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SOLICITATION OF AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

2. CONTRACT NO. _____ 3. SOLICITATION NO. 2003-K-0004

4. TYPE OF SOLICITATION
 SEALED BID (IFB)
 NEGOTIATED (RFP)

5. DATE ISSUED 10 April 2003

6. REQUISITION/PURCHASE NO. _____

7. ISSUED BY
 ACA
 12310 Sunrise Valley Drive MS P-65
 Reston, VA 20165

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

9. Sealed offers in original and See Section L copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if handcarried, located in Section L, until noon local time 28 May 2003.
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all forms and Conditions contained in this solicitation.

10. FOR INFORMATION CALL

A. NAME Jean Appel

B. TELEPHONE (NO COLLECT CALLS) 703-755-5341

C. E-MAIL ADDRESS

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted with _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section 1, Clause No. 52.232-8)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR

15B. TELEPHONE NO. (Include area code)

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by the Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304(c)) 41 U.S.C. 253(c))

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA
 (Signature of Contracting Officer)

28. AWARD DATE

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

AUTHORIZED FOR LOCAL REPRODUCTION
 PREVIOUS EDITION IS USABLE

APPROVED FOR RELEASE
 DATE: 15-Apr-2010

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

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 152.215-707 Scope of Contract (Cost-Reimbursement/Award Fee/Award Term Option, with a Statement of Work) (Modified) (APR 1984)

The Contractor shall, in accordance with the terms and conditions set forth hereafter, furnish the necessary qualified personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) and do all things necessary and incident to completion of the contractual effort in accordance with the Section C, Statement of Work (SOW) and Task Orders.

B.2 152.216-703 Type of Contract and Consideration (CPAF/AT) (Modified) (SEP 2001)

This is a Cost-Plus-Award Fee/Award Term Option (CPAF/AT) level of effort type contract, as described under Federal Acquisition Regulation (FAR) 16.405-1 and 16.405-2, in the total estimated amounts set forth below for the period of performance through FY **TBD**:

CLIN 0001 - Base Period

(a) Estimated Cost:	\$[]
(b) Travel	\$1,000,000
(c) Base Fee:	\$ 0
(d) Award Fee:	\$[]
(e) Total Estimated CPAF:	\$[]
(f) Hours	_____

CLIN 0002 - Ad Hoc - Base Period

(a) Estimated Cost:	\$[]
(b) Travel	\$ 0
(c) Base Fee:	\$ 0
(d) Award Fee:	\$[]
(e) Total Estimated CPAF:	\$[]
(f) Hours	_____

CLIN 0003 - First Award Term Option Period

(a) Estimated Cost: \$[]
 (b) Travel \$1,000,000
 (c) Base Fee: \$ 0
 (d) Award Fee: \$[]
 (e) Total Estimated CPAF: \$[]
 (f) Hours _____

CLIN 0004 - AdHoc Support for First Award Term Option

(a) Estimated Cost: \$[]
 (b) Travel \$ 0
 (c) Base Fee: \$ 0
 (d) Award Fee: \$[]
 (e) Total Estimated CPAF: \$[]
 (f) Hours _____

CLIN 0005 - Second Award Term Option

(a) Estimated Cost: \$[]
 (b) Travel \$1,000,000
 (c) Base Fee: \$(0)
 (d) Award Fee: \$[]
 (e) Total Estimated CPAF: \$[]
 (f) Hours _____

CLIN 0006 - Ad Hoc for Second Award Term Option

(a) Estimated Cost: \$[]
 (b) Travel \$ 0
 (c) Base Fee: \$ 0
 (d) Award Fee: \$[]
 (e) Total Estimated CPAF: \$[]
 (f) Hours _____

CLIN 0007 - Third Award Term Option

(a) Estimated Cost:	\$[]
(b) Travel	\$1,000,000
(c) Base Fee:	\$ 0
(d) Award Fee:	\$[]
(e) Total Estimated CPAF:	\$[]
(f) Hours	_____

CLIN 0008 - AdHoc Support for Third Award Term Option

(a) Estimated Cost:	\$[]
(b) Travel	\$ 0
(c) Base Fee:	\$ 0
(d) Award Fee:	\$[]
(e) Total Estimated CPAF:	\$[]
(f) Hours	_____

CLIN 0009 - Fourth Award Term Period

(a) Estimated Cost:	\$[]
(b) Travel	\$1,000,000
(c) Base Fee:	\$ 0
(d) Award Fee:	\$[]
(e) Total Estimated CPAF:	\$[]
(f) Hours	_____

CLIN 0010 - Ad Hoc - Fourth Award Term Period

(a) Estimated Cost:	\$[]
(b) Travel	\$ 0
(c) Base Fee:	\$ 0
(d) Award Fee:	\$[]
(e) Total Estimated CPAF:	\$[]
(f) Hours	_____

B.3 152.216-720 Estimated Cost and Consideration (CPAF/AT) (AUG 1996)

(a) It is estimated that the total cost of this contract will not exceed \$[**TBD**], exclusive of the Contractor's fee, and the work will be completed on or before **FY TBD**, but neither the Government nor the Contractor guarantees the accuracy of these estimates.

(b) As consideration for its undertakings under this contract, the Contractor shall receive the following:

(1) Extension of the base period of performance as set forth in the Award Term Plan under Attachment 2 of this contract.

(2) Reimbursement of cost in accordance with the contract clause entitled, "Allowable Cost and Payment."

(3) A maximum possible Fee (Award) in the amount of \$[**TBD**], which together with the reimbursement(s) provided for under "Allowable Cost and Payment" shall constitute complete compensation for the Contractor's services or performance in connection with this contract, subject to the withholding provision under this contract.

(4) The estimated cost and award fee is predicated upon the Contractor furnishing the total effort specified under this contract. In the event that the total effort is not provided, as specified, the fee may be adjusted accordingly.

(5) Award Fee shall be available for consideration of payment under the terms of the "Award Fee Provisions" set forth under Attachment 3 of this contract. The availability of maximum Award Fee dollars, with respect to the evaluation periods is as follows:

No.	Period	Available	Award Fee Earned
(0001)	()	\$[]	\$[]
(0002)	()	\$[]	\$[]
(0003)	()	\$[]	\$[]
(0004)	()	\$[]	\$[]
(0005)	()	\$()	\$()
(0006)	()	\$[]	\$[]
(0007)	()	\$[]	\$[]
(0008)	()	\$[]	\$[]
(0009)	()	\$[]	\$[]
(0010)	()	\$()	\$()
	TOTAL:	\$[]	\$[]

B.4 152.216-725 Incorporation of Award, Schedule, Performance and Cost Incentives (APR 1990)

The parties hereto agree that the fee payable under this contract shall be established by applying award, performance, schedule and cost incentives (both positive and negative) in accordance with the award fee schedule attached hereto and made a part hereof.

B.5 152.232-703 Limitation of Funding (AUG 1996)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The period of performance estimated to be covered by the allotted amount is set forth below.

CLIN 0001	Allotted: [	]	Period: []
CLIN 0002	Allotted: [	]	Period: []
CLIN 0003	Allotted: [	]	Period: []
CLIN 0004	Allotted: [	]	Period: []
CLIN 0005	Allotted: (	)	Period: ()
CLIN 0006	Allotted: [	]	Period: []
CLIN 0007	Allotted: [	]	Period: []
CLIN 0008	Allotted: [	]	Period: []
CLIN 0009	Allotted: [	]	Period: []
CLIN 0010	Allotted: (	)	Period: ()

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 152.211-701 Statement of Work (AUG 1996)**

The Sponsor's Statement of Work entitled Enterprise Engineering dated 9 April 2003, which is incorporated by reference, or attached hereto, and made a part of this contract.

SECTION D - PACKAGING AND MARKING**D.1 152.247-701 Identification and Marking of Shipments (AUG 1996)****(a) General:**

It is an express condition of this contract that the Contractor will make no reference of any nature to the purchaser in connection with the shipment of materials or the shipping documents pertaining to this contract. This includes, but is not limited to the items being furnished, instruction books, blueprints, manuals, packing lists, instruction plates or identification plates. There shall be no reference to the purchaser on or in any shipping container, shipping documents or billing documents.

(b) Bills of Lading:

The Bill of Lading shall show the consignee as cited on Schedule "A" of the contract.

(c) Exterior Markings:

(1) No stenciling shall be applied to the shipping container except for the following:

(i) Weight, dimensions, and cubic content of container.

(ii) Caution markings for handling purposes, such as: "DELICATE INSTRUMENT," "THIS SIDE UP," "FRAGILE," and "CENTER OF BALANCE" (on large items), etc.

(2) The consignee address as given above in paragraph (b) shall be marked on a shipping tag or label that shall be securely fixed on the container by use of a waterproof adhesive or stapled to the container. Such markings shall be protected by a coat of transparent water-repellent material.

(3) Container Numbering:

(i) Each exterior container shall bear a number relative to the total number of containers in the shipment, e.g., PKG. 1 of 5.

(ii) Set marking - where an equipment item constitutes a set, and is packed and shipped unassembled in two or more separate pieces, each container shall be marked with the set or assembly number, the number of the container relative to the number of containers comprising the complete set, and the total number of containers in the particular set or assembly, together with a brief description of the component part contained therein. Thus, a box containing a control panel which is the third container of a group of four making up set number two would require the following special markings: Set No. 2, Package 3 of 4, Control Panel.

(iii) Container numbering shall not be stenciled on the containers but shall be applied by tag or label as described in paragraph (c)(2).

(d) Interior Markings:

(1) No markings shall be applied on any interior packaging material or container that would identify the purchaser.

(2) Each primary wrapper, envelope, bag, folding carton or other packaging material enclosing each assembly, part or group of similar parts shall be marked so that it may be readily identified against the packaging list. Each secondary and all other overwrap material shall be marked as to the contents enclosed in the package. The markings shall include the following:

(i) One of the following headings:

(A) Part of the Basic Unit (removed to facilitate packing)

(B) Operating Spare Parts

(C) Base Spare Parts

(D) Tools

(E) Service Equipment

(F) Other category indicated in the contract.

(ii) Brief nomenclature

(iii) Quantity

Items that are not enclosed in a wrapper or carton shall be identified with a tag that includes the above information.

(e) Packing Lists:

A master packing list shall accompany each shipment or be forwarded under separate cover so that it reaches the consignee prior to the receipt of the shipment. The master packing list shall include:

(1) Name and address of consignor

(2) Name and address of consignee as in paragraph (b) above

(3) Contract or Purchase Order Number

(4) Government Bill of Lading Number covering the shipment, if any

(5) Items being shipped shall be listed as required under one or more of the headings listed in paragraph (d)(2)(i) above

(6) Stock and item number

(7) Nomenclature of item

(8) Quantity of each item

(9) Location of each item by container number and set number when applicable

(10) Any data specifically required to be included on the packing list, by the terms of the contract.

(f) Unassembled Items:

(1) Identification of connection components. When it is necessary to remove components to facilitate packing, all connecting wires, conduits, leads and other objects disconnected shall be tagged in such a manner so as to readily identify lines of the various components.

(2) Shipping bolts, collars, etc. All objects that are attached to assemblies for packing purposes that require removal before the item can be put in operation, shall be labeled accordingly in a conspicuous manner.

D.2 152.247-703 Additional Packaging and Marking Instructions (AUG 1996)

(a) Packing and shipment will be the responsibility of the Contractor and is included in the contract price.

(b) The Contractor will clearly mark both the external shipping container and shipping invoice with the status of the item being shipped to the Government (i.e., "First Article," "prototype/exemplar", or "production

deliverable"). In addition, the carton shall also be marked with the Document Control Number (DCN) and Contract Number.

(c) The exemplar shall be returned in working condition to the Government with the delivery of the production First Article. If needed, the accepted First Article will be returned to the Contractor.

(d) The contract price includes the return shipment costs incurred when returning the Government supplied prototype/exemplar.

D.3152.247-706 Packaging and Marking Instructions (AUG 1990)

Packing and packaging shall be in accordance with those specifications and/or statement of work indicated under Sections C and J of this contract. In the event such are not applicable, packing and packaging shall be in accordance with standard commercial practice for domestic shipment, as set forth in the Uniform Freight Classification for commercial practice, to assure arrival at destination in serviceable condition. Exterior of the container(s) shall bear the item numbers, and (consignee) address, order/contract number, and consignor address.

