

<b>REQUEST FOR QUOTATION</b> (This is NOT an Order)		This RFQ <input type="checkbox"/> is <input checked="" type="checkbox"/> is not a small business set-aside		Page 1 Of 48
<b>1. Request No.</b> W31P4Q-04-T-0565	<b>2. Date Issued</b> 2004AUG09	<b>3. Requisition/Purchase Request No.</b> See Schedule	<b>4. Cert For Nat Def. Under BDSA</b> Reg. 2 and/or DMS Reg. 1	<b>Rating</b> DOA2
<b>5A. Issued By</b> US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-OS-OA REDSTONE ARSENAL AL 35898-5280			<b>6. Deliver by (Date)</b> See Schedule	
<b>5B. For Information Call: (Name and telephone no.) (No collect calls)</b> BRENDA SHOWALTER (256) 876-7321 EMAIL: BRENDA.SHOWALTER@REDSTONE.ARMY.MIL			<b>7. Delivery</b> <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other	
<b>8. To: Name and Address, Including Zip Code</b>			<b>9. Destination (Consignee and address, including Zip Code)</b>  See Schedule	
<b>10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)</b> 2004SEP03		<b>IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.</b>		

11. Schedule (Include applicable Federal, State, and local taxes)					
Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
(See Schedule)					

<b>12. Discount For Prompt Payment</b>	<b>a. 10 Calendar Days</b>	<b>b. 20 Calendar Days</b>	<b>c. 30 Calendar Days</b>	<b>d. Calendar Days</b>	
	%	%	%	Number	Percentage

**NOTE: Additional provisions and representations  are  are not attached.**

<b>13. Name and Address of Quoter (Street, City, County, State and Zip Code)</b>	<b>14. Signature of Person Authorized to Sign Quotation</b>	<b>15. Date of Quotation</b>
	<b>16. Signer</b>	
	<b>a. Name (Type or Print)</b>	<b>b. Telephone</b>
	<b>c. Title (Type or Print)</b>	Area Code Number

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**Name of Offeror or Contractor:**

## SUPPLEMENTAL INFORMATION

AMCOM EXPEDITED PROFESSIONAL AND ENGINEERING SUPPORT SERVICES  
(EXPRESS)  
BLANKET PURCHASE AGREEMENT (BPA) FOR THE  
LOGISTICS DOMAIN

## ADMINISTRATIVE DATA

Primary Point of Contact:

Complete Name, Title, Corporate Address:

Electronic mail address and phone number:

Alternate Point of Contact:

Primary Schedule: (identified in RFI submission)

## NAICS:

Size Standard:

What is your business size?

Are you an 8(a), Small Disadvantaged Business, Woman Owned Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, or Hubzone? If yes, identify your status.

Enter your CAGE CODE:

Enter your DUNS NUMBER:

Enter your TIN:

List Team Members/FSS Schedule Number/Business Size Status

List Subcontractors/Size Status

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**Name of Offeror or Contractor:****(1) AUTHORITY**

This BPA for Advisory and Assistance Services (A&AS) is entered into pursuant to the terms of the BPA holder's FSS contract number ( primary schedule ) and FAR 8.404(b)(4). The contractor is required to notify the AMCOM Acquisition Center PCO of any changes made by GSA to the applicable schedule and shall resubmit the updated schedule within 10-days of receipt of the modification.

**(2) DESCRIPTION OF THE REQUIREMENT/STATEMENT OF WORK**

The BPA holder (hereinafter referred to as the contractor) shall provide advisory and assistance services in accordance with the statement of work set forth in Attachment 1. This BPA is for support to U.S. Army Aviation & Missile Command (AMCOM) and its customers, including geographically separated units.

**(3) SCOPE**

The Contractor, as an independent contractor and not as an agent or employee of the Government, shall furnish to the Government all necessary labor, services (non-personal), and materials, except as specified to be furnished by the Government, required to accomplish the work efforts as specifically set forth in each task order issued under this BPA.

**(4) NOTICE: SOLICITATION/TASK ORDER OMBUDSMAN**

The U.S. Army Aviation and Missile Command (AMCOM) has established the office of Ombudsman to assist industry in removing unnecessary and burdensome requirements from AMCOM solicitations. If you feel that this BPA or any task order issued under the resulting BPA contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the AMCOM Ombudsman at 256-876-6659 or e-mail at randy.richardson@redstone.army.mil. The PCO/Ombudsman should be advised at least five (5) days prior to the RFQ closing date of any deficiency. You may also write to:  
Commander, U.S. Army Aviation and Missile Command  
Solicitation/Task Order Ombudsman  
ATTN: AMSAM-OM (Mr. Randy Richardson)  
Redstone Arsenal, AL 35898

**(5) SUBCONTRACTING AND TEAMING RELATIONSHIPS**

a. Subcontracting and Contractor Teaming arrangements by FSS contractors are encouraged to ensure mission success. If an entity is identified as a team member, effort proposed for performance by that entity shall be priced based on the team member's GSA schedule. If an entity is identified as a subcontractor in the contractor teaming arrangement, effort proposed for performance by that entity shall be mapped into the contractor's GSA schedule rates. The contractor may propose direct task order awards to team members. A team member receiving a direct award may utilize other BPA Team members and/or subcontractors on the BPA Team mapped to the direct awardees's GSA schedule rates, if allowed by the contractor teaming arrangement.

In rare instances, a subcontractor not on the BPA Team may be proposed in the ODC line in response to a specific TORFQ. If a task order is awarded to a contractor who proposed a Non-Schedule subcontractor as an ODC, that subcontracting arrangement is not subject to the GSA Industrial Funding Fee (IFF). However, the contractor shall provide sufficient data for the government to determine the price reasonableness of the subcontractor's proposed rates.

b. During annual open season, the contractor may restructure its team, to include changing subcontractors to team members, changing team members to subcontractors, revising teaming arrangement(s), and/or adding new team members/subcontractors as needed. In rare instances, unforeseen and/or urgent additions of team members and/or subcontractors outside of annual open season may be approved. Approval shall only be given by the contracting officer.

**(6) LABOR CATEGORIES AND ACCOMPANYING RATES**

The contractor shall maintain an accurate team file utilizing the MS Excel worksheet format in Attachment 4 and listing the following information: Prime, Team members, Subcontractors, business size status, applicable GSA Schedule Numbers, and a current schedule of GSA labor categories, rates, minimum education and minimum experience requirements for the contractor and each team member. The contractor shall update the team file and provide revisions to the PCO as changes occur.

**(7) RIGHTS / GUARANTEES**

This BPA is issued with the understanding that it constitutes an agreement to effect the rights of the parties in the event the contractor is solicited and/or awarded a task order. This BPA shall not be construed as a guarantee on behalf of the government to solicit or issue a task order. The government reserves the rights to issue no Task Order Request for Quotations (TORFQs), and no task order awards under this BPA.

**(8) CONTRACT DATA REQUIREMENTS**

Contract data requirements shall be in accordance with Exhibit A, DD Forms 1423, Contract Data Requirements Lists. Specific contract data requirements shall be specified in each task order issued, as required. All data deliverables shall be submitted electronically in Microsoft Office 2000 suite of software.

**(9) SECURITY**

In accordance with the clause entitled "Security Requirements", FAR 52.204-2, and Attachment 3 hereto (DD Form 254, Contract Security Classification Specification), the minimum security classification under this BPA is SECRET. The contractor shall comply with the

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National Industrial Security Program Operating Manual (NISPOM) and the DD Form 254 for the control and handling of classified, export controlled and unclassified information provided to the Contractor. The Contractor, its facility and its employees engaged hereunder shall possess the necessary security clearances in compliance with the NISPOM. Specific security requirements shall be addressed in individual task orders. Security clearances for Contractor employees engaged hereunder will be certified to the organizations Visitor Control Center, in accordance with the NISPOM prior to conduct of classified business under this BPA. The Contracting Officer's Technical Representative for Security and Foreign Disclosure matters will be the requiring elements Security and Foreign Disclosure Office. When visiting or working on Government sites, Contractor personnel or any representatives of Contractor personnel shall comply with all Security regulations, rules, and policies of the Government facility.

**(10) DATA/SOFTWARE AND OZONE DEPLETING SUBSTANCES**

Regardless of whether the use of Ozone-Depleting Substances (ODS) has been approved for this BPA, ODS/Ozone-Depleting Chemical (ODC) specifications or requirements shall not be incorporated into data or software delivered hereunder, including the initial preparation of or any changes, updates or modifications made to Technical Data Packages (TDPs), Depot Maintenance Work Requirements (DMWRs), drawings or manuals, unless specifically authorized in the task order or approved in writing by the Contracting Officer in advance of performance.

**(11) AUTHORIZED ORDERING AGENCIES**

(a) The following Government Agencies are authorized to issue task orders under this Blanket Purchase Agreement:

U.S. Army Aviation and Missile Command (AMCOM)  
Redstone Arsenal, AL 35898

(b) The U.S. Army Aviation and Missile Command may modify this Blanket Purchase Agreement by a unilateral modification authorizing or deleting additional ordering agencies.

**(12) PRESERVATION/PACKAGING/PACKING**

All unclassified data delivered under this BPA shall be packaged, packed, and marked as necessary to assure safe delivery to the addressees indicated on the DD Form(s) 1423. All classified data generated under this BPA shall be handled in accordance with the National Industrial Security Program Operating Manual (NISPOM), dated January 1995, and the intelligence addendum attached to the contract DD Form 254, Contract Security Classification Specification, set forth at Attachment 3, hereto.

**(13) INSPECTION AND ACCEPTANCE OF TECHNICAL DATA/CONTRACT DATA REPORTING**

Inspection and Acceptance (DD Form 250) of Technical Data/Contract Data Reporting delivered under this BPA shall be performed at Destination by the Contracting Officer. DD250s are required upon completion of each task order (or as otherwise stated in CDRLs in individual task order requests for quotations). Individual task orders may impose special DD250 or approval requirements, subject to negotiation.

**(14) PERIOD OF PERFORMANCE**

The period of performance for this BPA is one year. The BPA period of performance may be extended annually in accordance with the Award Term procedures described herein. The required period of performance for task orders awarded under this BPA will be specified in each task order. The total period of performance for a task order, including options, will not exceed five (5) years from the date of task order award.

**(15) PLACE OF PERFORMANCE**

The Contractor may be required to perform services ordered hereunder off-site (any facility or location utilized by the Contractor in performance of a task order issued against this BPA which is not under the control of a Government agency, e.g. Contractor's home or branch office) or on-site (any facility or location where performance is required or directed under a task order issued against this BPA which is not under the control of the contractor, e.g. U.S. Government base or installation, or other contractor facility) within the Continental U.S. (CONUS) or outside the Continental U.S. (OCONUS), as required by individual task orders.

