

As part of its evaluation of the offerors corporate experience in performing efforts relevant to the effort contemplated by the solicitation, the Government will consider:

- 1) The extent that simultaneous, similar and relevant contracts, subcontracts or delivery orders (at least 2 years in duration (one year in a hostile environment)) have been completed with a value of at least \$5M (if subcontracts, subcontract total must be at least 48% of the total prime contract/delivery order dollar amount and also at least \$5M) each during the last five years;
- 2) The extent that relevant work of this type has been performed in various or multiple regions of the world during the last five years;
- 3) The extent that relevant work of this type was performed as either a Prime contractor or a Subcontractor employing various types of subcontractors;
- 4) The extent that relevant work of this type has been performed in hostile environments

Factor 4: PRICE

The Government will evaluate the offeror's overall total firm fixed price, which will be the sum of the following:

- 1) **Minimum Guarantee** - The total firm fixed price for all **Minimum Guarantee** CLINs listed in Attachment 5, Pricing Sheet; **plus**

- 2) Task 1 Sagami Enclave, Japan - The total firm fixed price for all Task 1 CLINs and SLINs both **BASE AWARD** and **OPTIONS** listed in Attachment 5, Pricing Sheet; plus
- 3) Task 2 Fort Riley, Kansas - The total firm fixed price for all Task 2 CLINs and SLINs both **BASE AWARD** and **OPTIONS** listed in Attachment 5, Pricing Sheet
- 4) Task 3 Sheridan Barracks and Artillery Kaserne, Germany - The total firm fixed price for all Task 3 CLINs and SLINs both **BASE AWARD** and **OPTIONS** listed in Attachment 5, Pricing Sheet

PROVISIONS INCORPORATED BY REFERENCE:

FAR **EVALUATION OF OPTIONS (JUL 1990)**
52.217-5