D.4152.247-706 Packaging and Marking Instructions - Alternate I (JUN 2002)

The shipping indicator (mark for number) must appear on all boxes and packing lists. The packing lists shall be affixed conspicuously on the outside of all boxes, or transmitted by hand at time of delivery. Failure to follow the packing and packaging instructions, as well as the identification and marking instructions (including marking all boxes with the mark for number), shall be considered noncompliance with this contract/order; packages may be rejected and returned to the contractor, at the contractor's expense. Compliance with these instructions will aid in the receipt and acceptance of deliverable items, and facilitate the payment of invoices.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

E.2 52.246-3 Inspection of Supplies - Cost-Reimbursement. MAY 2001

E.3 52.246-5 Inspection of Services - Cost-Reimbursement. APR 1984

E.4 152.215-718 Testing Related to Electronic Communication Equipment (APR 1984)

The Contractor understands and agrees that any testing plan or activity related to electronic communications equipment developed, produced, or used under this contract will require approval of the Contracting Officer to ensure compliance with provisions of Executive Order 12333 and Attorney General-approved implementing procedures. If such testing is contemplated under this contract, Contractor must communicate with the Contracting Officer or a designated customer representative as early as possible for specific information and guidance concerning approved Executive Order procedures. Prior to receipt of approval, the Contractor will not engage in any such testing which may, in any way, involve the collection of the contents of nonpublic communications of individuals without their consent.

E.5 152.246-702 Inspection and Acceptance at Destination (General) (APR 1990)

Final inspection and acceptance of work accomplished, services provided and/or items produced or deliverable under this contract shall be performed at destination by cognizant Government personnel.

E.6 152.246-703 Inspection and Acceptance Test Procedures (APR 1984)

The inspection or acceptance of work accomplished and/or items produced or deliverable under this contract shall be performed in accordance with the procedures and prerequisites established under the Inspection and Acceptance Test Procedures developed by the Contractor and approved by the Government for application under the contract provision entitled "Inspection and Acceptance."

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

F.2 52.242-15 Stop-Work Order. AUG 1989

F.3 52.242-17 Government Delay of Work. APR 1984

F.4 152.211-704 Late Delivery (AUG 1996)

When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, it shall immediately notify the Contracting Office in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or any rights or remedies provided by law or under this contract.

F.5 152.211-705 Period of Performance (AUG 1996)

At a minimum, the period of performance of this contract shall begin at date of award. At a maximum, the period of performance of this contract shall be from Award of Contract to July 21 2013 (depending on Award Term Option Plan). The base period shall be approximately two years with any additional option periods in accordance with the Award Term Option Plan.

F.6 152.211-707 Place of Performance (AUG 1996)

The principal place of performance under this contract shall be the Contractor's facility located at TBD.

F.7 152.242-708 Contract Status Report (DEC 2001) (MODIFIED)

Monthly contract status reports shall be submitted in 5 copies to the Contracting Officer not later than 10 calendar days after the close of the month covered by the report. Such report shall be contractor format in providing the information reflected in the statement of work. Failure to submit this report will result in delay in payment of invoices.

F.8 152.242-709 Shipping Instruction - Consignees (AUG 1996)

If not specified in the contract, the Contractor shall request the names of consignees of all supplies or equipment to be delivered by the Contractor not later than thirty (30) days prior to the date on which any of the articles are ready for shipment.

F.9 152.242-710 Protected Shipment (AUG 1996)

(a) In the event any material or items are, or may later become, SECRET or CONFIDENTIAL, and when the size or weight of such material or items classified SECRET or CONFIDENTIAL makes shipment by registered mail impractical, commercial shipment shall be made as directed by the Contracting

Officer. The material must be securely crated and banded and, prior to shipment, the Contractor shall advise the Contracting Officer of:

- (1) the date the material shall be shipped;
- (2) the approximate date of arrival; and
- (3) the approximate weight, size, and number of cartons.

(b) Bulk shipments of TOP SECRET material shall be made only after the Contractor notifies the Contracting Officer that the material is ready for shipment and requests specific instructions regarding such shipment.

F.10 152.242-711 Shipping Instructions - COTR Directed (AUG 1996)

Deliverable reports and data submissions shall be delivered in accordance with instructions to be provided by the Contracting Officer's Technical Representative (COTR).

F.11 152.242-713 Consignee and Address (AUG 1996)

In the event deliverable items are classified TOP SECRET, SI/TK or other compartmented categories they shall be sent through Government approved courier channels to [TBD]. Other contract documentation or noncompartmented classification through SECRET may be forwarded by registered mail to [TBD].

F.12 152.242-714 Personal Delivery (AUG 1996)

In the event any item under this contract is personally delivered to the COTR, the Contractor shall obtain a signed receipt in duplicate from the COTR. One copy of the receipt shall be attached to the Contractor's invoice submitted for payment for such item(s). Failure to do so may result in delayed payment.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 152.204-717 Settlement - Cost Type Contracts (JUN 2002)

Upon completion of the subject contract, the Contractor shall submit the following documents:

(a) Level-of-Effort Certification (if applicable, breakdown by labor category and hours expensed) (Three (3) copies required)

(b) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One (1) copy required)

(c) Final Government Furnished Property/Contractor Acquired Property (GFP/CAP) Statement - Disposition of Government Property (One (1) copy required)

(d) Final Patent and Royalty Statement (in accordance with FAR 52.227-11, 52.227-12, and 52.227-13, as appropriate) (One (1) copy required)

(e) Final Voucher (also referred to as Final Cumulative Claim and Reconciliation [FCCR]). Once final annual indirect expense rates have been established or the contractor wishes to use approved quick-close rates, Contractor shall submit a "FINAL" voucher. The receipt of an invoice marked "FINAL" shall initiate the settlement of this contract. (Three (3) copies required)

One set of closeout documentation (a), (b), (c), and (d) shall be mailed, postage prepaid, to the Contracting Officer at the address on page 1 of this contract.

One complete set of closeout documentation shall be mailed, postage prepaid, to:

Unclassified Address
Contract Settlement
2A039 ND1
Washington, DC 20505
(703) 613-9746

If you have any questions in regard to the closeout procedure, please contact the settlements office directly.

G.2 152.232-717 Invoicing and Payment Instructions (General) - Unclassified Association (JUN 2002)

Invoices may be mailed to the following payment office:

Commercial Claims Officer
Post Office Box 70967
Southwest Station
Washington, DC 20024-0967
Room 1N330, Attn: Kevin Hall.

serving to accomplish the technical objectives and requirements of the contract. In addition and unless specified elsewhere in this contract, the authority of the designated representative is specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if Cost-Reimbursement), schedule and technical requirements of the contract.

(b) Designation. Designation of a Contracting Officer's Technical Representative (COTR) will be accomplished by issuance of a letter signed by the Contracting Officer. Two copies of the letter, with reference to this clause, will be provided to the Contractor. The Contractor will acknowledge both the receipt of the designation and its understanding of the limited authority specified herein, by signing and returning a copy of the letter to the address indicated.

(c) Notification. The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to this contract. Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms of this contract. All revisions to specifications, requirements or informal commitments which may involve a change in either the total cost/price, scope, delivery schedule or legal aspects of this contract must be accomplished by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government, which would effect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval prior to proceeding. Otherwise, the Contractor proceeds at its own risk.

G.5 152.242-718 Novation/Change-of-Name Notification Requirement (JUN 2002)

(a) For the purposes of this contract, any transfer of the contractor's assets to a third party, or change to the contractor's name, that fall under FAR 42.12, will be processed in a centralized manner by the staff at the following address:

Office of the Procurement Executive
CFO/OPE/PES
OHB 1B27
Washington, DC 20505

Secure Fax: (703) 482-9781
Unclassified Fax: (703) 482-9777

(b) Until the settlement of this contract is completed, the Contractor shall provide written notification to this staff via facsimile within (30) thirty days of any fore-mentioned changes. Along with details of the change, your notification shall provide a point of contact name, title, clearance level, and phone and fax numbers.

(c) After receiving this notification, your designee will receive a letter with instructions to assist in the preparation of the novation/change-of-name package. Our organization will typically recognize Other Government Agency (OGA) Agreements; however, we have unique security requirements that must be addressed prior to formally accepting these agreements.

(d) You are reminded that you must continue to invoice under your former name on existing contracts until this Agency accepts your novation and/or change-of-name agreement by issuance of a letter recognizing the agreement. In addition, you are NOT authorized to request changes to your banking information to recognize a successor company on existing contracts until this Agency accepts your novation and/or change-of-name agreement. Any delays in submitting the required information may impact your ability to invoice.

(e) A submission of a novation or name change agreement does not guarantee approval by this organization and if a change is deemed unacceptable, the contractor will remain under contractual obligation to perform. The contract may be terminated for reasons of default should the contractor not perform.

G.6 152.245-700 Government Property (Nonscheduled) (AUG 1996)

(a) The following clause is incorporated by reference:

[X] 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts.)

(b) Government furnished property shall be provided under this contract. Under the FAR clause reference above, the Government shall deliver to the Contractor the property identified in the **TBD** for use in the performance of this contract or such other contract(s) as may be authorized by the Contracting Officer, in the quantities and at the times specified.

(c) The contractor shall verify the quantity and condition of the property identified above immediately upon receipt. Shortages and/or damaged or defective property shall be promptly reported to the Contracting Officer after having a confirming inspection thereof made by a designated representative of the Contracting Officer. The Contractor may also request a confirming inspection by the carrier's representative where it considers the damage to be attributable, in some degree, to the carrier.

(d) When deemed necessary, a representative of the Contracting Officer will be present to inspect the condition of the property prior to packaging thereof for return to the Government. In order to accommodate this inspection requirement, the Contractor shall provide the Contracting Officer with at least 24 hours' prior notice so that personnel may be assigned for these examinations.

(e) The contractor's property control system shall provide annually the total acquisition cost for Government property for which the contractor is accountable under this contract, including Government property at subcontractor's plants and alternate locations. The contractor's annual report shall be prepared on a form provided by the Property Administrator and submitted no later than the date prescribed by the Property Administrator.

(f) All inquiries regarding the issuance and disposition of the above property should be directed to the Contracting Officer. Note: The provision for reporting property at the completion or termination of a contract is contained in the standard FAR clauses that must be incorporated into the contract by reference. Standard FAR clauses 52.245-2 and 52.245-5 state that the contractor "shall comply with FAR subpart 45.5 as in effect on the date of this contract."

G.7 152.245-704 Government-Furnished Property, Facilities And Services (AUG 1996)

(a) The following clause is incorporated by reference

52.245-5 Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts).

(b) Under the contract FAR clause for Government-Furnished Property, and at no expense to the Contractor, the Government shall provide the property, facilities and/or services identified below, for use in the performance of this contract or other such contract(s) as may be authorized by the Contracting Officer.

Where applicable, the Government will provide desk space, phone(s), computer and office supplies.

(c) The contractor's property control system shall provide annually the total acquisition cost for Government property for which the contractor is accountable under this contract, including Government property at subcontractor's plants and alternate locations. The contractor's annual report shall be prepared on a form provided by the Property Administrator and submitted no later than the date prescribed by the Property Administrator.

(d) All inquiries regarding the issuance and disposition of the above property should be directed to the Contracting Officer. Note: The provision for reporting property at the completion or termination of a contract is contained in the standard FAR clauses that must be incorporated into the contract by reference. Standard FAR clauses 52.245-2 and 52.245-5 state that the contractor "shall comply with FAR subpart 45.5 as in effect on the date of this contract."

G.8 152.245-706 Government Property Administration And Control (JUN 2002)

(a) For the purposes of this contract, property administration authority is delegated to the Agency Property Administrator.

(b) The Contractor shall maintain adequate property control procedures and records and a system of identification of all Government property whether Government Furnished Property (GFP) or Contractor Acquired Property (CAP).

(c) The Contractor shall designate a property administrator for establishing and maintaining control over Government Property accountable to this contract in accordance with FAR Part 45. The Contractor shall provide written notification of the name and telephone number of the designated property administrator to the Agency Property Administrator at the address indicated below, within thirty (30) days after receipt of this contract.

Contract Settlement
2A039 ND1
Washington, DC 20505
Attn: Property Administrator
703-613-9725

(d) Upon contract completion or when GFP or CAP is no longer needed for contract performance, the Contractor shall request property disposition instructions from the Contracting Officer.

However, the preferred method of submitting invoices to the payment office is via facsimile (FAX) machine to the phone number that corresponds to the first letter of the contractor's name. In the event, the number is unavailable; the contractor may use the number of the next alpha group as an alternate. When original invoices are transmitted via FAX, do not follow up with additional mailed copies; doing so will result in the FAX option being made unavailable to your company.

A - D (703) 613-9817
 E - K (703) 613-9824
 L - R (703) 613-9831
 S - Z (703) 733-8576

The payment periods designated in the FAR provisions for Prompt Payment contained in this contract will begin the date a proper invoice is received in the payment office. A proper invoice must include:

- (a) Name of the business concern, invoice date, and date(s) supplies delivered or services performed.
- (b) Contract, purchase order, or delivery order number. An invoice that lacks a contract, purchase order, or delivery order number cannot be processed for payment. No other 'authorizations' are valid or acceptable.
- (c) Itemized cost elements and fee amount for both the current invoice's costs and for the cumulative cost elements and fee amounts (for cost reimbursable contracts); Itemized labor categories (for time and material or labor hour contracts); Description, price, and quantity of supplies and services actually delivered or rendered (for fixed price contracts, purchase orders and delivery orders).
- (d) Shipping and payment terms (for fixed price contracts, purchase orders, or delivery orders).
- (e) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

Notice of an apparent error, defect, or impropriety in an invoice shall be given to the Contractor within 7 days of receipt of the invoice by the payment office. Inquiries regarding invoices can be made to the payment office on (703) 613-3530.