**(16) INVOICE/BILLING PROCEDURES**

a. In accordance with FAR 52.232-1, Payments; and FAR 52.232-7, Payments Under Time and Materials and Labor Hour Contracts; invoices shall be submitted as follows: Only the first and final invoices shall be submitted through the Defense Contract Audit Agency (DCAA) and the Administrative Contracting Officer/Defense Contract Management Agency (ACO/DCMA) to the Defense Finance and Accounting Service (DFAS) specified in this BPA. All other invoices shall be submitted directly to DFAS for payment; and signature by an authorized Government representative is not required on these interim invoices. Unless otherwise directed in the task order, copies of all invoices shall be submitted to the ACO/DCMA set forth in this BPA. Concurrent with submission of invoices to the ACO, one (1) copy of the invoices shall be furnished to the Contracting Officer through EXPRESS NET and one (1) copy to the designated COR or Technical Monitor for review. Invoices shall be prepared in accordance with paragraph (g) of FAR Clause 52.212-4 - Contract Terms and Conditions - Commercial Items. For task orders awarded directly to a team member, invoices shall be submitted by and payment will be remitted to the entity identified as the awardee on the task order award.

b. The contractor shall prepare all invoices at the contract/subcontract line item (CLIN/SLIN)/ACRN level and so specify on all invoices submitted. Likewise, the Paying Office will ensure that all invoices are disbursed as indicated on the invoices.

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c. The contractor shall identify on each invoice: (1) the contract number, (2) the task order number, (3) the CLIN/SLIN and/or CLIN/SLIN number, (4) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA," and (5) the PRON; and (6) in the address block, the contractor Taxpayer Identification Number, point of contact, and telephone number.

d. The Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided.

e. Billing labor rates shall reflect the current GSA FSS rate less any applicable discount provided at the BPA or task order level.

f. Direct Materials - Reimbursement of direct materials shall be limited to materials specifically stated and defined in the task order SOW which enter directly into the deliverables, or which are used or consumed directly in connection with the furnishing of the deliverables.

g. Material Handling/Burden Costs - Reimbursement of material handling/burden costs not included in the labor rates shall be in accordance with the GSA schedule.

h. Other Direct Costs (ODCs) - Backup documentation for ODCs shall be provided for review and examination at Government request.

(1) Travel - Inclusion of travel in a task order constitutes approval, subject to coordination with the COR/TM. The contractor will be reimbursed for travel expenses incurred by its employees performing work under individual task orders in accordance with the Joint Travel Regulations (JTR) and the following:

(a) Transportation within the Continental United States (CONUS) and Outside the Continental United States (OCONUS) shall normally be made by commercial carrier and cost paid by the Contractor, subject to reimbursement on presentation of properly certified claims in accordance with the Contractor's travel policies and method of billing as set forth in the Contractor's FSS schedule.

(b) Transportation by personal or rental automobile may be used when determined by the COR/TM to be the most economical method of transportation.

(c) The Contractor shall not be reimbursed as a direct charge under this BPA for any costs of transportation for on-base travel on U.S. Government facilities. The Contractor shall not be reimbursed for costs associated with Contractor personnel travel to and from their place of residence to their primary duty station. Local travel in performance of a task order will be reimbursable on a case-by-case basis at the contracting officer's discretion.

(d) All allocable and allowable travel (including per diem) will be billed in accordance with the Joint Travel Regulations (JTR) and the Contractor's cost accounting system.

(2) The contractor shall be reimbursed as a direct charge under this BPA for necessary costs associated with deployment of contractor personnel to include items such as dental panoramic radiographs, physical exams, immunizations (applicable to country locations), eye glass inserts for protective masks, training, and specialized clothing and equipment. These costs will be negotiated on a case-by-case basis.

(3) Any Other Direct Costs (ODCs) reimbursable under this BPA shall be identified at the task order level.

i. Hours claimed for payment and included in invoices shall be separately identified to the period in which they were incurred for verification and comparison with the Performance and Cost Reports.

j. Billing Period - Vouchers shall be submitted with a frequency no greater than once per month. However, the Government may allow billing every two weeks, on a case-by-case basis.

**(17) CONTRACTOR WEB SITE / ELECTRONIC INTERFACE**

Each BPA holder shall maintain a secure website throughout the period of performance of the BPA in order to electronically interact with the AMCOM EXPRESS contracting office via EXPRESS Net. Details of the required interface will be provided upon BPA award and will not require extraneous material resources.

The media used for all submissions shall be compatible with the Microsoft Office 2000 software suite. The Government will provide EXPRESS BPA holders with logins and Express Net training material.

**(18) RELEASE, ACCESS, AND DISSEMINATION OF FOREIGN INTELLIGENCE INFORMATION**

Contractor access to intelligence may be required in order to perform certain task order statement of work requirements. Access to intelligence information pertinent to contract performance is authorized for the duration of each individual task order and shall be obtained by directing specific requests to the Senior Intelligence Officer (SIO) of the procuring activity with a copy furnished to the

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Contracting Officer. The Contracting Officers technical representative for intelligence will be the AMCOM SIO or his/her designated representative, ATTN: AMSAM-IS. Certification of intelligence need-to-know for each task order will be made by the SIO. Release of all intelligence to Contractors will be made only by the SIO or his/her designated representative. Classified information may be provided on request up to and including the level of the contractors facility clearance for classified information, provided the information is required by the task order statement of work and the requirements of AR 381-1 are satisfied. Intelligence information shall be handled in accordance with the National Industrial Security Program Operating Manual (NISPOM) and the intelligence addendum to the DD Form 254, Contract Security Classification Specification, set forth as Attachment 3, hereto.

**(19) CONTRACTOR ACCESS ONTO GOVERNMENT FACILITIES DURING GOVERNMENT HOLIDAYS OR WEEKENDS**

a. For security reasons, Contractor personnel will not be allowed access into Government facilities during Government holidays, weekends, non-duty hours (1730-0630) or other times when Government employees are not in attendance (e.g. Organization Day, inclement weather closing), unless escorted at all times by a U.S. Government employee (civilian or military) who works in the area for which entry is required.

b. The contractor shall coordinate with the Provost Marshal Office prior to task order performance in order to organize and obtain contractor employee badging and vehicle registration IAW AR 600-8-14. Contractor personnel shall wear a badge at all times when performing on-site work under this BPA.

c. Contractor work hours at government facilities shall be coordinated with the Contracting Officers representative.

d. Exception to this provision will be addressed on an individual task order basis. In all cases where unattended access to Government facilities is authorized by the Contracting Officers Representative (COR), or Technical Monitor if no COR is appointed, the contractor shall operate in accordance with the following security publications:

AR 190-11, 12 Feb 98, Chapter 5, Physical Security of Arms, Ammunition and Explosives (AA&E)

AMC Suppl 1 to AR 190-11, 8 Jan 01

AR 190-13, 30 Sep 93, The Army Physical Security Program

AMC Suppl 1 to AR 190-13, 1 Dec 00

AR 190-51, 30 Oct 93, Security of Unclassified Army Property

AR 380-5, 28 Sep 00, Army Information Security Program

AMC Suppl 1 to 380-5, 19 Apr 01

AMCOMR 190-1, 15 Mar 99, Redstone Arsenal Physical Security Program

AR 380-28, 1 Sep 91, Special Security System

FM 19-30, 1 Mar 79, Physical Security

Compliance with FAR 52.237-2, Protection of Government Buildings, Equipment, and Vegetation, is required.

**(20) PERSONNEL SECURITY REQUIREMENTS**

All contractor personnel working with national defense information shall have personnel security investigations equal to that required for DOD personnel performing like duties. Personnel performing critical-sensitive duties require a single scope background investigation. Personnel performing non-critical sensitive and non-sensitive duties require a national agency check with written inquiries.

**(21) INFORMATION ASSURANCE (IA) SECURITY REQUIREMENTS**

a. All contractor personnel performing ADP I, II, or III duties as described in Army Regulation 380-67(Personnel Security Program), Appendix K, shall have appropriate personnel security investigations. Required investigations are single scope background investigation (SSBI) for ADP I positions and national agency check with written inquiries for ADP II and III positions.

b. All ADP systems developed or operated by contractor personnel, to include off-site contractor systems connected to Army systems, shall meet security and accreditation requirements of Army Regulation 25-2 (Information Systems Security). Contractor-owned systems processing classified information shall meet requirements of the NISPOM, Chapter 8.

c. Access to Restricted Areas, Sensitive Information, or Equipment Not Involving Access to Classified Information. Access to restricted areas, sensitive information, or equipment by DOD military, civilian, or contractor personnel will be limited to those individuals who have been the subject of a favorably completed investigation or who are under the escort of appropriately cleared personnel for work being performed on government facilities on Redstone Arsenal. Where escorting is not practical and the requirement

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is stipulated in writing (Scope of Work, SOP, or MOU), a National Agency Check (NAC) for civilian employees, for military, or for contractor employees will be conducted and reviewed by the Intelligence and Security Directorate.

d. Personnel Occupying Information Systems Positions Designated ADP-I, ADP-II, and ADP-III. DOD military, civilian personnel, consultants, and contractor personnel performing on unclassified automated information systems may be assigned to one of three position sensitivity designations listed below.

(1) ADP I positions are designated critical sensitive positions and require a favorably completed SSBI prior to access to any government system. ADP-I positions are those where the incumbent is directly responsible for the planning, direction, and implementation of the activity's information systems security program; individuals whose major responsibility is the direction, planning, and design of computer systems (both hardware and software); and individuals who can access a computer system during maintenance or operation in such a way as to cause grave damage or realize a significant personal gain. As a minimum, specific positions which will be designated as critical sensitive are the AMCOM Information Systems Security Program Manager, the AMCOM information Systems Security Manager, the Corporate Information Officer, supervisory personnel of computer hardware and/or software development activities, Level III system administrators, system programmers, network security officers, and software designers and developers.

(2) ADP II positions are designated noncritical-sensitive positions and require a favorably completed NAC for civilians, military or contractors before access to any government system is granted. ADP II positions are those where the incumbent is responsible for the direction, planning, design, operation, or maintenance of computer systems (both hardware and software), and whose work is technically reviewed by a higher authority of the ADP I category to ensure the integrity of the system. Positions include mainframe/mini-computer operators, hardware designers and developers, Level I and Level II systems administrators, information systems security officers, password managers, and auditors (of system audit trails).

(3) ADP III positions require a favorably completed NAC for civilians, military or contractors and are designated when individuals who use a computer as an administrative tool, regardless of the classification of data being accessed, are performing ADP III duties. These individuals are "end users" and do not have root access or perform computer security related function for their organization.