G.3 152.232-719 - Submission of Invoices (MAR 2002)

Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted not more often than once a month.

G.4 152.242-700 Authority and Designation of a Contracting Officer's Technical Representative (COTR) (A) (AUG 1996)

(a) Authority. Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or his designated representative. As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-of-discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 152.204-700 Security Requirements - Contract Classification (JUL 1997)

The association of the Sponsor with the Contractor is unclassified. The maximum work to be performed is classified TS/SI/TK/B. The maximum classification of reports is classified TS/SI/TK/B. The maximum classification of hardware is classified TS/SI/TK/B. This classified information shall be divulged only on a need to know basis, and then only to those who have been authorized in writing by the Contracting Officer. Correspondence originated by the contractor and/or data to be submitted, the contents of which contain classified information shall be stamped by you with the classification up to TS/SI/TK/B.

[X] CDCG attached.

The attached CONTRACT DATA CLASSIFICATION GUIDE (CDCG) is incorporated into this contract. The CDCG is not all inclusive, but serves as a guide in connection with Contractor handling of classified materials.

H.2 152.204-701 Security Requirements - General (SEP 2002)

(a) Contracting Officer's Security Representatives (COSR) are the designated representatives of the Contracting Officer (CO) and derive their authorities directly from the CO. They are responsible for certifying the Contractor's capability for handling classified material and ensuring that customer security policies and procedures are met. The COSR is the focal point for the Contractor, CO, and COTR regarding security issues. The COSR cannot initiate any course of action that may alter the terms of the contract. The COSR for this contract is Kevin B. and can be reached on (202) 264-5934.

(b) The provisions of this clause shall apply to the extent that any aspect of this contract is classified.

(c) The Contractor is obligated to comply with all relevant clauses and provisions incorporated into this contract and with the "Contractor Secrecy and Security Agreement", Form 4177, and as referenced therein, the "National Industrial Security Program Operating Manual (NISPOM) dated January 1995 and a special classified compartment area security manual referenced in the contract as Addendum A, including any successor documents, revisions, or amendments to either or both documents when furnished to the Contractor and maintain a security program that meets the requirements of these documents.

(d) Security requirements are a material condition of this contract. This contract shall be subject to immediate termination for default, without the requirement for a 10-day cure notice, when it has been determined by the Contracting Officer that a failure to fully comply with the security requirements of this contract resulted from the willful misconduct or lack of good faith on the part of any one of the Contractor's directors or officers, or on the part of any of the managers, superintendents, or equivalent representatives of the Contractor who have supervision or direction of:

- (1) All or substantially all of the Contractor's business, or
- (2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or

(3) A separate and complete major industrial operation in connection with the performance of this contract.

(e) When deficiencies in the Contractor's security program are noted which do not warrant immediate default, the Contractor shall be provided a written notice of the deficiencies and be given a period of 90 days in which to take corrective action. If the Contractor fails to take the necessary corrective action, the Contracting Officer may terminate the whole or any part of this contract for default. The Contractor shall maintain and administer, in accordance with all relevant clauses and provisions set forth or incorporated into this contract and with a security program that meets the requirements of these documents.

(f) When it is deemed necessary to disclose classified information to a Subcontractor in order to accomplish the purposes of this contract, the Contractor shall request permission of the Contracting Officer prior to such disclosure. The Contractor agrees to include in all subcontracts all appropriate security provisions pertaining to this contract.

(g) Classification Authority -- Executive Order 12958 dated 20 April 1995, "Classified National Security Information," and implementation directives, provides principles and procedures for the proper classification and declassification of material. These principles and procedures are applicable to classified documents or materials generated by the Contractor in performance of this contract.

(h) Identification and Markings -- The classification of documentation shall comply with the guidelines set forth in Executive Order 12958.

(i) In addition, each classified document shall be stamped or marked in the lower right-hand corner of the first page (or on the inside front cover of bound publications, provided that the overall classification is marked on the outside cover), as follows:

CL BY:	[customer contract number]
CL REASON:	[]
DECL ON:	[]
DRV FROM:	[]

Declassified On: (Use the declassify date citation from the CDCG.)

Derived From: (Use the classification guidance from the CDCG, i.e., MET 2-82, COV 1-82, etc.)

(j) Each classified document shall indicate which paragraphs or, other portions, including subjects and titles, are classified and which are unclassified. The symbol "(TS)" for Top Secret, "(S)" for Secret, "(C)" for Confidential, and "(U)" for Unclassified will be placed at the beginning of the text to which it applies. Non-text portions of a document, such as photographs, graphs, charts, and maps, will be marked in a readily discernible manner, as will their captions.

(k) Subjects and titles should be selected so as not to require classification. When a classified subject or title must be used, a short title or other unclassified identifier should be assigned to facilitate receipting and reference, if such an identifier (e.g., a report number or registry number) will not otherwise be assigned.

(l) Downgrading and Declassification -- No classified document or material provided by the Customer, or generated by the Contractor pursuant to the contract, may be downgraded or declassified unless authorized in writing by the Customer's Contracting Officer.

(m) References made to the clause entitled "Non-Publicity" -- Violations of this clause constitute a major breach of contract and the contract may be terminated for default, without the requirement of a 10-day cure notice.

(n) The contractor shall report all contacts described in the NISPOM section 3-Reporting Requirements as promptly as possible, but in no event later than two business days after receipt of such knowledge to the contracting officer or COSR.

(o) If, subsequent to the date of this contract, the security requirements under this contract are changed by the Government, as provided in this clause, and the security costs or time required for delivery under this contract are thereby increased or decreased, the contract price, delivery schedule, or both, and any other provision of this contract which may be affected shall be subject to an equitable adjustment in accordance with the procedures in the Changes clause of this contract.

H.3 152.204-702 Security Requirements - Clearances (SEP 2002)

(a) The Agency only conducts security screening on contractor personnel who are employees of the contractor company at the time the contractor requests a security clearance or access approval. In order to access an Agency facility, the contractor employee must be a U.S. citizen. In order to receive a security clearance or access approval, contractor personnel shall be U.S. citizens and provide the following information for use in the clearance process:

- (1) "Industrial Security Approval or Access Request", Form 4311;
- (2) "Questionnaire for National Security Positions," SF 86 for Top Secret and Secret;
- (3) An FBI fingerprint card; and
- (4) Fair Credit Reporting Act Release form.

The contractor shall plan for expected attrition by advanced preparation and submission of the aforementioned items.

(b) Those contractor personnel needing unescorted access to Government facilities (to include Government automated information systems) and access to sensitive compartmented information (SCI) or information classified at the Top Secret level shall be required to have an Industrial Security Staff Approval/Top Secret (ISSA/TS) security clearance along with any required SCI access approvals. The granting or denial of an ISSA/TS or SCI access approval is based on a comparison of the results of a full field background investigation and full scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968 or other applicable law or regulation. The adjudicative guidelines have also been adopted as an annex to DCID 6/4; and have been incorporated by reference in Agency Regulation 10-1. Full scope polygraph examinations cover both counterintelligence (CI) and

security issues to include involvement in illegal drug use and criminal activity. Full scope polygraph examinations are an integral part of ISSA/TS security screening.

(c) Those contractor personnel needing access to Top Secret or SCI material but only limited or no access to Government facilities shall be required to have an Industrial Security Approval/Top Secret (ISA/TS) security clearance, along with any required SCI access approval. The granting or denial of an ISA/TS or SCI access approval is based on a comparison of the results of a full field background investigation and CI scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968; adopted as an annex to DCID 6/4; and incorporated by reference in Agency Regulation 10-1.

(d) Those contractor personnel needing access to Secret material and little or no access to Government facilities shall be required to have an Industrial Security Approval/Secret (ISA/S) security clearance. The granting or denial of an ISA/S is based on a comparison of the results of a more limited inquiry (generally National Agency Checks (NAC), Local Agency Checks (LAC), and credit checks) against the adjudicative guidelines issued pursuant to Executive Order 12968 and incorporated by reference in Agency Regulation 10-1.

(e) Those contractor personnel needing unescorted access to Government facilities and who may, as a result, receive inadvertent access to classified material shall be required to have a Facility Access Approval (FAA). The granting or denial of an FAA is based on a comparison of the results of a background investigation and full scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968 and incorporated by reference in Agency Regulation 10-1.

(f) Four and one-half years from the cleared personnel's last background investigation, the contractor shall resubmit to the Sponsor portions one, two and four of the clearance package to be used to re-investigate such individuals' continued eligibility for security clearance or access approval.

(g) If portions of this work under this contract occur at Government facilities, all Sponsor regulations and procedures that relate to security management shall be adhered to by contractor personnel. In the event that the development of information or material is not clearly covered by the contract or regulations, the contractor is required to seek Government guidance regarding its handling. Any questions that the contractor or contractor personnel may have on the applicability of these requirements shall be addressed to the Contracting Officer's Security Representative.

(h) Only such persons who have been authorized by the Contracting Officer of the Contracting Officer's Technical Representative shall be assigned to this work. In this connection, for identification purposes, the contractor will be required to submit the name, address, place and date of birth of all personnel who will be involved in the work hereunder. Said information will be required not later than three (3) days in advance of the scheduled date of such work.

(i) All contractor personnel who receive a security clearance or access approval under the terms of this contract will be required to execute an Agency specified secrecy agreement and/or nondisclosure agreement.

(j) The Contractor agrees to abide by all applicable Agency security regulations governing personnel, facilities, technical, information systems, communications, and protective programs.

H.4 152.204-703 Non-Publicity (JUL 1997)

The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for publicity, advertisement purposes, or as a reference for new business. This shall include, but, is not limited to, the use of the terms "ISSA or ISA" or any other sponsor specific terms in any public employment advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements.

H.5 152.204-704 Request for Clause Waiver Due to Security Requirements (JUL 1997)

When the Contractor, in performance of the work under this contract, finds the requirements of any of the clauses in this contract to be in conflict with security instructions, the Contractor shall call such conflict to the attention of the Contracting Officer and/or COSR. The Contracting Officer may issue a waiver in writing to:

- (a) modify or rescind such security requirements, or
- (b) waive compliance with such security requirements.

H.6 152.204-706 Security Requirements - Software Certification (JUN 1998)

(a) The contractor certifies that it will undertake to ensure that any software to be provided or any Government Furnished Software to be returned, under this contract will be provided or returned free from computer virus, which could damage, destroy, or maliciously alter software, firmware, or hardware, or which could reveal to unauthorized persons any data or other information accessed through or processed by the software.

(b) The contractor shall immediately inform the Contracting Officer when it has a reasonable suspicion that any software provided or returned, to be provided or returned, or associated with the production may cause the harm described in paragraph (a) above.

(c) If the contractor intends to include in the delivered software any computer code not essential to the contractual requirement, this shall be explained in full detail to the Contracting Officer and Contracting Officer's Technical Representative (COTR).

(d) The contractor acknowledges its duty to exercise reasonable care, to include the following, in the course of contract performance:

- (1) using on a regular basis current versions of commercially available

anti-virus software to guard against computer viruses when introducing maintenance, diagnostic, or other software into computers; and

- (2) prohibiting the use of non-contract related software on computers, especially from unknown or unreliable sources.

H.7 152.204-710 Security Requirements - Program (SEP 2002)

The Contractor shall maintain an overall Security Program in accordance with the requirements of the Contract Data Classification Guide dated 9 April 2003, which is hereby incorporated by reference and made a part hereof. All automated information systems utilized to process project information will be operated in accordance with the requirements of the National Industrial Security Program Operating Manual Supplement dated February 1995, its successor documents; or Director of Central Intelligence Directive (DCID) 6/3. Revisions to these documents, when published, will be provided to the Contractor and will become a part hereof upon such issuance.

H.8 152.204-712 Personal Conduct (JUL 1997)

(a) The Contractor and its employees shall comply with the conduct requirements in effect at the Government's work site. The Government reserves the right to exclude or remove from the site any employee of the Contractor or of a subcontractor whom the Government deems careless, uncooperative, or whose continued employment on the work is deemed by the Government to be contrary to the public interest.

(b) The Contractor shall inform its employees that the Agency has a zero tolerance policy for harassing behavior and that it shall not be tolerated. Any Contractor employee who is found to be culpable in incidents of harassment shall be immediately escorted from the premises and denied further access. This policy creates a greater burden upon the conduct of Contractor employees. The Contractor shall emphasize this fact to its employees.