**(22) GOVERNMENT-CONTRACTOR RELATIONSHIPS**

a. Contractor personnel under this BPA shall not:

(1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian;

(2) be placed in a staff or policy making position;

(3) be placed in a position of command, supervision, administration or control over DA military or civilian personnel, or personnel of other contractors, or become a part of the Government organization;

(4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or other applicable Federal Agencies;

(5) be used in administration or supervision of military procurement activities.

b. Employee relationship. The services to be performed under this BPA do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

c. All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. All documents or reports produced by contractors shall be suitably marked as contractor products and contractor participation in producing the document or report shall be appropriately disclosed.

**(23) PROVISIONS FOR CONTRACTOR PERSONNEL AS PASSENGERS IN ARMY AIRCRAFT**

Task Orders issued under this BPA may require the contractor to participate in aerial flights, including aviator/crew and non-aviator/non-crew member status, aboard Army aircraft in support of technical observations or tests being conducted by Governmental development and test agencies. Any such requirement shall be specifically approved in writing and in advance prior to flight by the Government Flight Representative (GFR). Personnel not meeting the requirements of paragraph 1-6, AR 95-20, shall, obtain a written authorization approved by the Government Flight Representative (GFR).

**(24) TASK ORDER ORDERING PROVISION**

The following ordering procedures apply to all Task Orders (TO) issued under this BPA. Any services to be furnished under this BPA will be ordered by issuance of written TOs. In addition:

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- a. Only an authorized Contracting Officer can issue a TO under this BPA.
- b. All TOs are subject to the terms and conditions of the BPA. In the event of conflict between a TO and the BPA, the BPA will take precedence.
- c. The Government contemplates award of fixed price and/or fixed rate (level of effort or completion), time and materials, or labor hour TOs under this BPA.
- d. All costs associated with the marketing, proposal preparation, presentation, submission and negotiation in response to any task request or task order shall be at the contractor's expense and will not be allowable as a direct charge. Post award Task Order administration shall not be a direct charge to the Task Order.
- e. In accordance with DFARS 208.404-70(d)(2)(ii), all BPA awardees within each domain will be given the opportunity to compete for task orders exceeding \$100,000 within that domain unless one of the exceptions at FAR 16.505(b)(2)(i)-(iii) apply or a Statute expressly authorizes or requires that the purchase be made from a specified source. A direct team member award may be made when the BPA holder proposes that approach.
- f. No work shall be performed and no payment will be made except as authorized by a TO. The contractor shall not proceed with any work pursuant to this section until a written task order is issued by the contracting officer.
- g. The government's selection decision on each TO evaluation shall be final. Protests are allowable only in accordance with FAR 16.505(a)(8).
- h. The Government reserves the right to make award without discussions.
- i. TO award(s) will normally be made to the contractor or BPA holder who is determined to best meet the needs of the Government after consideration of all evaluation criteria. In making the best value determination, it is possible that after conducting a tradeoff analysis, the lowest priced response may not necessarily represent the best value. After responses have been evaluated in accordance with the criteria identified in the TORFQ, and the contractor's rates have been verified, the order will be placed with the contractor that represents the best value to meet the Government's needs.
- j. In conducting the TO evaluation, the Government may use data provided by the offeror as well as data obtained from other sources (e.g., Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead). While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the contractor/BPA holder.
- k. Task Orders will be generated and distributed using the EXPRESS Net system.
- l. Discounting will be allowed at the BPA level and/or task order level. The Contractor's task order quotation shall include both the GSA FSS labor rates and the discounted rate, if applicable.
- m. The contractor shall submit an OCI Certification in response to each TORFQ, utilizing the format set forth in Attachment 6.
- n. Oral Presentations. TORFQs may require oral presentations. Specific instructions will be provided in TORFQs, as applicable.
- o. Technical Instructions (TI). The following provision shall apply for task orders containing TIs:
  - (1) Technical direction to perform effort under the TO SOW may be given by means of technical instructions issued in numerical sequence. TIs may be issued with option exercise modifications to describe the effort to be performed. Each TI shall establish the effort to be expended for its performance and the number of manhours, travel, direct material, and/or other direct costs which shall not be exceeded. The TI may be used to:
    - (a) Specify tasks to be accomplished under the TO SOW.
    - (b) Specify performance milestones and metrics (if applicable).
    - (c) Specify number of manhours to accomplish task within limits established in TO.
    - (d) Specify deliverables within those specified in TO.
    - (e) Provide other direction as may be required to successfully achieve the objectives of the TO within the parameters established by the TO SOW.

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- (2) A TI shall not, in any event, alter or modify the scope or terms of either the specific task order, the BPA or the FSS Schedule. If the contractor believes that a TI has been issued that will alter, modify, or amend the scope or terms of the task order, BPA or FSS Schedule, then the contractor shall promptly notify the contracting officer as required by FAR 52.243-7.
- (3) A TI shall be issued by the Contracting Officer as an attachment to task order modifications and transmitted to the contractor.
- (4) A TI may be modified, cancelled, or superseded anytime by issuance of a new TI.
- (5) In case of extreme urgency, the Contracting Officer may instruct the contractor by telephone, but this shall be followed by a signed, approved TI.
- (6) The TI shall identify the applicable TO SLIN (if applicable) under which the effort is to be performed for purposes of identifying the price of that individual effort. In no event shall the total number of labor hours and price issued under a series of TIs exceed those labor hours and price set forth in section B of the specific task order for a particular SLIN.
- (7) TIs are not intended to replace informal direct communication or nondirective information between the contractor, the contractor's team members/subcontractors, and government personnel.
- (8) TIs may be issued during the course of task order performance to provide technical direction that may more closely reflect new information or changed priorities within the TO SOW.
- (25) Ordering Procedures for Task Orders
- a. When the Government has a requirement for services to be performed under this BPA, the Contracting Officer shall issue a Task Order Request for Quotation (TORFQ). The Contracting Officer intends to post draft task order requirements on Express Net for five days to promote a fair opportunity for consideration. During this period, contractors will be afforded the opportunity to submit questions, or comments regarding the draft requirement. At the conclusion of this five-day period a final TORFQ will be issued. In addition to written responses, the contracting office will consider other innovative means to accomplish efficient awards, such as Oral Presentations.
- b. In the event of an urgent requirement, the Contracting Officer may omit posting of the draft task order requirements.
- c. Evaluation criteria for specific efforts will be set forth in the individual TORFQ. Options included in any order resulting from a TORFQ will be evaluated in accordance with FAR 52.217-5, Evaluation of Options (JUL/1990).
- d. Requirements for each task order proposal shall be defined at the time of issuance. A not-to-exceed amount for travel, direct materials and/or other direct costs shall be specified in the TORFQ.
- e. Upon receipt of any task order issued hereunder by the PCO, the Contractor, pursuant to such an order shall furnish to the Government, services, materials, and/or ODCs at or below the prices set forth in this BPA. All efforts specified shall be performed in the most economical and expeditious manner by skilled personnel and shall be in conformity with the highest standards and practices. It is anticipated that quotations submitted in response to a TORFQ may include multiple schedules considered applicable to the requirement. Offerors shall identify the SINS necessary to perform TO SOW requirements in accordance with the proposed approach. Any SINS identified must be covered by the GSA schedule award of the team leader (if the team leader or a subcontractor is to perform the effort) or team member (if a team member is to perform the effort). The established rates on the GSA schedule contract, less any proposed discount at the BPA or task order level will prevail unless schedule rates are revised in an amount lower than the previously established rates. Task orders under this BPA shall be issued at the sole discretion of the Government.
- f. Performance-Based task orders are encouraged and preferred. The appropriate contract type and application of performance-based contracting will be determined based on the circumstances of each individual task order.
- g. Incidental Items and Other Direct Costs. Contractors are encouraged to provide materials through GSA Schedules. When necessary, open market/non-schedule items may be added to task orders on a cost-reimbursement basis. Open market/non-schedule items will be separately identified on the order and will not be subject to the GSA Industrial Funding Fee. As the ordering agency, AMCOM will comply with all applicable acquisition regulations for such items and may request cost and pricing data in accordance with FAR 15.403-4, if open market/non-schedule items exceed \$550K.
- h. Task orders for services and data shall be issued by the PCO in writing, dated and numbered. Task Orders will set forth (i) the services and data being ordered, (ii) the quantities to be furnished, (iii) delivery or performance dates, (iv) place of delivery or performance, (v) packing and shipping instructions, if any, and (vi) funds obligated. Modifications to task orders may be issued only by the PCO. Each task order will allot specific, funding amounts for each CLIN.
- i. Upon completion of a task order, any and all excess funding may be deobligated by executing a bilateral modification to the respective task order.

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- j. The Government reserves the right to not award a task order after issuing a TORFQ.
- k. The contractor shall submit the TORFQ responses utilizing the EXPRESS Net system.

**(26) TASK ORDERS WITH OPTIONS**

The contracting officer may issue task orders that include options under any of the following conditions:

- a. The services being acquired are highly unique or specialized; or
- b. The efforts to be performed are so integrally related that only a single contractor can reasonably perform the work; or
- c. Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on.

**(27) OPTION FOR INCREASED EFFORT**

The following provision shall apply for task orders containing options:

The government may unilaterally increase the effort called for in a task order awarded under this BPA in accordance with the following provision:

- a. The government may unilaterally increase the effort called for herein by requiring the delivery of the line items identified in the schedule of the task order as an option item, in the quantity and at the option price specified in each option exercise modification. As a part of each option, the government shall select the labor skill mix and the number of hours for each skill by specifying the labor categories. The contracting officer may exercise the options at any time within the option exercise period stated in the task order by giving written notice to the contractor. The Contractor shall maintain the capability to commence work on any option exercised under this Task Order within 3 working days after receipt of option.
- b. The option exercise period (the period of time in which the government may elect to exercise options in whole or in part) shall be set forth in individual task orders.
- c. The following provisions are applicable to all options:
  1. The government may unilaterally exercise a portion of any option more than once during the period in which the respective option may be exercised.
  2. Any option hours not exercised during the stated exercise period may be unilaterally transferred by the government to the next applicable option CLIN(s) at the new years' rate. Accordingly, transferred hours may increase the level of effort for schedule B.
  3. At the time of a TI option exercise, the government shall identify the specific Statement of Work (SOW) paragraph (s), appropriated funds, the period of performance; and Technical Instructions. Any anticipated material/travel shall be identified and funded.
  4. Unless the task order provides otherwise, the following variance provision is applicable to all level of effort task orders:

The hours stated for each labor category are deemed estimated hours. The contractor is authorized to vary the estimated number of hours in the authorized labor categories without prior approval of the Contracting Officer or the Contracting Officer's Representative up to 10% of the total number of hours, provided the total hours and cost for the Sub-Contract Line Number (SLIN) are not exceeded. Variances in excess of 10% require the prior approval of the Contracting Officer's Representative. In no event shall the total hours and/or estimated price for the Sub-Contract Line Item Number (SLIN) be exceeded.