(c) Exclusion under the circumstances described in this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

H.9 152.204-718 Financial Disclosure (SEP 2000)

The Industrial Contractor who has staff-like (ISSA/TS) access, who is currently cleared for both unescorted physical access to Agency controlled buildings (green badge) and access to Agency automated information systems, must submit a completed Financial Disclosure Form (FDF 444V). The FDF 444V is available for electronic submission via Lotus Notes. Personnel with ADSN Lotus Notes access must utilize the on-line database when filing. The database can be accessed from the AGNS Database Catalogue under the title Financial Disclosure Forms. The Industrial Contractor assigned to a domestic or foreign field station will receive the FDF 444V and submission instructions either as an attachment to a Lotus Note; a document sent via a secure fax; a document transmitted via cable; or a form forwarded in a secure pouch. For those that do not have access to Lotus Notes, hardcopy FDF 444V are available from the Center for CIA Security, Financial Analysis Staff (CCS/FAS). For more specific information, refer to CCS EB 0006-00, 3 April

2000.

H.10 152.204-719 Notification of Issuance of Classified Subcontracts (DEC 2001)

(a) The contractor shall provide to the Contracting Officer written notice of all subcontracts issued hereunder wherein any aspect of the subcontract is classified or when directed by the Contracting Officer. The notice shall include: (1) the name and address of the subcontractor, (2) a description of the supplies or services that are being acquired pursuant to the subcontract, and (3) a SF328 and KMP List as required by clause 152.204-705 of this contract. Such notice shall be provided to the Contracting Officer within 14 days of entering into such subcontracts.

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

(c) The contractor's obligations under this clause are in addition to any other provision of this contract, if any, relating to subcontracting.

(d) The contractor shall include a similar requirement in each subcontract issued under this contract wherein any aspect of the subcontract is classified. Subcontractors shall submit notices through the prime contractor to the Contracting Officer.

H.11 152.211-703 Usage of the Metric System of Measurement (SI) (AUG 1996)

(a) The metric system of measurement is the preferred system of weights and measures for United States trade and commerce. Each Federal agency must use the metric system of measurement in its procurements, grants and other business-related activities to the extent economically feasible.

(b) This contract requires, unless specified otherwise, that all supplies, components, reports, documentation, or services which are designed, fabricated, assembled, delivered or performed under this contract shall utilize, to the extent necessary to be competitive in and to the extent dictated by the world marketplace, the "International System of Units" (ISU), as established by the General Conference of Weights and Measures in 1960. The ISU is also known as "System International (SI)" or "Metric System"; and it is interpreted for US usage by the Department of Commerce's "Interpretation of the International System of Units for the United States" (IISU) and supplemented for the Federal Government's usage by the General Services Administration's Federal Standard 376, "Preferred Metric Units of General Use by the Federal Government."

(c) In the event there is a conflict between the IISU, Federal Standard 376, or the contract schedule, the order of precedence in resolving the conflict shall be the contract schedule first, followed by Federal Standard 376, the IISU, and the ISU. The versions of these documents current as of the date of contract award shall prevail.

H.12 152.215-719 Incorporation of Section K, Representation Certifications, and Other Statements of Offeror (APR 1990)

SECTION K which has been completed and submitted with Contractor's proposal dated [TBD] is incorporated herein by reference and made a part of this contract.

H.13 152.215-721 Order Of Precedence (AUG 1996)

(a) Any inconsistency in this contractual document (inclusive of documents, provisions or exhibits referenced herein or attached hereto) shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the SOW and specifications)
- (2) Statement of Work
- (3) Other provisions of the contract when attached or incorporated by reference
- (4) Specifications
- (5) Technical Provisions of the Contractor's Proposal(s)

(b) If a conflict or inconsistency arises out of the schedule, SOW, etc. of this contract, the Contractor shall notify the Contracting Officer of the conflict or inconsistency for final and unilateral resolution. Under no circumstances will such conflicts or inconsistencies result in increases to target cost, target fee, award fee or schedule extensions.

H.14 152.215-724 Key Personnel (AUG 1996)

(a) The Contractor shall identify the key technical, management and administrative personnel to be assigned to work under this contract:

Name	Title
[	Program Manager]
[	Chief Engineer]
[	Chief Architect]
[]

(b) The personnel specified above are considered to be essential to the work performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall provide advance notification of at least forty-five (45) calendar days to the Contracting Officer and shall submit resumes of the proposed substitutes in sufficient detail to permit evaluation of the impact on the program. No diversion from the above procedure shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

H.15 152.215-726 Subcontract Price Revision (AUG 1996)

Promptly upon the establishment of firm prices for each of the subcontracts listed below, the Contractor will submit, in such form and detail as the

Contracting Officer may reasonably require, a statement of costs incurred in the performance of such subcontract and the firm price established therefore. Thereupon, notwithstanding any other provisions of this contract, the Contractor and the Contracting Officer may negotiate an equitable adjustment in the total amount paid or to be paid under this contract to reflect such subcontract price revision. The equitable adjustment will be evidenced by a modification to this contract.

H.16 152.231-701 Payment of Contractor Travel (MAR 2002)

Travel costs incurred under this contract are allowable subject to the limitations contained in Federal Acquisition Regulation (FAR) 31.205-46.

H.17 Travel Cost

- (a) First class airfare will not be an allowable cost under this contract.
- (b) All Travel shall be non-fee bearing.

H.18 152.242-715 Contractor Performance Evaluation (JAN 1997)

(a) In accordance with FAR 42.15, and as otherwise provided by this contract, the Contractor's performance under this contract shall be subject to evaluation as follows:

(1) final evaluation shall be conducted for all contracts after completion of contract performance; and

(2) interim evaluations may be conducted at the government's discretion.

(b) Past performance evaluation reports shall be retained by the Government to provide source selection information for a period not to exceed three years after contract completion. In accordance with FAR 9.105, the contracting officer shall also consider relevant past performance information when making responsibility determinations.

(c) The Contracting Officer shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the Contractor as soon as practicable after completion of the evaluation. The Contractor shall have a maximum of 45 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. "Day" shall mean calendar day, except that the period will run until a day that is not a Saturday, Sunday or legal holiday. The Government shall consider rebuttals and other information provided by the Contractor and shall render a final determination regarding the contractor's performance during that period of the evaluation.

(d) The performance evaluation conducted pursuant to this clause shall be separate from the award fee determination(s) rendered under the terms of this contract.

H.19 152.242-716 Past Performance Information - Referencing Agency Contracts (JUL 1997)

This contract may be listed as a reference for past performance purposes in offers submitted to agencies and organizations within the Intelligence Community, provided the Contractor first requests and is granted a waiver

from clause 152.204-703 - Non-Publicity (JUL 1997), of this contract. Failure to comply with this requirement may result in the Agency being unable to respond to a reference request and may also result in a termination for default, pursuant to paragraph (d), 152.204-701 - Security Requirements General (JUL 1997).

H.20 152.243-700 Changes Requiring No Equitable Adjustment (AUG 1996)

(a) Purpose. The purpose of this paragraph is to establish a procedure whereby one contractual modification will be used both to direct a change pursuant to the "Changes" clause of this contract and to settle any question of equitable adjustments that might arise. This procedure shall apply only to those changes which will have no effect on the contract price, delivery schedule, or other provisions of the contract.

(b) Procedure. When a change under the "Changes" clause is proposed, and both parties can agree that such proposed change will not necessitate any equitable adjustment as contemplated by said clause and this paragraph, the Contractor shall submit a written proposal or offer to accomplish the proposed change without an equitable adjustment. If, after receipt of the proposal or offer, the Contracting Officer determines that no adjustment is necessary, he or she may accept the Contractor's proposal or offer by issuing an acceptance modification. The modification shall (i) cite this paragraph, (ii) reference the Contractor's proposal or offer, and (iii) direct the changes to be accomplished. The issuance of the modification shall constitute acceptance of the Contractor's proposal or offer; shall be binding on both parties; and shall constitute a full, complete, and final settlement for the changes so directed.

H.21 152.243-701 Limitation of Working Groups (AUG 1996)

Technical guidance provided at meetings of Working Groups established by the Government and/or construed from the minutes of such meetings shall not constitute authorization for the Contractor to alter the scope of this contract. Such direction may only be given to the Contractor by the Contracting Officer in writing through the "Changes" clause of the contract

H.22 152.243-7000 Engineering Change Proposals (JUL 2001)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the Contracting Officer's instructions.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" cost or price or a "not less than" cost or price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) A change proposal accepted in accordance with the Changes clause of the contract shall not be considered an authorization to the contractor to exceed the estimated cost in the contract schedule, unless the estimated cost is

increased by the change order or other contract modification.

(d) When the cost or price of the engineering change is \$550,000 or more, the Contractor shall submit

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and,

(2) At the time of agreement on cost or price, a signed Certificate of Current Cost or Pricing Data.

H.23 AWARD TERM

(a) The initial performance period (base year plus one) may be modified to include additional priced option periods earned on the basis of contractor performance. Therefore, the contractor may earn up to a maximum of four additional performance period of two years each for a total contract period of no more than ten years.

(b) Monitoring Performance. The contractor's performance shall be continually monitored by performance monitors whose findings are reported to the Award Term Review Board (ATRB). The ATRB recommends award term points to the Term Determining Official (TDO) who shall make the final award term points decision based on the contractor's performance during the award term evaluation period.

(c) Award Term Plan and Performance Criteria. The Award Term Plan specifies the evaluation periods, potential award term option periods, and evaluation criteria.

(d) Award Term Extension. The period of performance authorized under this contract shall be modified to reflect the TDO's decisions to add optional award term periods resulting from contractor performance. If at any time an option period is not exercised, the operation of the award term plan shall cease and the performance period shall not be extended beyond the then current completion date.

(e) The addition of any priced option period does not guarantee that the Government will exercise that option.

H.24 AWARD FEE PROVISIONS

1. GENERAL: The Contracting Officer may unilaterally change this award fee plan. Changes to award fee criteria will be provided to the contractor ten (10) calendar days prior to the start of the award fee period. The Government's fee determination, criteria, and plan are unilateral decisions made solely at the discretion of the Government. Changes to the award fee plan, award fee criteria, evaluation periods will be executed by modification of the contract.

2. SELF-EVALUATION REPORT: The contractor, at its discretion, may submit a self-evaluation report to the Contracting Officer within ten (10) calendar days after the end of the evaluation period which the Government may use in determining award fee. The report is an appraisal of its performance in each award fee category, and should identify strengths and weaknesses. The self-evaluation may not exceed fifteen (15) pages.

3. **AWARD FEE:** The Contractor may earn a maximum possible award fee in the amount specified in Schedule B. The Contractor's performance will be evaluated and fee will be awarded in accordance with the procedures, terms and criteria set forth throughout this plan.

4. **DISPOSITION OF UNEARNED AWARD FEE:** Unearned award fee is that portion of the award fee not earned during an evaluation period. The Contracting Officer may make the following disposition of all or any portion of the unearned award fee:

(a) Apply the unearned award fee to estimated cost. This disposition would be accomplished by administrative modification to the contract.

(b) Deobligate and thereby remove the unearned award fee from further consideration of payment under the terms of the contract. This disposition would be accomplished by administrative modification to the contract.

5. **GENERAL EVALUATION CATEGORIES AND CRITERIA:** Recognizing that all of the criteria within each of the evaluation categories identified below may not be applicable to the work expected to be accomplished during any given period of evaluation, the Government may develop individual and more specific sets of criteria for each evaluation period.

Each evaluation category is listed in order of importance with the first category listed as having the highest weighting to the last category having the lowest weighting.

RESPONSIVENESS/QUALITY

Excellent: Totally responsive, flexible, and proactive to changes in direction and adapting resources to successfully deal with the changes. Project organization consistently assures on time or early responses to all deadlines. No adverse effect on productivity, performance or delivery. Quality of product or service exceeds all contract requirements and exceeds customer expectations.

Good: Very responsive and flexible to changes in direction and adapting resources to successfully deal with the changes. Project organization assures on time responses to short fuse deadlines in almost all cases. Rarely is there an adverse effect on productivity, performance or delivery. Delivered quality of product or service meets all contract requirements and meets customer expectations.

Average: Met Contract requirements. Adjusts easily to changes on many occasions. Little adverse effects on productivity, performance or delivery. Quality of delivered product or service is such that the product or service can reasonably be used and product or service meets most of the customer expectations.

Marginal: Meets contract requirements, generally. Occasional delays or difficulty in meeting suspenses. Overall responsiveness could be improved.

Poor: Does not meet contract requirements.

COMPLIANCE WITH MILESTONES/DELIVERABLES

Excellent: Impeccable record in meeting milestone/due dates, all of which are completed early, unless otherwise directed by the Contracting Officer.

Good: Exemplary record in meeting milestone/due dates, many of which are completed early.

Average: Met requirements. Schedule problems are usually identified in time for corrective action; milestones/due dates are almost always achieved and instances where they are not are of minor impact.

Marginal: Meets contract requirements generally, but some work may be late or need to be redone.

Poor: Does not meet contract requirements.

CONTRACT MANAGEMENT, REPORTING AND SUPERVISION OF RESOURCES

Excellent: Provides extraordinarily motivated, competent and professional personnel. Positive attitudes. Strong teamwork. Personnel need virtually no supervision and are highly proficient in their work. The contractor anticipates and plans for problem areas. Minimal personnel turnover. Resources are replaced, when necessary, without impacting workload or mission activities. Exceptionally formatted and complete reports are submitted in a timely and accurate manner. Teams leads assemble a highly organized and successful team in which the members provide NIMA with all needed skills and the members demonstrate strong skills and teamwork.

Good: Cost controls are highly effective and result in considerable savings on occasion. Costs are usually below estimates and there are no cost overruns unless directed by NIMA due to factors beyond contractor control.

Average: Costs are in accordance with estimates and there are no cost overruns, unless directed by NIMA due to factors beyond contractor control. There are initiatives and tools in place to facilitate cost control. Documentation for pricing in award term and option years, if applicable, adequately supports the request(s) without requests for clarification and follow-up.

Marginal: Meets contract requirements, generally but it appears some projects could have been performed more efficiently with fewer labor hours or lower scaled labor categories. Neglect in meeting the requirements of the agreed labor, qualification and rates matrix.

Poor: Does not meet contract requirements.

6. AWARD FEE PERCENTAGE: The Government will use the following award fee percentage table for the purpose of determining the amount of award fee earned for the period evaluated. The percentage value will be multiplied by the amount of award fee dollars made available for the period evaluated to obtain the award fee paid to the contractor.

Adjective Rating Numerical Score and Award Fee Percent (%)

Excellent	90-100
Good	80-89
Average	70-79
Marginal	50-69
Poor	0-49

7. SCHEDULE OF PERFORMANCE EVALUATIONS:

The schedule of performance evaluations is:

Award Fee Period 1	July 21, 2003 to January 21, 2004
Award Fee Period 2	January 22, 2004 to July 20, 2004
Award Fee Period 3	July 21, 2004 to January 21, 2005
Award Fee Period 4	January 22, 2005 to July 20, 2005

If award term options are awarded additional award fee periods will be added.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

I.2 52.202-1	Definitions.	DEC 2001
I.3 52.203-3	Gratuities.	APR 1984
I.4 52.203-5	Covenant Against Contingent Fees.	APR 1984
I.5 52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
I.6 52.203-7	Anti-Kickback Procedures.	JUL 1995
I.7 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
I.8 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
I.9 52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
I.10 52.204-4	Printed or Copied Double-Sided on Recycled Paper.	AUG 2000
I.11 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
I.12 52.215-10	Price Reduction for Defective Cost or Pricing Data.	OCT 1997
I.13 52.215-12	Subcontractor Cost or Pricing Data.	OCT 1997
I.14 52.215-15	Pension Adjustments and Asset Reversions.	DEC 1998
I.15 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	OCT 1997

I.16	52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications.	OCT 1997
I.17	52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications. (OCT 1997) Alternate II	OCT 1997
I.18	52.216-7	Allowable Cost and Payment. (FEB 2002)	
I.19	52.219-8	Utilization of Small Business Concerns.	OCT 2000
I.20	52.219-9	Small Business Subcontracting Plan Alt I.	OCT 2001
I.21	52.219-16	Liquidated Damages - Subcontracting Plan.	JAN 1999
I.22	52.222-1	Notice to the Government of Labor Disputes.	FEB 1997
I.23	52.222-2	Payment for Overtime Premiums. (JUL 1990)	
		(a) The use of overtime is authorized under this contract if the overtime premium does not exceed TBD or the overtime premium is paid for work -	
I.24	52.222-21	Prohibition of Segregated Facilities.	FEB 1999
I.25	52.222-26	Equal Opportunity.	APR 2002
I.26	52.222-29	Notification of Visa Denial.	FEB 1999
I.27	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	DEC 2001
I.28	52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
I.29	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	DEC 2001
I.30	52.223-5	Pollution Prevention and Right-to-Know Information.	APR 1998
I.31	52.223-6	Drug-Free Workplace.	MAY 2001
I.32	52.223-14	Toxic Chemical Release Reporting.	OCT 2000
I.33	52.224-1	Privacy Act Notification.	APR 1984
I.34	52.224-2	Privacy Act.	APR 1984
I.35	52.225-1	Buy American Act - Supplies.	MAY 2002

I.36	52.225-13	Restrictions on Certain Foreign Purchases.	JUL 2000
I.37	52.227-1	Authorization and Consent	JUL 1995
I.38	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
I.39	52.227-3	Patent Indemnity.	APR 1984
I.40	52.227-10	Filing of Patent Applications - Classified Subject Matter.	APR 1984
I.41	52.227-11	Patient Rights-Retention by the Contractor (Short Form)	JUN 1997
I.42	52.227-14	Rights in Data - General. (Alt II, III,V)	JUN 1987
I.43	52.227-16	Additional Data Requirements	JUN 1987
I.44	52.227-18	Rights in Data - Existing Works.	JUN 1987
I.45	52.227-23	Rights to Proposal Data (Technical). (JUN 1987)	
I.46	52.230-2	Cost Accounting Standards.	APR 1998
I.47	52.230-3	Disclosure and Consistency of Cost Accounting Practices.	APR 1998
I.48	52.230-6	Administration of Cost Accounting Standards.	NOV 1999
I.49	52.232-17	Interest.	JUN 1996
I.50	52.232-20	Limitation of Cost.	APR 1984
I.51	52.232-22	Limitation of Funds.	APR 1984
I.52	52.232-25	Prompt payment.	FEB 2002
I.53	52.232-34	Payment by Electronic Funds Transfer - Other than Central Contractor Registration.	MAY 1999
I.54	52.233-1	Disputes. (JUL 2002) Alternate I	DEC 1991
I.55	52.233-3	Protest after Award. (AUG 1996) Alternate I	JUN 1985
I.56	52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984
I.57	52.237-3	Continuity of Services.	JAN 1991
I.58	52.239-1	Privacy or Security Safeguards.	AUG 1996

I.59	52.242-1	Notice of Intent to Disallow Costs.	APR 1984
I.60	52.242-3	Penalties for Unallowable Costs.	MAY 2001
I.61	52.242-4	Certification of Final Indirect Costs.	JAN 1997
I.62	52.242-12	Report of Shipment (REPSHIP).	JUL 1995
I.63	52.242-13	Bankruptcy.	JUL 1995
I.64	52.243-2	Changes - Cost-Reimbursement Alternate II	AUG 1987 APR 1984
I.65	52.243-7	Notification of Changes.	APR 1984
I.66	52.244-2	Subcontracts.	AUG 1998
I.67	52.244-5	Competition in Subcontracting.	DEC 1996
I.68	52.244-6	Subcontracts for Commercial Item	MAY 2002
I.69	52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).	JAN 1986
I.70	52.245-19	Government Property Furnished "As Is."	APR 1984
I.71	52.249-6	Termination (Cost-Reimbursement).	SEP 1996
I.72	52.249-14	Excusable Delays.	APR 1984
I.73	52.251-1	Government Supply Sources.	APR 1984
I.74	52.252-4	Alterations in Contract.	APR 1984
I.75	52.252-6	Authorized Deviations in Clauses.	APR 1984
I.76	52.253-1	Computer Generated Forms.	JAN 1991
I.77	152.203-700	Compliance With the Constitution and Statutes of the United States	AUG 1996

Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.

I.78	152.204-721	Use of Facsimile Signatures	
I.79	152.215-700	Audit and Records - Negotiation	FEB 2002
I.80	152.215-717	Timely Notice Of Litigation	AUG 1996

(a) The Contractor hereby agrees to immediately give written notice to the Contracting Officer of any anticipated or current litigation or any

litigation that may arise during the course of the performance of this contract, that involves or in any way relates to or affects any aspect of this contract, its terms or costs, pertinent subcontracts, or the Customer's relationship with the Contractor or Subcontractors. Said notice shall include all relevant information with respect thereto.

(b) The Contractor agrees to insert this requirement in any subcontract under this contract. In the event of litigation, the Subcontractor shall immediately notify its next tier Subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.

(c) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or Subcontractor(s) involving customer transactions related to any contract litigation.

I.81 152.215-720 Intention to Use Consultants (AUG 1996)

(a) The Government intends to utilize the services of nongovernment engineering organizations in technical, advisory and consulting roles for overall technical review of the activities covered by this contract. Although the consultants shall not have the right of technical direction, they shall from time to time and on a frequent basis attend technical reviews, participate in technical interchange meetings, observe national processing, witness fabrication and assembly, and monitor testing within the Contractor and Subcontractor facilities. Such consultants will be involved in providing advice to the Government concerning viability of technical approaches, utilization of acceptable procedures, value and results of tests, and the like. The consultants will thus require access to program-related Contractor facilities and documentation. Contractor proprietary data shall not be made available to consultants unless and until a protection agreement has been generated between the consultant and the Contractor and evidence of such agreement made available to the Government. Contractor proprietary cost and accounting data will not be available to consultant organizations.

(b) It is expressly understood that the operations of this clause will not be the basis for an equitable adjustment.

I.82 152.215-7000 Pricing Adjustment (DEC 1991)

The term "pricing adjustment" as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

I.83 152.222-700 Equal Employment Opportunity (JUN 1999)

(a) The Contractor shall comply with all applicable federal and state equal employment opportunity laws and regulations and Agency policies and practices with respect to equal employment opportunity and a harassment-free workplace whenever work is being performed on federal property.

(b) If either the Contracting Officer or a designated representative of the Agency's Office of Equal Employment Opportunity provides the Contractor notice of noncompliance with the applicable statutory or regulatory requirements which are enumerated in paragraph (a), the Contractor at no cost

to the Government shall promptly take appropriate action. A copy of any documentation shall be provided to the designated representative of the Agency's Office of Equal Employment Opportunity. If the Contractor fails or refuses to promptly take appropriate action, the Contracting Officer may issue an order stopping all or part of the work until such appropriate action is taken.

(c) Nothing in this clause shall relieve the Contractor from full performance of the requirements of this contract, nor shall it provide the basis for any claims against the Government.

(d) The Contractor shall provide oral notification within two business days and written notification within five business days to the Contracting Officer of the following.

- (i) The Contractor's receipt of a claim;
- (ii) made by a Contractor employee;
- (iii) alleging any violation of an equal employment opportunity requirement;
 - (1) connected to performance of this contract or;
 - (2) connected to activities occurring on Federal property.

(e) The Government may elect to conduct an investigation surrounding the claim if it is potentially a joint employer under EEOC Notice 915.002. In all such instances, the Contractor shall cooperate with the Government's investigation. In accordance with applicable law and to the extent possible, the Government shall treat all information obtained from the investigation as information proprietary to the Contractor.

(f) The Contractor's noncompliance with the provisions of this clause may be grounds for termination under the default provisions of this contract.

(g) The Contractor shall insert this clause, including this paragraph (g) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made pursuant to the provisions of this clause.

I.84 152.223-704 Workplace Health and Safety (AUG 1996)

(a) The Contractor shall comply with the Occupational Safety and Health Act of 1970 (29 U.S.C. Section 651 et seq.) and regulations promulgated thereunder including, but not limited to, the standards issued by the Secretary of Labor at Part 1926 and Part 1910 of Title 29 of the Code of Federal Regulations. The Contractor shall also comply with all applicable state occupational safety and health laws and regulations. Noncompliance shall be grounds for termination of this contract in accordance with its default provisions.

(b) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to health or safety, the Contracting Officer or the authorized representative of the Contracting Officer shall notify the Contractor orally, with written confirmation from the Contracting Officer, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the representative of the Contractor at the worksite, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective

action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contracting Officer or the authorized representative of the Contracting Officer may inform the Occupational Safety and Health Administration, or other cognizant federal, state, or local officials, of such notification. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(c) The Contractor shall insert this clause, including this paragraph (c) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made by the prime contractor to a subcontractor pursuant to paragraph (b) of this clause.

I.85 152.223-705 Accident Reporting (AUG 1996)

(a) The Contractor shall provide oral notification to the Contracting Officer or the authorized representative of the Contracting Officer when an accident occurs on Federal property in connection with performance of this contract. Notification must be given not later than twenty-four (24) hours after the accident occurs.

(b) When requested by the Contracting Officer or the authorized representative of the Contracting Officer, the Contractor shall conduct an investigation of the accident and shall prepare a report that identifies all pertinent facts related to the accident. The report shall include, but not be limited to, the underlying cause(s) of the accident and the actions the Contractor shall take to prevent the recurrence of similar accidents. The Contractor shall submit the report to the Contracting Officer or the authorized representative of the Contracting Officer not later than fourteen (14) calendar days from the date the accident occurs.

(c) The Government may elect to conduct an investigation of the accident with the assistance of the Contractor.

(d) Compliance with the provisions of this clause shall not entitle the Contractor to an equitable adjustment in contract price or to an extension of performance schedule.