**(28) TASK ORDER LABOR CATEGORY/HOURS**

Each task order shall set forth approved labor categories, labor hours, and any other travel/direct material/other direct costs, as applicable, identified separately for the prime/team leader and any team member/subcontractor(s). The Contractor shall not utilize any labor category not specified in the task order. If additional labor categories and/or hours are required during performance of the task order, the Contractor shall provide notification to the Contracting Officer. A separate CLIN/SLIN may be established for labor hours, travel, direct materials, other direct costs. Travel, direct materials, and other direct costs (and associated indirect costs) CLIN/SLINS shall be cost-reimbursable, no fee or in accordance with the provisions of the FSS schedule (as applicable).

**(29) RELEASE OF CONTRACT DATA DELIVERED UNDER THIS CONTRACT**

Data generated as a result of any task order issued IAW this BPA shall not be released to any agency other than those specifically listed in each Contract Data Requirement List(s), DD Form(s) 1423, set forth in each task order, without the express written consent of the Contracting Officer. If such consent is granted, the Contractor shall provide to the Contracting Officer a copy

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of the transmittal correspondence.

**(30) CONTRACTOR INSURANCE REQUIREMENTS**

In accordance with FAR 52.228-5, Insurance -- Work on a Government Installation, the prime/team leader, any subcontractor, and any team member shall carry insurance of the types and in the minimum amounts set forth in FAR 28.307-2.

**(31) GOVERNMENT FURNISHED PROPERTY**

a. The Government may furnish to the contractor for use in the performance of this BPA, the property set forth in the individual task orders in accordance with the requirements of FAR 52.245-5.

b. Any Government Furnished Property/Equipment required for a specific task order will be set forth in the order.

**(32) TRAINING OF CONTRACTOR EMPLOYEES**

The Contractor shall provide only fully trained, experienced and technically proficient personnel. The Contractor shall not bill for labor hours or travel costs associated with Contractor employee training unless specifically required and authorized in a task order; however, with appropriate Government approval Contractor employees may be allowed to attend Government sponsored training at the Contractor's expense.

**(33) NEWS RELEASES**

No news releases (including photographs and films, public announcements or denial or confirmation of same) on any part of the subject matter of this BPA or any phase of any task order hereunder shall be made without prior written approval of the Public Affairs Officer, Redstone Arsenal, Alabama. AR 360-1, Army Public Affairs, Public Information, contains guidance on this subject.

**(34) SAFETY**

a. The contractor shall be responsible for providing all needed safety equipment, instruction/training, and health evaluation/examinations for the contractor employees performing under task orders issued IAW this BPA. The contractor shall comply with all Occupational Safety and Health Administration and Environmental Protection Agency regulations in performing task orders issued IAW this BPA.

b. The contractor shall provide licensed equipment operators as required by local, state, and federal laws. Contractor personnel may be required to ride in test vehicles, work in laser operation areas, operate specialized equipment, and work in explosive test facilities. The contractor shall provide personnel working in laser areas with ocular medical surveillance and appropriate protective eyewear as prescribed in TB MED 524. The contractor shall provide protective clothing and equipment to personnel working in explosive areas. The contractor shall provide Hearing protection, screening and surveillance testing as required by appropriate local, state, and/or federal laws and regulations.

**(35) ACCOUNTING AND APPROPRIATION DATA**

The applicable accounting and appropriation data will be cited on individual task orders placed under this agreement. All task orders will individually cite funding for Labor Hours, Direct Materials (including associated indirect costs) and ODC's. All documents submitted for payment shall reference the accounting and appropriation data set forth in the orders.

**(36) KEY PERSONNEL**

Contractor Personnel serving in program management roles are considered to be critical to the successful performance of this BPA. Prior to replacing key personnel to the BPA or task orders, the contractor shall provide written notice to the contracting officer. The advance notice shall detail the proposed changes and demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced. This requirement is applicable to both prime contractor/team leader and team member/subcontractor key personnel.

**(37) CONTRACTOR PERFORMANCE DURING TIMES OF HEIGHTENED SECURITY AND/OR LIMITED ACCESS**

To ensure that all hours and/or services under BPA task orders are performed and/or delivered by the contractor, during times of heightened security and/or limited access to a government facility the COR and prime contractor may enter into an agreement that the hours specified in the Task Orders may be worked at varying times and locations consistent with the Government's requirement and good order. Under emergency situations, the hours worked shall be billed at the rates specified in the Task Order, regardless of the place of performance.

**(38) POST/BASE CLOSURES**

a. From time to time, the base commander may close all or part of the base in response to an unforeseen emergency or similar occurrence. Such emergencies include, heightened security, adverse weather such as snow or flood, an act of God such as tornado or earthquake, or a post/base disaster such as a natural gas leak or fire. Unless otherwise specified in the task order, Contractor personnel are non-essential personnel for purposes of any instructions regarding the emergency.

1. Contractor personnel shall be officially dismissed upon notification of a base closure in accordance with paragraph B. After all government furnished property is appropriately secured, contractor personnel shall evacuate in an expedient but safe manner.

2. With regard to work under the BPA task orders, the government shall retain the following options:

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- a. The government may grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.
- b. The government may forgo work. The contractor will not be paid for work not performed.
- c. The government may reschedule the work on any day satisfactory to both parties.

**b. Post/Base Closure Notification Procedures:**

1. After an official decision to close the base has been made by the base commander, the contractor is directed to listen or watch the local radio or television stations for notification of a base closure. The contractor shall comply with instructions intended for non-essential personnel.
2. The contractor will not receive any other form of notification of a base closure from the government. The contractor is responsible for notification of contractor employees.
3. If a decision to close all or part of the base is made during the duty day, and the base commander's decision is transmitted through official notification channels, the contractor shall comply with the instructions as given.

**(39) CONTRACTOR PERSONNEL DEPLOYMENT**

- a. This clause applies to all contractor personnel which includes contractor employees, subcontractors and team members.
- b. The Government may require the contractor to perform in support of deployment for contingency or training operations. The contractor and its personnel shall use good faith efforts to continue to provide services according to the terms and conditions of this BPA until evacuated by appropriate Government authorities or unless prevented from performing by Government actions.
- c. No change in the scope or within the scope of this BPA which would effect a change in any term or provision of this BPA shall be made except by modification executed by the Contracting Officer. The contractor shall ensure that all contractor personnel are knowledgeable and cognizant of this contract clause. Changes to contract effort accepted and performed by contractor personnel outside of the scope of this BPA without specific authorization of the Contracting Officer shall be the responsibility of the contractor.
- d. The Contracting Officer may change the priorities of the contractors activities within the terms and conditions of the BPA/Task Order.
- e. The contractor is responsible for supervision and direction of all contractor personnel and for on-site liaison with functional U.S. organizations. The contractor and its personnel shall not supervise or be supervised by Government personnel.
- f. The contractor shall ensure that all deployed contractor personnel comply with all directives, operating procedures, policies, rules, regulations, guidance, instructions, and general orders issued by the Theater Commander or his/her representative, to include those based upon the need to ensure mission accomplishment, force protection, and safety. The contractor shall ensure that all deployed contractor personnel follow reporting procedures for entering and exiting the area of operations.
- g. The contractor shall request guidance from the Government Operations Center if it or its personnel are approached by members of the news media seeking interviews or information on participation in the mission/operation.
- h. The contractor shall comply and ensure that all deployed personnel comply with pertinent Department of the Army and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations, and international agreements (e.g., status of forces agreements, host nation support agreements) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Disputes will be resolved by the Contracting Officer. Contractor personnel serving with or accompanying an armed force in time of war (i.e., a Congressionally declared war) are subject to the Uniform Code of Military Justice. Contractor personnel who are retired members of the military may be subject to action under the Uniform Code of Military Justice.
- i. The contractor shall take reasonable steps to ensure the good conduct of its personnel. The contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all contractor personnel performance and conduct problems identified by the Contracting Officer. Contractor personnel may have administrative privileges, access to facilities, and/or any special status limited, suspended, or revoked for failure to comply with contract requirements. The Contracting Officer may require the contractor, at the contractors expense, to remove or replace any contractor personnel failing to adhere to any contract requirements and/or any contractor personnel whose conduct endangers persons or property or whose continued employment is inconsistent with the interest of military security. The contractor shall provide to the Contracting Officer a list of its personnel entering, leaving, or in the area of operations.
- j. The contractor personnel deploying to support this contract will be administratively assigned to the designated Theater Logistics Support Element for accountability purposes. The contractor and its personnel shall comply with all required reporting instructions and procedures required by the Theater Logistics Support Element Commander.

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k. The contractor shall ensure that its personnel understand the potential danger, stress, physical hardships, and field living conditions that may exist during deployment. The contractor shall conduct physical and medical evaluations of all of its personnel to be deployed to ensure that they are capable of enduring the rigors of deployment in support of the military operation, to include meeting the requirements in paragraph r. The contractor shall replace personnel at contractor expense, if its personnel depart an area of operations without permission.

l. The contractor shall designate a point of contact for all of its plans and operations.

m. The contractor shall provide, in writing, to all affected contractor personnel, information on personnel benefits due to war exigencies under 33 U.S.C. 901 et seq (Longshoremens and Harbor Workers Compensation Act) and 42 U.S.C. 1651 and 1701 et seq. (Defense Base Act and War Hazards Compensation Act). The contractor and its personnel shall be familiar with DA PAM 715- 16, dated 27 February 1998.

n. As it determines that it is required by the operational situation, the Government will relocate contractor personnel to a safe area or evacuate them from the area of operations.

o. The contractor shall ensure that all deploying contractor personnel receive mission training and successfully complete such training as specified by the Contracting Officer.

p. The Government will provide Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CD) training and standards for deploying personnel as deemed necessary.

q. The contractor shall ensure that prior to deployment, its personnel to be deployed have the following identification cards and tags required for deployment: DD Form 489, which shall be carried at all times when in the theater of operations; personal identification tags, which shall be worn at all times when in the theater of operations; DD Form 93, which shall be carried to the theater of operations and also provided to the Contracting Officer; DD Form 1173 for any authorized access to facilities and use of privileges. Any other requirements will be specified by the Contracting Officer. Upon return of contractor personnel, the contractor shall ensure that all issued identification cards and tags are returned to the Government and shall provide to the Contracting Officer documentation of the return annotated by the receiving Government official.