(e) The Contractor shall incorporate this clause, including this paragraph (e), in all subcontracts, with appropriate changes in the designation of the parties.

**I.86 152.227-7030 Technical Data - Withholding of Payment (MAY 1994)
(Modified)**

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not specifically authorized by this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of five percent (5%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) After payments total ninety-five percent (95%) of the total contract price or amount and if all technical data specified to be delivered under this contract has not been accepted, the Contracting Officer may withhold from further payment such sum as the Contracting Officer considers appropriate, unless a lesser withholding limit is specified in the contract.

(c) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

I.87 152.229-700 Tax Audits (AUG 1996)

If federal, state, or local tax officials request access to information under this contract, the contractor shall immediately notify the Contracting Officer. The contractor shall also request that the tax officials identify, in writing, the specific information sought for review and shall forward the response and any related documentation to the Contracting Officer. Failure to provide notice to the Contracting Officer may be grounds for denying a cost/price adjustment for the resulting tax liability, if an adjustment is otherwise authorized by law and the terms of this contract.

I.88 152.242-717 Contractor Personnel Supervision (DEC 2001)

The Contractor's personnel shall at all times be considered and recognized as employees of the Contractor and under the Contractor's control. In order to ensure that the services defined in the Statement of Work are satisfactorily performed, the Contracting Officer, or designee, shall issue directions and requirements concerning the work to the designated supervisory personnel of the Contractor who shall, in turn, ensure that the requested services are performed in a manner satisfactory to such Contracting Officer or designee.

I.89 152.245-5 Agency Alternate to FAR Clause 52.245-5 (JAN 2000)

(a) FAR Clause 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) is modified only as indicated below:

(g)(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--

(b) All other parts of FAR clause 52.245-5 remain unchanged.

**I.90 152.252-700 Clauses Requiring Access by Other Government Entities
(AUG 1996)**

Several clauses in this contract require access by, or require reporting to, other Federal agencies to the Contractor's records for compliance determinations or other reviews. To the extent any such review involves this contract, the Contractor shall obtain the Contracting Officer's written

permission or guidance before participating in any such review or determination.

SECTION J - LIST OF ATTACHMENTS

Attachment 1 - Statement of Work entitled Enterprise
Engineering Contract dated 9 April 2003

Attachment 2 - Award Term Plan

Attachment 3 - Contract Data Classification Guide (CDCG)

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

K.1 52.203-11 Certification and Disclosure Regarding Payments to
Influence Certain Federal Transactions. APR 1991

K.2 52.204-3 Taxpayer Identification. (OCT 1998)

(a) *Definitions.*

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

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

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

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

(d) *Taxpayer Identification Number (TIN).*

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(f) *Common parent.*

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

Name and TIN of common parent:

Name _____

TIN _____

K.3 52.204-5 Women-Owned Business (Other Than Small Business). (MAY 1999)

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

K.4 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (DEC 2001)

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

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

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [*] have not [*], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust

statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [*] are not [*] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

K.5 52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

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

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

K.6 52.219-1 Small Business Program Representations. (APR 2002)

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

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

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

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

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business

concern.

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

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate 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.

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

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

(1) Means a small business concern -

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

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

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

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

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

(1) Not less than 51 percent of which is owned by one or more

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

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

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

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

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

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

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

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

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

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

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

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

K.8 52.222-38 Compliance with Veterans' Employment Reporting Requirements.

DEC 2001

K.9 52.225-2 Buy American Act - Certificate. (MAY 2002)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act - Supplies" 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.

(b) Foreign End Products:

Line Item No Country of Origin
[List as necessary]

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

K.10 52.227-6 Royalty Information. (APR 1984)

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

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

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

K.11 52.227-7 Patents - Notice of Government Licensee. (APR 1984)

The Government is obligated to pay a royalty applicable to the proposed

acquisition because of a license agreement between the Government and the patent owner. The patent number is [Contracting Officer fill in], and the royalty rate is [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

Owner Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

K.12 52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data - General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] -

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

N/A

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data - General."

K.13 52.230-1 Cost Accounting Standards Notices and Certification. (JUN 2000)

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

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

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

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

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

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

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

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: []

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

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

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

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

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

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

] yes] no

K.14 52.230-1 Cost Accounting Standards Notices and Certification. (JUN 2000) Alternate I (APR 1996)

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

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

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

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

provision.

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

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

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

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

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

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: []

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

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

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

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in

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

(5) *Certificate of Disclosure Statement Due Date by Educational Institution.* If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

(i) A Disclosure Statement Filing Due Date of [] has been established with the cognizant Federal agency.

(ii) The Disclosure Statement will be submitted within the 6-month period ending [] months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official
Where Disclosure Statement is to be Filed: []

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

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

yes no

**K.15 52.237-8 Restriction on Severance Payments to Foreign Nationals.
(OCT 1995)**

K.16 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

K.17 152.204-713 Industrial Contractors Polygraph Program (JUL 1997)

Security is a criterion in the evaluation of proposals received in response to this solicitation. Participation in the Industrial Polygraph Program is a mandatory requirement. The polygraph coverage under this program consists of counterintelligence issues and lifestyle polygraph interview for an ISSA/TS and a counterintelligence issue polygraph for an ISA/TS. Please indicate your willingness to participate in this Industrial Polygraph Program by checking the appropriate box below.

Will Participate
 Will Not Participate

K.18 152.211-702 Certification of Metric Measurement System (SI) Usage (AUG 1996)

The metric system of measurement is the preferred system of weights and measures for United States trade and commerce. Each Federal agency must use the metric system of measurement in its procurements, grants, and other business-related activities to the extent economically feasible.

Unless this solicitation specifies otherwise, the Offeror certifies by signing this offer that the supplies, components, reports, documentation, or services to be designed, fabricated assembled, delivered or performed under the contract are in accordance with the "International System of Units (SI)", or the "Metric System", as defined by clause 152.211-703 of this contract.

ENTERPRISE ENGINEER RFP

Sections L&M

April 9, 2003

*Instructions, Conditions, and
Notices to Offerors*

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 General**

To compete for the Contract described in this Request for Proposal (RFP), the Offeror must submit a proposal that consists of the following: (1) a Cover Letter/Offer Volume, (2) Management Volume, (3) Technical (Oral Presentation) Volume, (4) a Past Performance Volume, (5) a Cost Volume, and (6) a Security Plan Volume.

Please note that, when the Government evaluates the Offeror's proposal, it will consider how well the Offeror complied with these instructions. The Government will consider any failure to comply with these instructions to be indicative of what could be expected from the Offeror during Contract performance. Please contact the Contracting Officer (appelj@nima.mil) for elaboration of any part of these instructions.

L.2 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

NOTICE: Pursuant to FAR subpart 52.252-1 "Solicitation Provisions Incorporated by Reference" the following contract clauses are hereby incorporated herein by reference:

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52-232-38	Submission of Electronic Funds Transfer Information with Offer.	(MAY 1999)
52.215-1	Instructions to Offerors – Competitive Acquisition	(MAY 2001)

L.3 52.211-14 Notice of Priority Rating for National Defense Use (Sep 1990)

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

L.4 Organizational Conflict of Interest

The prime contractor for the GeoScout effort is prohibited from performing as the prime contractor for the Enterprise Engineer effort. Furthermore, the GeoScout prime contractor is

restricted to performing substantially less than **50%** of the Enterprise Engineering subcontracting effort. Contractors will be required to submit Organizational Conflict of Interest (OCI) plans to mitigate the potential conflict caused by any contract team overlap.

L.5 52.216-1 Type of Contract (Apr 1984)

The Government contemplates awarding a **Cost Plus Award Fee (CPAF)/Award Term Level of Effort** contract resulting from this solicitation.

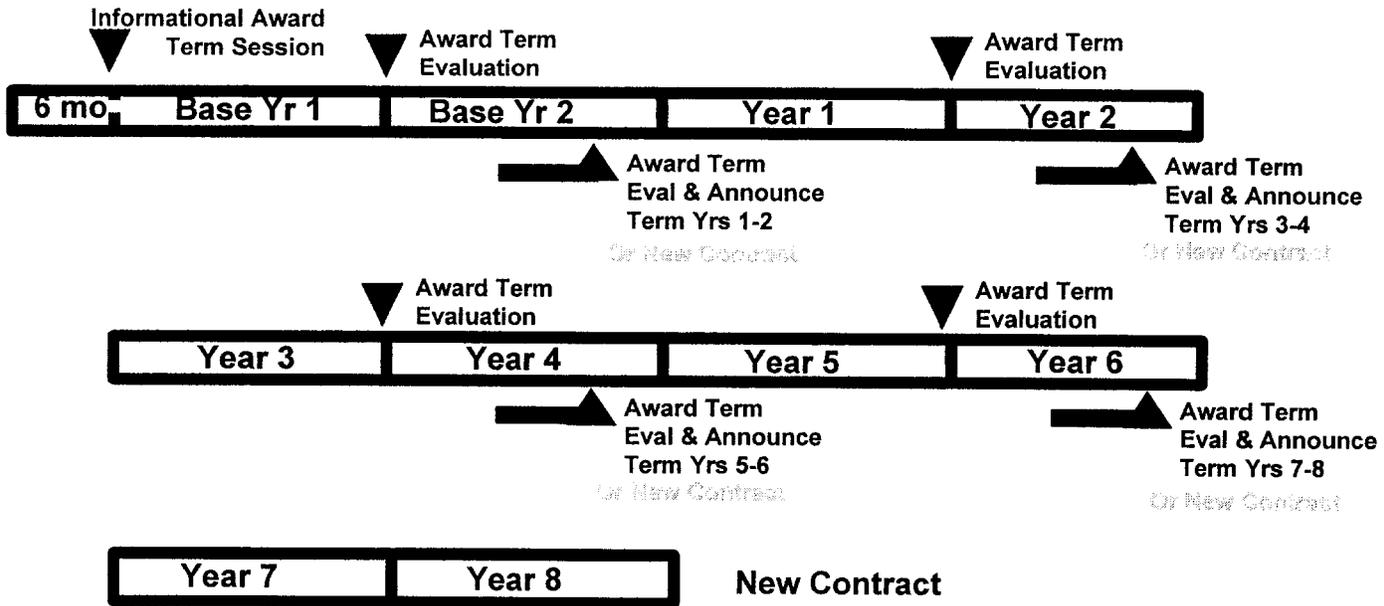
The resultant contract will consist of two Award Fee Incentive Arrangements as well as an Award Term Incentive Arrangement.

One Award Fee arrangement will be used primarily to motivate the desired level of Enterprise Engineer interaction and cooperation with other elements within and external to NIMA (i.e. GeoScout, NJVC etc.).

The other Award Fee arrangement will be used to motivate the Enterprise Engineer contractor's progress in achieving the overall goals of the Enterprise Engineer Statement of Work (SOW).

The Award Term arrangement will identify the criteria and timing the Government will use to determine Award Term extensions to the Enterprise Engineer contract.

EE Award Term Timeline



*The information displayed by this chart is notional

L.6 52.233-2 Service of Protest (Aug 1996)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from Jean Appel, ACA, National Imagery and Mapping Agency, MS P-65, 12310 Sunrise Valley Drive, Reston, VA 22091-3449 and, General Counsel, MS D-10, National Imagery and Mapping Agency, 4600 Sangamore Road, Bethesda, MD 20816.

The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with GAO.

L.7 152.215-1 Agency Alternate to FAR Clause 52.215-1 (JAN 1998)

FAR Clause 52.215-1, Instructions to Offerors – Competitive Acquisition, is modified only as indicated below:

(f) Contract Award:

- (1) The Government intends to award a contract to a contractor resulting from this solicitation whose proposal represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and select, without discussions, an Offeror(s) for final negotiations. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.8 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)**(a) *Exceptions from cost or pricing data.***

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

- i. *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a government body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - ii. *Commercial item exception.* For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include –
 1. For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
 2. For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
 3. For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.
- b. *Requirements for cost or pricing data.* If the Offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
 1. The Offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR subpart 15.408.
 2. As soon as practicable after agreement on price, but before contract award (except for un-priced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR subpart 15.406-2.