r. (1) The contractor shall ensure that contractor personnel to be deployed meet appropriate physical and medical requirements and standards necessary for deployment as determined by the Contracting Officer; (2) The contractor shall be responsible for providing personnel who meet the physical standards, medical requirements and immunization requirements for job performance in the designated theater of operations. Contractor personnel shall bring their shot records to the area of operations. The Government may require medical screening, at the CONUS Replacement Center, of contractor personnel to be deployed, to include DNA sampling and compliance with immunization requirements. For any contractor personnel determined by the Government to be non-deployable, the contractor shall promptly remedy the problem. If the problem cannot be remedied, the contractor shall provide a replacement having equivalent qualifications and skills in time for the scheduled deployment. Contracting Officer's approval is required in advance of all changes to deployed contractor personnel.

s. (1) The contractor shall ensure that contractor personnel possess the necessary personal and special clothing and safety equipment to execute contract performance in the theater of operations in accordance with the Statement of Work; (2) The Government will provide to the contractor military unique organizational clothing and individual equipment that it determines is necessary; (3) The organizational clothing and individual equipment issue point will be designated by the Contracting Officer or his/her authorized representative; (4) Upon receipt of organizational clothing and individual equipment, the contractor shall assume responsibility and accountability for these items; (5) The contractor or its personnel shall sign for all Government issued organizational clothing and individual equipment to acknowledge receipt and acceptance of responsibility for the proper maintenance and accountability of Government issued organizational clothing and individual equipment; and (6) The contractor shall ensure that all issued organizational clothing and individual equipment are returned to the Government. Upon return of organizational clothing and individual equipment to the Government, the contractor shall be responsible for requesting, maintaining and providing to the Contracting Officer documentation demonstrating the return of issued organizational clothing and individual equipment to Government control.

t. (1) The Government may issue weapons (sidearms) for self-defense to contractor personnel. Acceptance of weapons by contractor personnel is at the discretion of the contractor and its personnel. When accepted, contractor personnel are responsible for using the weapons in accordance with the rules of engagement, policies, regulations, instructions, directives, guidance, and orders issued by the Theater Commander, all military regulations, and any contractor policies regarding possession, use, safety, and accountability of weapons and ammunition. Contractor personnel self-defense is not a contract requirement; therefore, contractor personnel are legally liable for any use that is not in accordance with these above rules, instructions, directives, guidance, orders, regulations and policies. Only military issued ammunition may be used in any weapon that is accepted; (2) Prior to issuing any weapons to contractor personnel, the Government will provide the contractor personnel with weapons familiarization training. If such training is not provided, sidearms will not be issued; (3) Upon return from deployment or notification by the Government, the contractor shall ensure that all Government issued weapons and ammunition are returned to the Government and shall provide to the Contracting Officer documentation of the return annotated by the receiving Government official; (4) Before acceptance of any weapon by the contractor or its personnel, the contractor shall screen its personnel to ensure that the personnel can be issued a weapon in accordance with U.S. law (e.g., no felony conviction and no misdemeanor conviction for spousal abuse) and applicable host nation laws.

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u. The contractor shall ensure that deployed personnel possess the required civilian licenses to operate the vehicles/equipment necessary to perform the contract in the theater of operations in accordance with the Statement of Work. Before operating any military owned or leased vehicles/equipment, contractor personnel shall provide to the Contracting Officer proof of license (issued by an appropriate Governmental authority). The Government, at its discretion, may train and license contractor personnel to operate military owned or leased vehicles/equipment. While operating a military owned or leased vehicle or equipment, contractor personnel may be subject to the local laws and regulations of the country, area, city, and/or camp in which deployed. Contractor personnel may be subject to criminal and/or civil liability; therefore, the contractor and/or its personnel may be held liable for damages resulting from the unsafe or negligent operation of military owned or leased vehicles/equipment.

v. Contractor personnel shall obtain all passports, visas, and other documents necessary to enter and/or exit. The Government will assist the contractor in identifying documents that are necessary for the particular area of operations. Contractor personnel shall carry these documents at all times when deployed and overseas in support of military operations. All contractor personnel shall be subject to the customs processing procedures and entrance and exit requirements, to include laws, treaties, agreements, and duties for the country to which they are deploying and the customs requirements, procedures, laws, and duties of the United States upon re-entry.

w. Upon arrival in the area of operations, contractor personnel will receive reception, staging, onward movement, and integration information from the appropriate organization in the area of operations.

x. The Government will provide to contractor personnel deployed in the theater of operations, on a cost reimbursement basis: field living conditions, force protection, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and use of morale, welfare and recreational facilities and activities commensurate with that provided to Department of Defense civilians and/or military personnel deployed in the theater of operations. While living in the field environment, contractor personnel shall maintain a clean living area, be considerate of others, and adhere to the Theater Commanders policies, directives, essential operating procedures, rules, regulations, guidance, instructions, and general orders. The contractor shall thoroughly explain to contractor personnel before deployment the terms and conditions of this contract and the expected field environment.

y. Contractor personnel shall be subject to the terms and conditions of any Status of Forces Agreements (SOFAs) which may be in effect in the area to which they are being deployed. The contractor shall provide SOFA training to its personnel prior to deployment. The contractor and its personnel shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements. In case of conflict between this contract and the SOFAs, the terms and conditions of the SOFAs take precedence. If this requires any change to the contract, the contractor shall notify the Contracting Officer immediately.

**(40) ANTHRAX VACCINE IMMUNIZATION**

If at any time, and for any period of time, during the performance of this BPA, whether in direct or indirect support thereof, any contractor personnel must travel to a "high threat" area (including contiguous waters) during a crisis situation, those personnel shall have been vaccinated against the Anthrax virus. Prior to deploying and subject to availability of said vaccine, personnel shall have received at least three (3) vaccinations in the series. In rare circumstances where an individual is unable to take or to continue the vaccinations due to medical or administrative reasons, that person shall be evaluated for deployability in accordance with Armed Services criteria.

"High Threat" areas include the countries of Southwest Asia (Kuwait, Saudi Arabia, Bahrain, Jordan, Qatar, Oman, UAE, Yemen, and Israel), other Asian nations (Afghanistan and Pakistan), and the Korean Peninsula. As high threat areas may change at any given time, the contractor shall contact the PCO to verify threat status prior to deploying OCONUS.

DODI 3020.37 (Continuation of Essential DoD Contractor Services During Crisis) provides the definitive guidance in determining applicability. The contractor shall identify all personnel in their employ so classified and provide the names of those individuals to the PCO. In addition, the contractor will provide an affirmation that those individuals so identified will begin vaccinations after contract modification upon notification by the PCO.

**(41) PERFORMANCE MONITORING**

For performance-based task orders, performance metrics will be identified in each task order. Task order performance will be evaluated based upon the identified metrics.

**(42) PAST PERFORMANCE**

Contractor performance on Task Orders exceeding \$1,000,000 (not to exceed amount including ceiling/options) will be assessed under this BPA. For task orders with a period of performance of 12 months or less, a single and final assessment shall be performed when the task order is physically complete. For task orders with a period of performance longer than 18 months, an interim assessment will be prepared every 12 months; a final assessment will be prepared when the order is physically complete. The requirer, the Contract Administration Office, or any other Government source deemed appropriate will provide to the Procuring Contracting Officer (PCO) information relative to the contractor's performance in the following areas: Quality of Product/Services; Schedule; Cost Control; and Business Relations and Management of Key Personnel. The assessment/review will be accomplished using the current Army Past Performance Information Management System (PPIMS). The completed evaluations shall not be released to other than Government personnel and the contractor whose performance is being evaluated.

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This BPA will continue at the discretion of the Government in accordance with the provisions of paragraph 14 of this BPA provided the prime contractor maintains a current GSA schedule that has been identified under the applicable domain. Any order issued prior to the expiration date of this BPA or the FSS contract (whichever is earlier) and not completed within that time shall be completed by the contractor within the time specified in the task order. The contractor is required to abide by the terms and conditions of this BPA until the conclusion of the task order performance period. The contractor shall not enter into a task order or respond to a solicitation in which the performance of such is based on an expired GSA schedule.

**(44) BPA TERMINATION**

This BPA may be terminated by the government at any time provided at least 30 days advance written notice is provided to the contractor. The contractor, with the written consent of the PCO, may terminate this BPA upon at least 30 days written notice. The parties agree that termination of the BPA does not constitute termination of any active task order issued prior to this the termination notice. Active task orders will be terminated in accordance with FAR 52.212-4.

**(45) AWARD TERM PROVISION**

During each year of performance, the quality of performance by each BPA team will be assessed to determine if it is in the best interest of the government to continue with the BPA relationship. Each BPA holder shall submit a Performance Review Report in accordance with A020 of Exhibit A, Contract Data Requirements List. Satisfactory compliance with stated metrics must be achieved to initiate award term provisions.

**(46) ANNUAL BPA ASSESSMENT (OPEN SEASON)**

The program will be reviewed annually to determine whether it would be appropriate to issue a solicitation for the purpose of adding additional BPA holders. If it is in the best interest of the Government, the PCO may conduct an open season competition to add additional BPA holders.

**(47) ORGANIZATIONAL CONFLICT OF INTEREST**

- a. The Government requires technical, programmatic, logistic, and/or business/analytical support services related to concept definition, development, production, fielding, operation, maintenance and training in support of various aviation and missile weapon systems and support equipment to be performed by the contractor under this BPA.
- b. The parties hereto recognize that performance of such services creates potential organizational conflicts of interest as addressed in Federal Acquisition Regulation (FAR) Subpart 9.5, Organizational and Consultant Conflicts of Interest. It is the intention of the parties that the contractor shall not engage in any contractual activities which could cause a conflict of interest with its position under this BPA which may impair its ability to render unbiased advice and recommendations or in which it may have an unfair competitive advantage as a result of the knowledge, information, and experience gained during the performance of this BPA.
- c. The contractor shall identify all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise as contractor, subcontractor, or consultant) relating to the work to be performed under the BPA and bearing on whether the offeror has a possible conflict of interest with respect to being able to render impartial, technically sound, and objective assistance or advice, or being given an unfair competitive advantage. In the absence of any such interest, the contractor shall submit a written statement which represents to the best of its knowledge and belief that it does not presently have any organizational conflict of interest which would diminish its capacity to give impartial, technically sound and objective assistance and advice or would result in a biased work product or may result in an unfair competitive advantage. A list of categories and representative examples of AMCOM/PEO missions covered by this BPA is set forth at Attachment 02. It is the contractor's responsibility to identify to the Government any contracts they possess for these systems as a prime contractor, as a subcontractor, or as a consultant with either the weapon system prime contractor or major subcontractor.
- d. Whenever, in the performance of this BPA, the contractor prepares, directly contributes to, participates in, or provides recommendations or advice related to the development of specifications, work statements, estimates, data or other information for hardware/software items, the contractor agrees that it shall not enter into any contract either as a prime, a subcontractor at any tier, or a consultant to furnish said items or components thereof during the life of this BPA or though the initial production contract, whichever is longer.
- e. The contractor also agrees that it shall not enter into any contract with the item supplier to provide any support, analysis or consulting services. This prohibition will apply through completion of the final task order issued under this BPA.
- f. During the performance of this BPA through completion of the final task order, the contractor, its subcontractors at any tier, and consultants are prohibited from analyzing, assessing, and/or making recommendations on any effort/documentation, hardware, software, or components which they produced in any capacity as a prime contractor, a subcontractor at any tier, or a consultant.
- g. The parties hereto recognize that during the course of this BPA there is a potential for changes in relationships to occur. Accordingly, the contractor agrees to adjust and take any and all measures deemed necessary to comply with this clause and FAR 9.5. The contractor agrees to immediately notify the Contracting Officer of changes in relationships and provide a description of the action the contractor has taken or proposes to take to avoid, eliminate or neutralize any conflicts of interest which may arise due to said changes.