L.10 Information to Offerors

The completion and submission of the required items in Section L will constitute the proposal. NIMA acceptance of the proposal will result in a binding contract. Table L.10-1 provides additional instructions specific to attachments, page limits, and delivery media. Offerors shall prepare and submit the following proposal materials and copies in accordance with Table L.10-1

Table L.10-1 Proposal Format Summary

Proposal Component	Delivery Media	CD-ROM File Names	Page Limits
Volume 1 - Cover Letter/Offer (see Section L.12)	2 CD-ROM Hard Copy 1- Original 3 - Copies	V1.XXX	No Limits
Volume 2 - Management (see Section L.13)	2 CD-ROM Hard Copy 1- Original 14 - Copies	V2.XXX	200 pages
Volume 3 – Technical (Oral Presentation) (see Section L.13.2)	2 CD-ROM Hard Copy 1- Original 40 - Copies	Oral.XXX	120 scenes (a scene consists of a left and right hand slide)
Volume 4 – Past Performance (see Section L.14)	2 CD-ROM Hard Copy 1- Original 4 - Copies	V4.XXX	Page limits as specified in Section L.14
Volume 5 – Cost (see Section L.15)	2 CD-ROM Hard Copy 1- Original 3 - Copies	V5.XXX - PPAS CostForm.xls Cost.doc	No Limits
Volume 6 – Security (see Section L.16)	2 CD-ROM Hard Copy 1- Original 2 - Copies	V6.XXX	No Limits

L.10.1 Proposal Submission Instructions

All volumes of the proposal, **with the exception of Volume 4**, shall be received **NLT 28 May 2003, 1400 EST** at the location specified below:

TICOM, Inc.
ATTN: Jean Appel, CO / John Bayne, AC
RFP No. 2003-K-0004, "Enterprise Engineer"
14520 Avion Parkway, Suite 100
Chantilly, VA 20151

The Past Performance Volume 4 (including a classified addendum, if applicable) shall be received **NLT 8 May 2003, 1400 EST** at the location specified below:

National Imagery and Mapping Agency
ATTN: Jean Appel, ACA, MS P-65
12310 Sunrise Valley Drive
Reston, VA 22091-3449

The contractor shall submit **one additional copy** of the proposal (hardcopy and softcopy) to the cognizant DCAA Office no later than **28 May 2003**.

The following wording shall be placed in a conspicuous location on the outside of all packages or envelopes containing offer material.

TICOM, Inc.
ATTN: Jean Appel, CO / John Bayne, AC
RFP No. 2003-K-0004, "Enterprise Engineer"
14520 Avion Parkway, Suite 100
Chantilly, VA 20151

Additional Packing Instructions: Proposal binders shall be packed in boxes. The boxes shall be sequentially numbered and shall indicate the total number of boxes (i.e., Box 1 of 4). Box numbers shall be placed on all sides of the box itself. Box one (1) shall include the disks with the softcopy submission and a master packing list. The master packing list shall list the contents (i.e., Volume Number, Copy Number, and Name) of each box, by box number.

Classified information: Where classified information is required in your response, it shall be provided as a classified supplement and bound in a single addendum to Volume 1 "Cover Letter/Offer." Classified Past Performance information shall be submitted early with the Past Performance Volume 4. Each entry in the classified addendum shall be referenced to the proposal volume, page number, and paragraph number to which it applies. Similarly, a reference shall be placed in the unclassified volume where the classified insert applies, giving the page and paragraph numbers within the addendum where it can be found. Binding and labeling of the

addendum as well as submission shall conform to the same directions as those given in this instruction to Offerors for unclassified portions. The classified addendum shall be separately bound with an applicable security designation color cover, conforming to the Contract Data Classification Guide (CDCG) of this RFP. Pages in classified addenda will be included in the page count for the applicable volume.

All cost or pricing information shall be UNCLASSIFIED.

L.10.2 Point of Contact

The Contracting Officer (CO), Jean Appel, is the sole point of contact for the Enterprise Engineer acquisition. **Any and all questions regarding any aspect of this RFP must be addressed only to the Contracting Officer.** The CO will use the Acquisition Center of Excellence (ACE) Acquisition Research Center (ARC) web site (<http://arc.westfields.net/ee>).

It is the Offeror's sole responsibility to access the web site routinely to obtain current information relevant to this acquisition (i.e., announcements, updates to the technical data package, technical and contractual Q&A, amendments to RFP, etc.).

L.10.3 Participation by Acquisition Center of Excellence (ACE) in the Evaluation of Proposals

NIMA intends to utilize a Government organization, the NRO's Acquisition Center of Excellence (ACE), relative to this acquisition. The ACE provides both acquisition and facility support through a number of contracts with various contractors. The companies providing support to the ACE are identified as follows:

**Companies Providing
ACE Acquisition Support**
TICOM, INC.
Welkin Associates, Ltd.
Scitor Corporation
Telcolote Research, Inc.
TASC

**Companies Providing
ACE Facility Support**
Booz, Allen, & Hamilton
MRJ
IDS

Companies providing support through ACE will NOT participate as evaluators, but will provide assistance to Government acquisition personnel. The exclusive responsibility for source selection remains with the Government. Non-Disclosure and Organizational Conflict of Interest Certificates for all ACE contractor support personnel participating in this source selection are on file with the NRO Office of Contracts ACE.

L.10.4 Participation of Support Contractors in the Evaluation of Proposals

NIMA has contracted with The MITRE Corporation for advisory assistance during the Enterprise Engineer source selection. NIMA's contract with MITRE as well as the employment contracts between MITRE and their personnel, prohibit the unauthorized dissemination of data to which it or its employees have access. It is the Government's intent to use the services of these personnel

in a purely advisory role in the evaluation of offers. The exclusive responsibility for source selection remains with the Government. Non-Disclosure and Organizational Conflict of Interest Certificates are on file with the Contracting Officer.

L.11 PROPOSAL FORMAT AND SPECIFIC CONTENT

L.11.1 General Guidance

This section of the instructions to Offerors provides general guidance for preparing the proposal as well as specific instructions on the format and content of the proposal. The Offeror shall be compliant with the requirements as stated in the Enterprise Engineer Statement of Work (SOW). Furthermore, the Offeror's proposal shall be submitted in accordance with the instructions to Offerors (Section L of this RFP). Non-conformance with the instructions to Offerors may result in an unfavorable proposal evaluation.

The Offeror's proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. The Offeror shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the Offeror's proposal.

If an Offeror does not understand these instructions, then it should write to the Contracting Officer for clarification sufficiently in advance of the deadline for receipt of the offer to get an answer in time to meet that deadline.

The Government intends to award to one contractor who is deemed responsible in accordance with the Federal Acquisition Regulation, as supplemented and whose proposal conforms to the solicitation requirements. In addition, the Government reserves the right to award no contract at all, depending on the quality of the proposal, the availability of funding, and the continued existence of the requirement.

In order to award a contract, the Government must have received an acceptable offer. An offer is acceptable when it manifests assent to all of the terms and conditions of Sections A through K of this RFP, which includes the solicitation provisions, contract clauses, specification, and documents, exhibits, and attachments. The Government will declare an offer to be unacceptable if it does not manifest the Offeror's assent to all such terms and conditions.

The Government may reject the proposal if it is evaluated to be unrealistically high or low in cost when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

L.11.2 Discrepancies

If the Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the CO in writing with supporting rationale.

L.11.3 152.215-723 Proposal Preparation Instructions (JAN 2001)

This section is provided to assist the Offeror in preparing a proposal in response to this solicitation and to assist the Government in determining the Offeror's relative ability to satisfy the solicitation requirements. These instructions are not intended to unduly restrict the Offeror's proposal effort. Questions concerning these instructions should be directed to the Contracting Officer.

- (a) Separate volumes for the elements of your proposal shall be prepared according to the following table. All proposal volumes shall be **UNCLASSIFIED** to the greatest extent possible. Every submission, whether hardcopy or softcopy, must be properly identified and marked with the proper classification. Each volume shall be written or presented on a stand-alone basis. Information required for proposal evaluation that is not found in its designated volume or presentation will be assumed to have been omitted from the proposal.

- (b) Cross-reference Matrix.

The offer shall provide a cross-reference matrix indicating by CLIN, Section L, and SOW the corresponding proposal paragraph(s) in that volume. The Cross-reference Matrix shall contain, at a minimum, the data shown in the table below:

CLIN	Section L	SOW	Proposal
0003	L.8.4	4.18	Vol 2, pg xx

- (c) Proposal Volumes Format.

To aid in evaluation, each proposal volume shall follow the same general format. All Proposal Volumes shall contain a Title Page, a Table of Contents, a List of Acronyms, Glossary of Terms, and a Cross-Reference Matrix of the Proposal Volume by CLIN, Section L, & SOW.

- (d) Page Limitations.

Page limitations for each volume are identified in Table L.10-1 Proposal Format Summary. Page limitations include charts and graphic material. The title page, table of contents, a list of acronyms, glossary of terms, and cross-reference matrix do not count toward the total page count of each volume and will not be evaluated. Classified information for a particular volume that is included in Addendum 1 to the Cover Letter/Offer shall count towards the page limitations for the volume it references. Pages not in the page count shall be numbered with Roman numerals (i.e., iv).

(e) Proposal Page Format.

(1) Format: A "page" will consist of print on one length of 8 1/2 inch by 11-inch paper. Paper printed on two sides will count as two pages. In accordance with the clause at FAR subpart 52.204-4, NIMA encourages the use of two sided printing and reproduction. Foldouts shall not exceed 10% of the total volume page count for any single volume. Each 11X17 foldout page shall count as two (2) pages, single sided and four (4) pages, double sided, against the page limitations. Page margins will be a minimum of 1 inch on top, bottom and each side. Volumes 1 and 4 (Cover Letter/Offer and Cost) are exempt from the 1-inch margin rule for mandatory forms, boilerplate, and exhibits that are pre-formatted and do not conform to the 1-inch margin requirement, but will be considered in the page count as specified. Partial pages count as a full page for page limitation purposes. All pages within a page-limited section shall be consecutively numbered, starting at page one, and shall not exceed the page limitation.

(2) Text Type Size.

Text Type Size shall be 12 point Times New Roman font. Typesetting or other techniques to reduce character size or spacing are not permitted and are considered a deliberate attempt to circumvent the page limitations. No pen and ink changes are allowed. Two column presentation and use of bold face type for paragraph headings is acceptable. Text lines shall be spaced at a minimum of 14.0 points (i.e., single spaced) and text lines shall not exceed 45 lines per column per page, including heading.

(3) Illustrations and Tables: Slides, Tables, or Diagrams shall not exceed 8-1/2 X 11 inches. Color is permitted. Otherwise, all text shall be black. All information (except for document numbers, classification markings, page numbers, etc.) shall be provided within the page margins identified in paragraph (e)(1). Figure callouts may be single-spaced. The font size for illustrations and tables shall be no less than:

Art: 8 point Times New Roman or Sans Serif
Tables: 8 point Times New Roman or Sans Serif
Titles: 10 point Times New Roman, bold, initial cap

(4) Binding.

Each volume shall be complete in itself and shall contain sufficient information to permit a detailed evaluation. Each volume shall be contained in a separate, loose-leaf, three-ring binder. The volume title, copy number, and the company's name shall be placed on the spine, on the front cover, and on the title page of the binder. The pages for the title page, table of contents, and cross-reference matrix will not be numbered. Page 1 of the volume is defined as the first page after the title page, table of contents and cross-reference matrix. All pages shall be numbered sequentially from the first to the last page using only Arabic numerals. Attachments and appendices may be separately page numbered. Pages printed on both sides shall be numbered on both sides. Each volume will contain a matrix that identifies those pages within the main volume, attachments and appendices which contribute towards the page count and are subject to evaluation.

(f) Any proposal pages submitted which exceed the page limitations set forth in Table L.10-1 Proposal Format Summary or proposal pages failing to meet the format in paragraph L.11.3 (e) will not be read or evaluated, and hardcopy pages of the original and all copies will be returned to the Offeror.

(g) Electronic Format

(1) This section is intended to provide information to the Offeror on the electronic format and application software to be used for submitting softcopy proposals. Use of the software and procedures described in this section reduces the amount of time and effort needed by the Government to receive and install proposals onto the electronic evaluation system and will help to ensure that proposals are suitable for reading electronically. The information regarding electronic products listed below should not be construed as Government endorsement for such products. In the event of inconsistencies between the hardcopy and softcopy versions of the proposal, the ***hardcopy*** version shall take precedence (except for Volume 4). Efforts by the Government to clarify and install electronic proposal submissions in accordance with FAR subpart 15.207(c) will not be considered discussions. The Offeror is encouraged to load and use their softcopy submission on a system equivalent to the Government's to ensure that the Government will be able to load the softcopy submission.

Note: Electronic submission does not satisfy delivery of proposal. Hard copies must be received to meet the delivery requirements.

(2) Evaluation Hardware

The Government will use the hardware listed in Table A:

Table A: Evaluation Hardware

Item	Equipment
Server	DEC Alpha running Windows NT 4.0
Workstations	IBM-compatible Pentium PCs running Windows NT Workstation 4.0
Printer	Laser printers: DELN17ps (B/W) and Tektronix Phaser 350 (color)
Tape Backup (Server)	Digital DLT-tape IV

(3) Evaluation Software

The Government will access the softcopy versions using a network running Microsoft Windows NT Server 4.0 and Workstation 4.0, Microsoft Office 97, Microsoft Project 98, Microsoft PowerPoint.

The Government will use Mainstay Software Corporation's Proposal Pricing and Analysis System (PPAS) product for evaluation and analysis of the cost volume. Detailed instructions for submitting the cost volume are included at L.15.