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h. Use of other companies' proprietary data shall be necessary for contract performance. License rights to use this proprietary data shall be obtained either:

- (1) by the contractor directly from the owner of the proprietary data or,
- (2) by the Government through the use of a Specifically Negotiated License Rights Agreement.

When the contractor has entered into a direct license agreement with the owner of the proprietary data, the contractor agrees to provide a copy of the agreement to the Contracting Officer prior to receiving the proprietary data from the Government. The contractor further agrees that DFARS 252.227-7025(c) shall apply to all data provided to the contractor by the Government. If the Contracting Officer finds that said written agreement is not adequate, the Government has the right to withhold access to the proprietary data. Proprietary data subject to a Specifically Negotiated License Rights Agreement is subject to DFARS 252.227-7025 and will only be provided to the contractor after the contractor agrees with the terms and conditions of the Specifically Negotiated License Rights Agreement. Any data furnished by the Government containing trade secrets or commercial or financial data of other contractors shall be treated as proprietary data.

i. For the purpose of this clause, the term "contractor" means the contractor, including any company or entity of which it is a part (i.e., parent company), its subsidiaries, divisions, affiliates, any joint venture involving the contractor, and any entity which the contractor or any successor or assignee of the contractor uses as a prime contractor, subcontractor, or consultant to either the prime contractor or a subcontractor under this contract.

j. The provisions of this clause are fully applicable to all team members and subcontractors utilized by the contractor and this clause shall be included in all subcontracts, or other teaming arrangements the contractor enters into to support, either directly or indirectly, this contract.

k. No form of "business insulation" technique to avoid, evade or substitute for the restrictions set out herein shall be permitted except in the absolute discretion of the Government, the exercise of which shall not be subject to the Disputes Clause.

l. In the event the contractor breaches or violates any of the restrictions, disclosures or non-disclosures under this provision, the Government may terminate this BPA for default and pursue any other remedies as provided by law.

m. The contractor shall include in any response to a task order RFQ issued pursuant to this BPA, information concerning any work or contracts the contractor has been involved in during the past three (3) years, whether as a prime contractor, subcontractor, or consultant, relative to the categories and representative examples of AMCOM/PEO missions set forth at Attachment 02, in order to ensure that no task order will be issued to a contractor where such past work would create an actual or potential conflict of interest.

\*\*\* END OF NARRATIVE A 001 \*\*\*

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  <u>SERVICES LINE ITEM</u>  SECURITY CLASS: Unclassified		HR		\$ _____

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**Name of Offeror or Contractor:**

## PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

1	52.208-4700	REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUN/1997
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If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

(End of Clause)

## INSPECTION AND ACCEPTANCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

2	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
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## DELIVERIES OR PERFORMANCE

3	52.242-15	STOP-WORK ORDER	AUG/1989
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## Name of Offeror or Contractor:

## SPECIAL CONTRACT REQUIREMENTS

H-1 NOTE: FAR CLAUSE 52.230-2 COST ACCOUNTING STANDARDS ONLY APPLIES TO LARGE BUSINESSES

H-2 NOTE: FAR CLAUSE 52.227-12 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM) ONLY APPLIES TO LARGE BUSINESSES

\*\*\* END OF NARRATIVE H 001 \*\*\*

## CONTRACT CLAUSES

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

4		*** THIS REFERENCE (IF0007) IS NO LONGER VALID ***	
5	52.204-2	SECURITY REQUIREMENTS	AUG/1996
6	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS	JUL/1995
		DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	
7	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
8	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
9	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
10	52.224-2	PRIVACY ACT	APR/1984
11	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
12	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
13	52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
14	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
15	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
16	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
17	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN/2003
18	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
19	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
20	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
21	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
22	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
23	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
24	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
25	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) - ALTERNATE A	NOV/2003
26	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
27	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
28	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
29	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
30	252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	JUN/1998
31	252.227-7013	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS	NOV/1995
32	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
33	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
34	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE	JUN/1995
35	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
36	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
37	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
38	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
39	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
40	252.228-7001	GROUND AND FLIGHT RISK	SEP/1996
41	252.228-7003	CAPTURE AND DETENTION	DEC/1991
42	252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES	DEC/1991
43	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
44	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	JUN/2004

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this

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contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

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

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

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

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (If the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (Jun 2003) (Pub. L. 103-403, Section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (Mar 1999) of 52.219-5.

(iii) Alternate II (Jun 2003) of 52.219-5.

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

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6

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

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3));

(8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (Jun 2003) of 52.219-23

(11) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, Section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, Section 7102, and 10 U.S.C. 2323).

(13) 52.219-27, Notice of Total Service - Disabled Veteran-Owned Small Business Set-Aside (May 2004).

(14) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

(15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

(16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- \_\_\_\_\_ (19) 52.222-36, Affirmative Action for Workers With Disabilities (Jun 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- \_\_\_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962 (i)(2)(C)).
- \_\_\_\_\_ (22) 52.225-1, Buy American Act -- Supplies (Jun 2003) (41 U.S.C. 10a-10d).
- \_\_\_\_\_ (23)(i) 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub L. 108-77, 108-78).
- \_\_\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
- \_\_\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_\_\_ (24) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.O.S., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- \_\_\_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- \_\_\_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contract Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_\_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_\_\_ (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_\_\_ (34) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- \_\_\_\_\_ (ii) Alternate I (Apr 1984) of 52.247-64.

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

- \_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As amended (May 1989) (41 U.S.C. 351, et seq.)
- \_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)
- \_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

\_\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

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52.245-2

GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEV 99-00012)

MAY/2004

(a) Government-furnished property: (1) 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 any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(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

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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. 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.

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(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 paragraph (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 restock 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 --

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(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. --



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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

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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) The contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. 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 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.

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(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 paragraph (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 restock 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.

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(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

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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, delivery f.o.b. 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.

(1) 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)

47            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):

FAR Clauses:  
[www.arnet.gov/far](http://www.arnet.gov/far)

DFARS Clauses:  
[www.dtic.mil/dfars](http://www.dtic.mil/dfars)

Clause Deviations:  
[www.acq.osd.mil/dp/dars/classdev.html](http://www.acq.osd.mil/dp/dars/classdev.html)

(End of clause)

48            252.212-7001            CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR            JUN/2004  
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL  
ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included

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in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416)

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996) (15 U.S.C. 637)

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note.)

252.225-7001 Buy American Act and Balance of Payments Program (Apr 2003) (41 U.S.C. 10a-10d, E.O. 10582)

252.225-7012 Preference for Certain Domestic Commodities (May 2004) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (Apr 2003) (10 U.S.C. 2533a).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (Apr 2003) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Apr 2003) (\_\_\_ Alternate I) (Apr 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (Jan 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C. 2779)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755)

252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (Jan 2004) (\_\_\_ Alternate I) (Jan 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Apr 2003) (10 U.S.C. 2534(a)(3)).

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

252.227-7015 Technical Data - Commercial Items (Nov 1995) (10 U.S.C. 2320)

252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321)

252.232-7003 Electronic Submission of Payment Requests (Dec 2003) (10 U.S.C. 2227).

252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)

252.247-7023 Transportation of Supplies by Sea (May 2002) (\_\_\_ Alternate I) (Mar 2000) (\_\_\_ Alternate II) (Mar 2000) (10 U.S.C. 2631).

252.247-7023 Transportation of Supplies by Sea (May 2002) (\_\_\_ Alternate III) (May 2002) (\_\_\_ Alternate II) (Mar 2000) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items clause of this contract, (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (Apr 2003) (10 U.S.C. 2533a)

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\_\_\_\_\_ 252.247-7023 Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631)

\_\_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631)

(End of clause)

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## LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	EXHIBIT A, CONTRACT DATA REQUIREMENTS LIST (CDRLS)	01-JUN-2004	032	
Attachment 001	STATEMENT OF WORK	01-JUN-2004	022	
Attachment 002	REPRESENTATIVE EXAMPLES	01-JUN-2004	003	
Attachment 003	DD254	01-JUN-2004	008	
Attachment 004	TEAM FILE	01-JUN-2004	007	
Attachment 005	DELETED	01-JUN-2004	001	
Attachment 006	OCI CERTIFICATE	01-JUN-2004	002	
Attachment 007	PERFORMANCE CAPABILITY FORMAT	01-JUN-2004	002	
Attachment 008	RESUME FORMAT	01-JUN-2004	001	
Attachment 009	PERFORMANCE CAPABILITY TEAM FILE	01-JUN-2004	003	
Attachment 010	LABOR CATEGORY ALIGNMENT	01-JUN-2004	005	
Attachment 011	LABOR CATEGORY BASELINE MINIMUM REQUIREMENTS	01-JUN-2004	007	
Attachment 012	PAST PERFORMANCE QUESTIONNAIRE	01-JUN-2004	004	

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

49	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
50	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
51	52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (MAY 2004) - ALTERNATE I (APR 2002)	APR/2002

(a) Definitions. As used in this provision:

Emerging small business means a small business concern, whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service --

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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 size standards in this solicitation.

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 its stock is owned by one or more women; and

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

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

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with

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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 Internal Revenue Service (IRS).

(2) 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.

(3) 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;

(4) 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 \_\_\_\_\_

(5) Common Parent.

\_\_\_\_ Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it \_\_\_\_ is, \_\_\_\_ is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_\_ is, \_\_\_\_ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it \_\_\_\_ is, \_\_\_\_ is

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not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it \_\_\_\_\_ is, \_\_\_\_\_ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it is \_\_\_\_\_ a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

<u>Number of Employees</u>		<u>Average Annual Gross Revenue</u>	
_____	50 or fewer	_____	\$1 million or less
_____	51 - 100	_____	\$1,000,001 - \$2 million
_____	101 - 250	_____	\$2,000,001 - \$3.5 million
_____	251 - 500	_____	\$3,500,001 - \$5 million
_____	501 - 750	_____	\$5,000,001 - \$10 million
_____	751 - 1,000	_____	\$01,000,001 - \$17 million
_____	over 1,000	_____	over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either --

(A) It \_\_\_\_\_ is, \_\_\_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification and, where the concern is owned by one or more individuals claiming disadvantaged status, 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); or

(B) It \_\_\_\_\_ has, \_\_\_\_\_ has not 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

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application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) 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: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or 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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) 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 or 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.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous Contracts and Compliance. The offeror represents that --

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

(ii) It \_\_\_\_\_ has, \_\_\_\_\_ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

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

(ii) It \_\_\_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the

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rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) clause 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies the the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

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(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

Canadian End Products

Line Item No.: \_\_\_\_\_

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) \_\_\_ Are, \_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts

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by any Federal agency; and

(2) \_\_\_ 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 Federal, state or local government 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

(3) \_\_\_ Are, \_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126) (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed end products.

Listed End Product

-1-

Listed Countries of Origin

-2-

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS NOV/1995  
(a) Definitions.

As used in this clause --

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it --

(1) Does not comply with the Secondary Arab Boycott of Israel; and

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(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) 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.

(2) 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.

(3) 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 Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

53	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (DO RATING)	SEP/1990
54	52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	JAN/2004
55	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
56	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12L	DEC/2003

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained --

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the:

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094

Telephone (215) 697-2179  
Facsimile (215) 697-1462.

(End of provision)

57	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
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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

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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 these addresses:

FAR Clauses:

www.arnet.gov/far

DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

www.acq.osd.mil/dp/dars/classdev.html

(End of provision)

58

52.233-4703

AMC-LEVEL PROTEST PROGRAM (USAAMCOM)

MAY/2004

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

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Rd, Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527.

Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command  
Office of Command counsel  
Room 2-1SE3401  
1412 Jackson Loop  
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/bidprotest.html](http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html)

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

(End of Provision)

## I. INSTRUCTIONS, CONDITIONS, AND NOTICES

## 1. SIZE STANDARD

Respondents may submit multiple schedules per domain in response to RFI. However, a primary schedule that will be used by the prime/team leader to satisfy the preponderance of the domain requirements must be identified.

a. If a MOBIS or LOGWORLD is identified as the primary schedule, the NAICS Code and business standard size assigned to the respondent's schedule by GSA will apply.

b. If PES is identified as the primary schedule, NAICS Code 541330 and a size standard of \$23M, will apply.

c. If IT is identified as the primary schedule, NAICS Code 541511/541512/541513 and a size standard of \$21M will apply.

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d. If the consolidated products and services schedule is identified as the primary schedule, the primary special item number covered by this schedule (PES, MOBIS, LOGWORLD, or IT) that will be used to satisfy the preponderance of domain requirements must also be identified. The NAICS and size standard for the primary special item number, as identified above, will then apply.

**2. Instructions for Quotation Preparation and Submittal**

a. Each BPA Team must submit a written quotation. The BPA Team is urged to examine this RFQ in its entirety and to assure that necessary information and required documentation is complete in all respects. Evaluation of quotations will be based only on the actual material presented.

b. BPA Teams are cautioned that 'parrotting' of the functional requirements with a statement of intent to perform does not reveal understanding of the requirement or the capability to perform it. The inclusion of 'filler' material from previous proposals or commercial application shall be avoided unless it has a direct application to the objective of this RFQ. The quotation should demonstrate that the BPA Team can perform at an acceptable level of risk.

c. Each volume shall stand alone on its own merits without reference to any other volume. The format of each volume shall be structured by section and tabbed as stated below. Quotations shall be UNCLASSIFIED, specific, complete and concise.

d. For purposes of this RFQ, quotations shall be prepared using "Arial" or "Times New Roman" 12-point font style on 8½ x 11 inch white paper. Tables and illustrations may use a reduced font style, not less than 8-point. Foldouts are not allowed. Margins shall be one (1) inch on all sides. All material submitted may be single-spaced. Each page must provide identification of the submitting BPA Team in the header or footer. Page count for the proposal shall comply as follows:

- Volume 1 - General Proposal Information - no page limitation
- Volume 2 - Business and Performance Capabilities - NTE 65 pages
- Volume 3 - Pricing Structure -.no page limitation
- Volume 4 - Past Performance - NTE 10 pages

e. Quotations shall be bound using three ring binders that allow for the insertion of replacement pages. Blank dividers/ tab separators, covers, title pages and table of contents are not counted in the page limitation.

f. Electronic submissions shall consist of two CD-ROMs for each volume. Each CD-ROM shall have an external label indicating (1) the name of the BPA Team, (2) the Domain and (3) the applicable proposal volume (i.e. Volume 1, General Proposal Information). The CD-ROM shall be readable on an IBM or compatible PC and be compatible with Microsoft Office 2000 suite of software. Print image files or files containing only values are not acceptable. All files shall be set with read-only attribute (not password protected), and shall be delivered with write protection.

g. The quotation shall be enclosed in a sealed package and delivered to the following location no later than the date specified in Block 10 of the SF18. Please note that close of business is 3:00 p.m. (CDST).

U.S. Army Aviation & Missile Command  
Attn: Ms. Brenda Showalter  
Sparkman Center, Building 5303  
Redstone Arsenal, AL 35898  
(256) 876-7321

h. Offerors are advised that quotations sent by conventional US Mail service, or courier services (Federal Express and UPS) are not routed directly to the above address. Therefore, there is a possibility that a quotation will not comply with the stated closing date/time, and in such case the quotation will be considered a "late submission."

i. The overall proposal shall consist of four physically separated and detachable volumes in the following quantities:

- |   |   |
|---|---|
| (1) General Information                   | Original and 3 paper copies/2 electronic copies |
| (2) Business and Performance Capabilities | Original and 5 paper copies/2 electronic copies |
| (3) Pricing Structure                     | Original and 2 paper copies/2 electronic copies |
| (4) Past Performance                      | Original and 3 paper copies/2 electronic copies |

j. Volume 1, General Proposal Information: Volume 1 shall contain the letter of transmittal and the signed original RFQ duly executed by an official authorized to bind the prime/team leader. The letter of transmittal shall identify the business size classification of the prime/team leader based on its primary schedule and applicable NAICS code. Any exceptions or deviations taken to the RFQ shall be included in the transmittal letter. Provide the Request for Quotation (RFQ) Standard Form 18, and all RFQ pages, with all applicable information completed, including blocks 12 through 14, page 2, and all certifications, representations, and acknowledgments.

k. Volume 2, Business and Performance Capabilities:

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(i) Section I, Performance Capability.

Tab A: In the format set forth in Attachment 7 (not included in page count), provide examples of the BPA Team's experience related to the requirements of the statement of work and categories of supported systems and equipment (Attachment 2). The number of examples shall not exceed 3 examples per SOW paragraph (SOW Paragraphs 3.1-3.16). For performance under a Blanket Purchase Agreement, Basic Ordering Agreement or an indefinite delivery type contract, list individual task orders, as well as the basic contract instrument. For task orders/contracts in progress, summarize only that portion of performance already billed, not eventual scope. Attachment 7 data may include work performed in both prime contractor/team leader and team member/subcontractor roles. Attachment 7 data may represent performance of any combination of the prime/team leader, team members and subcontractors.

Tab B: Provide a description of the BPA Team's approach for fulfilling the requirements of the statement of work to include the use of team members and subcontractors. Using only examples from Attachment 7, describe the BPA Team's significant experience as it relates to each of the requirements identified in the SOW. The experience description is limited to 24 pages, consisting of approximately one half page per experience example.

Tab C. Provide a resume for up to 5 prime contractor/team leader, team member or subcontractor key personnel reflecting senior level expertise directly related to the SOW requirements. Resumes shall be limited to two pages, utilizing the format in Attachment 8. Key personnel resumes are included in page count (up to 10 pages). In order for resumes of persons not currently in the employ of the applicable BPA Team participant to be considered, a Statement of Commitment (see Attachment 8 format) signed by the individual must be included on the resume. Provide a team file that contains the following information for the Prime/Team Leader and all Team Members: applicable GSA Schedule Numbers, current GSA schedule labor categories, minimum education and minimum experience qualification, labor category descriptions, and identify all key team members. Exceptions to the minimum education and experience qualifications must be clearly identified. Key team members are defined as team members that are anticipated to perform at least 15% of all task order requirements. The required format is provided in Attachment 9 and must be submitted in MS Excel worksheets (not included in page count).

(ii.) Section II, Teaming and Business Arrangements.

Tab A: Describe the BPA team structure and the management/administrative organization and processes to be utilized by the BPA Team. Clearly describe the management approach to be applied to include the plan to organize, direct and control the efforts to be performed. Describe the roles and responsibilities of the prime contractor/team leader, team members and subcontractors as they relate to task order competitions, team coordination, communication, management control, security compliance and reporting. In describing the team organization, include: (a) the responsibilities, lines of authority, and span of control (to include identification of a primary liaison); (b) the relationship among the prime contractor/team leader, team members and subcontractors and the process for responding to and performing individual task orders; (c) the flow of information among the organization/team; and (d) the interface and communication between the team, Government requiring and acquisition personnel, and external organizations.

Tab B: Provide a representative teaming arrangement for (1) team members and (2) subcontractors (not included in page count).

Tab C: Describe the process for managing and addressing potential Organizational Conflicts of Interest, including a credible and concrete mechanism for identifying, avoiding, neutralizing, or mitigating actual or potential conflicts. Describe concisely all relevant facts concerning any past, present, or planned interests relating to the work to be performed and bearing on whether the prime/team leader, or any proposed team member or subcontractor, may have a potential organizational conflict of interest. In the event a potential conflict is raised, provide relevant information addressing how the perceived conflict could be mitigated or neutralized.

(iii.) Section III, Socio-Economic Benefits.

Describe the small business status of the prime/team leader. Describe the proposed socio-economic benefits to the Command including (1) a proposed percentage goal (based on a percentage of obligated dollars) for direct small business awards and (2) a proposed percentage goal (based on a percentage of obligated dollars) for small business subcontracts. Provide a break-out of each proposed goal for: small businesses, small disadvantaged businesses, (including 8(a)s), Woman Owned Small Businesses (WOSBs), Service Disabled Veteran Owned Businesses (SDVOSB), and HubZone small businesses. Address any applicable commitments or initiatives that will ensure utilization of small, small disadvantaged businesses (including 8(a)s), Woman Owned Small Businesses (WOSBs), Veteran Owned Small Businesses, Service Disabled Veteran Owned Small Businesses (SDVOSB), and HubZone small businesses.

h. Volume 3, Pricing Structure.

Tab A: Utilizing the format in Attachment 4, provide all applicable labor categories, descriptions, and rates for the Prime Contractor/Team Leader and all Team Members. For all labor categories included in each schedule identified in Attachment 9, enter the GSA FSS rate for the Prime Contractor/Team Leader and all Team Members and, if discounting at the BPA level, the proposed BPA rate. A separate worksheet must be completed for the prime contractor/team leader and each team member. For all subcontractors available on

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the BPA Team, enter a subcontractor listing on a separate worksheet.

Tab B: Utilizing the format in Attachment 10, the BPA Team shall map the relevant GSA schedule labor categories listed on the proposed prime contractor/team leader and key team member's schedules into the Labor Category Baseline. At a minimum, the relevant labor categories from the identified primary schedule shall be mapped into the Labor Category Baseline. Relevant labor categories from the secondary schedules may be mapped in accordance with the proposed approach to performing the SOW requirements. For each labor category listed on the Labor Category Baseline, enter the corresponding GSA labor categories, Calendar Year GSA FSS rate(s) and the Calendar Year 2005 BPA rate(s) for the prime/team leader and each key team member. The GSA labor categories should not be mapped to multiple baseline categories, but to the single most appropriate baseline category. The rates in Attachment 10 must be consistent with rates provided in Attachment 4. A separate sheet within the EXCEL spreadsheet must be completed for the prime/team leader and each key team member identified in Attachment 9. The Labor Category Baseline minimum education and experience requirements are provided as Attachment 11. GSA labor categories must meet the minimum education and experience requirements for the Labor Category Baseline to which they are mapped. If a GSA labor category has multiple education/experience criteria, as a minimum, it must meet at least one of the baseline requirements to be mapped to that baseline category. This baseline is to aid in evaluation and is in no way to be construed as an all-inclusive listing for purposes of actually fulfilling task order requirements.

1. Volume 4, Past Performance.

BPA Prime/Team Leaders shall submit a description of up to five (5) contracts/task orders, on which the prime/team leader was the prime contractor, performed within five years from the issue date of this RFQ. These task orders/contracts shall be selected from the listing provided in (Attachment 7). Selections of task orders shall be from different contracts, if possible. The description shall include the following information:

- (i.) CAGE and DUNS numbers
- (ii.) Government contracting activity, address, telephone/facsimile number
- (iii.) Government procuring Contracting Officer's name and telephone/facsimile number
- (iv.) Government technical representative/COR and telephone/facsimile number
- (v.) Government Contracting Administration activity, and the name and telephone/facsimile number of the Administrative Contracting Officer (ACO)
- (vi.) Contract number
- (vii.) Contract type
- (viii.) Awarded price/cost
- (ix.) Final or projected final price/cost
- (x.) Performance Period
- (xi) If applicable, specify the percentage of proposed subcontracting goals and actual subcontracting achieved for each of the following categories: small businesses, small disadvantaged businesses (including 8(a)s), Woman Owned Small Businesses (WOSBs), Service Disabled Veteran Owned Businesses (SDVOSB), and HubZone small businesses.
- (xii.) For award fee type contracts, specify the percentage of available award fee earned.
- (xiii.) A narrative statement describing how the work is similar to the SOW requirement. Affirmation that the product provided to the government was accepted, was within negotiated costs, and was delivered in accordance with the delivery schedule, or, an explanation if not. Any known problems and the corrective actions taken should be addressed.
- (xiv.) Provide the above information for all contracts terminated in whole or in part for default during the past five years; including those currently in the process of termination for default and those which are not similar to the AMCOM EXPRESS SOW. Provide the reason for the termination.

In an effort to expedite evaluation of the past performance area, each BPA Prime/Team Leader is required to forward a Past Performance Questionnaire Form and Cover Letter (Attachment 12) to each contractual reference submitted, including each Procuring Contracting Officer (PCO), Contracting Officer's Representative (COR)/Technical Monitor(TM) and Administrative Contracting Officer (ACO). It is recommended that the Questionnaire and Cover Letter be forwarded to each respondent not later than 15 days prior to the response date for this RFQ. The BPA Prime/Team Leader is not to fill in the form (other than pertinent identification information) or obtain a copy of the completed form from the respondent.

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Both independently obtained data and data provided in the quotations may be used to evaluate past performance. All data provided on Government contracts may be subject to verification. A significant achievement, problem, or lack of relevant data in any area of evaluation can become an important consideration in the Source Selection Process. While the Government may elect to consider data obtained from other sources, the burden of providing adequate data to determine performance risk rests with the BPA Prime/Team Leader. The Government does not assume the duty to search for data to cure problems it finds in proposals. Proposals that do not contain the required information risk rejection by the Government. In the event that a source other than the proposal submission provides the Government with derogatory past performance information, the BPA Prime/Team Leader will be given the opportunity to rebut or corroborate such information.

**II. RFQ EVALUATION CRITERIA**

**A. Basis for BPA Awards**

BPA Awards will be made to those BPA Teams demonstrating the best overall capabilities and value to the government based upon the evaluation criteria. BPA awards may be made to other than the lowest priced BPA Teams.

**B. Areas of Evaluation**

Quotations will be evaluated in the following areas:

- (1) Performance Capability
- (2) Teaming and Business Arrangements
- (3) Socio-Economic Benefits
- (4) Pricing Structure
- (5) Past Performance

**C. Relative Importance of Evaluation Criteria:**

(1) Performance Capability is the most important evaluation criteria and is slightly more important than (2) Teaming and Business Arrangements and (3) Socio-Economic Benefits. (2) Teaming and Business Arrangements and (3) Socio-Economic Benefits are approximately equal in importance and each is slightly more important than (4) Pricing Structure. (4) Pricing Structure is more important than (5) Past Performance which is the least important criteria. (1) Performance Capability, (2) Teaming and Business Arrangements, (3) Socio-Economic Benefits, and (5) Past Performance combined are significantly more important than (4) Pricing Structure.

**D. Evaluation Approach:**

- (i) The Government intends to award a minimum of three BPAs to responsible BPA teams whose quotations are considered most advantageous to the government, within the Logistics Domain. The number of additional BPAs awarded, if any, will be based upon the number and quality of quotations received as well as consideration of the overall combination of capabilities and socio-economic benefits that will be available to the Government.
- (ii) The Logistics Domain is open to both large and small business primes/team leaders; however, the preponderance of BPA awards are reserved for small business primes/team leaders. For example, if three BPAs are awarded, the selection would consist of one full and open award and two small business reserved awards. Proposals will be considered in all size categories for which the prime/team leader is qualified (i.e. a small business will be considered for the full and open and the small business reserved awards). The full-and-open award(s) will be determined first, followed by the small business reserved awards. Please note that the government has not formally "set-aside" the small business awards under procedures set forth in FAR Subpart 19.5.
- (iii) An inherent consideration during the evaluation of each area shall be the risk associated with the quotation for satisfying the Government's requirement. Risk is integral to each of the evaluation areas.
- (iv) The Government intends to award BPAs without discussions. The Government may choose not to afford BPA Teams an opportunity to revise or modify their proposals before award. Each BPA Team should submit its best quotation in the initial response to this RFQ.

**E. EVALUATION AREA 1: Performance Capability**

The Government will evaluate the BPA Team's performance approach and capabilities as evidenced by the depth and breadth of the BPA Team's experience in the individual requirements of the SOW (Attachment 1, Paragraphs 3.1-3.16) and in the categories of supported systems and equipment listed in Attachment 2. The government will evaluate the BPA Team's understanding of the breadth and quality of AMCOM EXPRESS personnel requirements as reflected by (1) identified key personnel and by (2) the labor categories available on the proposed GSA schedules and the associated minimum personnel qualifications.

**F. EVALUATION AREA 2: Teaming and Business Arrangements**

The Government will evaluate the BPA team's overall ability to successfully perform the entire range of management and administrative

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activities in a manner that assures high quality and cost effective performance. Such activities include task order competition, team processes, communication (within the team and with government points of contact), management controls, security compliance, and reporting. The evaluation will focus on the completeness, thoroughness and viability of the proposed teaming and business arrangements, including the delineation of the roles and responsibilities of the prime contractor/team leader, team members, and subcontractors. The Government will evaluate the BPA team's approach to managing and addressing potential organizational conflicts of interest.

**G. EVALUATION AREA 3: Socio-Economic Benefits**

The Government will evaluate the extent of the BPA Team's commitment to support various socio-economic programs including participation by small businesses (including Veteran-Owned Small Businesses), small disadvantaged businesses [including 8(a)], woman-owned small businesses, service disabled veteran owned small businesses and HubZone small businesses. The evaluation will consider the small business status of the prime/team leader, proposed percentage goals for direct awards to small business team members and proposed percentage goals for small business subcontracts.

**H. EVALUATION AREA 4: Pricing Structure**

The government will evaluate the BPA Team's overall ability to support task order requirements with highly qualified personnel as evidenced by the BPA Team's GSA schedule pricing structure. The evaluation will consist of a risk analysis including a comparison to historical averages adjusted for anticipated future changes in market conditions. The risk analysis will consider price realism and reasonableness as an indicator of the risk associated with the BPA team's understanding of the requirements of the Statement of Work. Pricing structures considered too low to support anticipated task order requirements with highly qualified personnel may receive a higher risk rating due to increased risk.

**I. EVALUATION AREA 5: Past Performance**

A performance risk assessment will be conducted by a performance risk assessment group (PRAG). The quality of relevant past performance, type of contractual arrangement and dollar value will be considered in assessing performance risk. Particular emphasis will be placed on past performance demonstrating: past management of large, diverse, task-oriented contracts or agreements; past management of contracts involving a significant amount of teaming and subcontracting; past management of contracts where flexibility was demonstrated to meet requirements in a dynamic environment; and past performance in meeting small and small disadvantaged business subcontracting goals. Absent any past or current performance history within the past five years on the same or similar efforts, the proposal rating will be considered neutral and the proposal will neither be evaluated favorably or unfavorably in the area of past performance. In conducting the performance risk assessment, the government may use data provided in the proposal and data obtained from other sources, including data in government files or data obtained through interviews with, or written questionnaires from, government personnel familiar with the contractor and its past and current performance under government contracts for similar services. Data used in conducting performance risk assessments shall not extend past five years from the issue date of this RFQ, but may include data on efforts performed during the past five years without regard to the contract award date.

\*\*\* END OF NARRATIVE L 001 \*\*\*