(4) Electronic Media

The Offeror shall submit its proposal on CD-ROM formatted to operate on the Government's proposal evaluation system as described in paragraphs (g) (2) and (g) (3) above. The softcopy Oral Presentation (Volume 3) shall be submitted on a separate CD-ROM. There is no limit to the number of CD-ROMs that may be submitted as long as the page limitations of each proposal volume are met. The Offeror shall virus scan the CD-ROMs prior to submittal.

(5) File Naming Conventions

The Offeror shall name files using standard naming conventions that clearly identify the file. Valid extensions for files using the above applications are ".xls" for Microsoft Excel 97, ".mpp" for Microsoft Project 98, and ".ppt" for Microsoft PowerPoint. Each file shall be stored in a folder that corresponds to the proposal volume it represents. The files within the folder shall be named in an unambiguous manner, using plain text language, which facilitates the evaluator's ease of accessing the files for evaluation. The Offeror shall insert the file name in the header of each document.

(6) Links

The Offeror shall hyperlink information in its proposal when possible and prudent (i.e., cross-references made to other sections, tables, or figures within that document). The Offeror shall make the existence of hyperlinks obvious through the use of an outline box, different font color, underlining, or other highlight method.

(7) Multimedia

Sound or video files shall not be embedded into proposal documents.

(8) Graphics

Graphics, which are embedded into documents, shall be kept as simple as possible. Complex graphics require longer periods for the computers used in the evaluation system to draw and redraw these figures, and scrolling through the document is slowed significantly.

- a. Limit colors to 256 colors at 1024 x 768 resolution; avoid color gradients.
- b. Simplify the color palette used in creating figures.
- c. Be aware of size for graphics files. Large files are discouraged.
- d. Avoid scanned images.

L.11.4 Site Visit

Each Contractor serving as the role of "Prime" on the offering teams will be provided an opportunity to preview and coordinate activities during an on-site visit at the orals briefing facility. This pre-coordination site visit will be held during the week of 12 May 2003 at the Mission Partners' Facility (MPF), 14520 Avion Parkway, Chantilly, VA 20151. The staff of the MPF will have the following functions represented at the meeting: Information Technology (IT), Security, Administrative, and Facility Coordination. The Prime Contractor for each offering team should be prepared to discuss these several functional areas during the meeting that will last no longer than one hour. An appointment to schedule a Pre-Coordination Site Visit can be made

by calling Claudia Mabry, MPF Facility Manager, at 703-227-1333, or Kelly Miller, MPF Security, at 703-227-1366 before 1600 on 08 May 2003.

L.12 VOLUME 1 - COVER LETTER/OFFER

L.12.1 Cover Letter

A cover letter, signed by an official authorized to legally bind the Offeror is to be attached to offers. The first page of the proposal's cover letter must show:

- a. The solicitation number.
- b. The name, address, and telephone and facsimile numbers of the Offeror.
- c. Names, titles, and telephone and facsimile numbers of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.
- d. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- e. Names and telephone numbers of persons to be contacted for clarification or questions to this proposal (No more than two (2) people may be listed).
- f. Provide the mailing address, telephone, and fax numbers for the cognizant DCAA Office.
- g. Statement that the proposal is firm for a period of not less than one hundred twenty (120) days from the proposal due date.
- h. Statement as to the acceptance of the proposed contract provisions and proposed contract schedule.

L.12.2 Offers

The completion and submission to the Government of the items listed below shall constitute an offer and shall indicate the Offeror's unconditional consent to the terms and conditions of the RFP. Objections to any of the terms and conditions of this RFP may be considered by the Government to be unacceptable.

Standard Form 33, "Solicitation, Offer, and Award," with blocks 12 through 18 completed by the Offeror.

RFP Section B, "Supplies or Services and Prices/Costs," with the Offeror proposed contract line item prices inserted in the appropriate spaces.

RFP Section H, "Special Contract Requirements", the Offeror's proposed names of Key Personnel inserted in the appropriate space.

RFP Section I, "Contract Clauses," with the Offeror's proposed Subcontracting Plan and a Mitigation Plan IAW the Organizational Conflict of Interest clause.

RFP Section K, "Representations, Certifications, and Other Statements of Offerors," completed by the Offeror.

L.12.3 Classified Addendum

Where classified information is required in your response, it shall be provided as a classified supplement and bound in a single addendum to Volume 1 "Cover Letter/Offer." Classified Past Performance information shall be submitted early as a separate addendum to the Past Performance Volume. Each entry in the classified addendum shall be referenced to the proposal volume, page number, and paragraph number to which it applies. Similarly, a reference shall be placed in the unclassified volume where the classified insert applies, giving the page and paragraph numbers within the addendum where it can be found. Binding and labeling of the addendum as well as submission shall conform to the same directions as those given in this instruction to Offerors for unclassified portions. The classified addendum shall be separately bound with an applicable security designation color cover, conforming to the CDCG of this RFP. Pages in classified addenda will be included in the page count for the applicable volume.

L.13 VOLUME 2 -MANAGEMENT VOLUME

L.13.1 Management Plan

The Management Plan shall include, as a minimum, a staffing plan, a staff qualification matrix, personnel retention strategy, transition plan, and a Sub-Contractor management strategy. The Offeror's proposed Staffing Plan and Staff Qualifications Matrix shall include the technical capacity to develop compelling business case analyses and trade studies, including Life Cycle Cost Estimates (LCCEs).

The Offeror's Management Plan shall be feasible in accomplishing the SOW tasks. The Management Plan describes an effective means for interaction with GeoScout, Operational & Sustainment (O&S), heritage and legacy contractors, and NIMA resources over the life of the contract (i.e., it demonstrates a clear understanding of roles and responsibilities of each group).

The Management Plan shall contain a detailed description describing how the Offeror will effectively facilitate the interchange of information, coordination of resources, identification of issues, and resolution of problems among the Offeror, GeoScout, O&S, heritage and legacy contractors, and Government entities. The Management Plan shall explain how the Offeror plans to evolve the interaction information interchange processes over the life of the contract. Barriers to information exchange shall be highlighted with viable risk mitigation activities clearly identified. The Offeror shall provide a Corporate Organizational Chart that clearly identifies the corporate office supporting this program which includes all management levels and reporting channels down through the program office established for this contract. The Management Plan provides a detailed description of how their proposed organization is designed to quickly and successfully respond to the changing needs of the customer and the GeoSpatial Intelligence environment and still maintain a reasonable management span of control.

(a) Staffing Plan

The Offeror's proposed staffing plan shall identify key personnel who are well qualified in their respective areas of responsibility. The Offeror's proposed staffing plan shall demonstrate that adequate numbers of qualified, cleared, and skilled personnel are properly allocated to the contract, including those who are transitioning from other contracts. The staffing plan shall show that the number of key management positions they have proposed are adequate and similar to those provided in other successful enterprise engineering projects of similar size, scope and complexity. Offeror's proposed key personnel in technical positions shall have a Bachelors Degree or higher and a minimum of ten (10) years experience in intelligence or geospatial specialties or systems engineering. Offeror's proposed key personnel in management positions shall have proven project and resource management experience of at least ten (10) years. All proposed key personnel positions shall have superior communications skills, interpersonal and organizational skills as well as appropriate experience at both the strategic and tactical levels of systems engineering.

The Offeror shall submit resumes for proposed key personnel (e.g. Program Manager, Chief Architect, Chief Engineer, etc.) to demonstrate they have an appropriate depth and breadth of experience, skills, education and expertise for their respective areas of responsibility.

The Offeror shall provide a description of the Offeror's approach for providing key personnel with relevant experience, necessary skills and knowledge in the areas defined in the solicitation.

The Offeror shall also provide a summary of the availability of or the ability to propose personnel with requisite security clearances.

(1) The Offeror must submit resumes for Key Personnel. Proposed Key Personnel are those persons, whether employed by the Offeror or by one of the Offeror's prospective subcontractors, who will occupy any of the key personnel positions.

(2) Resume Format – Resumes shall be presented as described in the Offeror's work breakdown structure. The person's name shall appear centered at the top of the first page of the resume.

Each resume shall conform to the following outline:

- a. Job Title: Proposed job title on the Enterprise Engineering
- b. Duration: Planned duration of the assignment.
- c. Allocation: Percentage of time to be committed.
- d. Current Assignment: Position presently occupied, to include title and organization and employer.
- e. Availability: Relationship to the Employer (full/part-time, prime contractor employee/sub-contractor employee) and length of relationship or letter of commitment.
- f. Education: Degree, School, Majors and Minors, and Year Graduated.
- g. Qualifications: Provide a brief summary of training and a rationale of why the individual proposed is qualified to work on the Enterprise Engineering

- h. Reasons: Reasons for selection. Why was this individual selected for assignment or resume presentation?
- i. Experience: Provide a list showing the programs on which the individual has worked. List the highest position held on each program and the duration, including the starting and ending dates, of assignment to each program.
- j. Security Clearance: Current security clearance status and date of most recent SBI.
- k. Disclosure Statement: Each resume shall contain the following statement and signature: *"I consent to the disclosure of my resume (or other personal data) for evaluation purposes regarding the proposal of the Enterprise Engineering Contract."*

(3) Contingency Resume: Submission of personnel resumes of individuals not currently employed by or with whom the Offeror does not have a bona fide employment contract shall also provide a phase in plan showing availability of the qualified personnel and length of time required to reach full support. Contingency resumes must include a statement signed by the individual being proposed that clearly states their intent to enter into employment with the contractor.

(b) Staff Qualification Matrix

The Offeror's proposed Staff Qualification Matrix shall provide a technical staff that possesses extensive System Engineering (SE) expertise (experience and education). The Offeror's proposed Staff Qualification Matrix shall reflect the appropriate authorization/issuing agency for the security clearance (i.e. DoD or CIA.) Appendix 3 shall be used to build the Staff Qualification Matrix.

(c) Personnel Retention Strategy

In the Management Plan, the Offeror shall describe a credible personnel retention strategy for retaining professional contract staff. The Offeror's proposed personnel retention strategy shall demonstrate or explain how their strategy will result in a low (10% or less per year) turnover rate in professional staff. The Offeror shall describe a credible recruiting plan to rapidly fill any vacant positions with qualified personnel over the life of the contract as part of their proposed personnel retention strategy. The Offeror shall cite where the proposed personnel retention strategy has been successfully applied in other projects of similar size and complexity and is a best practice in the industry.

(d) Sub-Contractors Management Strategy

In the Management Plan, the Offeror shall propose an effective process for the management of multiple subcontractors (e.g., management control, cost control, work allocation, payment schedules, incentives.) Only first-tier Sub-Contractors shall be proposed. The Management Plan shall have a Sub-Contractor management strategy with a detailed description of effective methods the Offeror intends to use to manage multiple subcontractors, including task allocation, cost control, payment schedules, and incentives. The Sub-Contractor management strategy shall demonstrate sufficient means of requiring subcontractors to use "best practice" management processes. The Offeror shall illustrate how they have successfully used similar strategies or methods in the past to manage multiple subcontractors and that the proposed methods are best practices. The Sub-Contractor management strategy shall minimize the number of subcontractors

that still achieves all contract objectives. The Sub-Contractor management strategy shall describe in detail how it uses a Systems Engineering (SE) Capability Maturity Model (CMM) maturity level or similar type certification process in the selection of subcontractors or the mitigation measures they will employ if non-certified subcontractors are selected.

If the Offeror plans to subcontract portions of this effort, the Offeror shall indicate how such subcontracting will be integrated, as follows:

1. A description of how subcontractor personnel will be integrated into the entire program management structure.
2. A list and description of specific requirements, services, support, or other elements to be obtained through procurement or subcontracting.
3. A description of the approach to ensure all appropriate requirements will flow down and that sufficient visibility will exist for the Prime Contractor to identify problems during performance by Subcontractor(s).

(e) Transition Plan

The Offeror shall submit a Transition Plan to provide for a properly skilled/staffed transition period. The transition plan shall describe the tasks, the staffing profile, and the schedule to support the contract requirements during the start-up period with emphasis on the steps that will be taken to minimize the impact of the transitions on the day to day operations. The plan shall describe the management approach in evaluating and responding to the additional legacy contract functions which will be assumed during the base year of the contract. The Offeror shall address the process and schedule ensuring the adequate number of properly skilled and cleared personnel will staff this period and meet all of the requirements.

The Government will require the contractor to have all key personnel and 75% of qualified and appropriately cleared personnel proposed in the offer on board upon contract award.

The Offeror shall propose a ramp-up process to get to 90% of the proposed staffing, by 30 days after contract start.

The Offeror shall be ready to submit at time of award a current SF328, "Certificate Pertaining to Foreign Interest" (FOCI), and a "Key Management Personnel List" (KPML). All affirmative answers to FOCI questions must be accompanied by a detailed explanation. All forms must bear an original signature. Copies of previously submitted SF328s will be accepted, if a signed statement attesting that the information on the forms is still current and valid accompanies them.

The Source Selection Evaluation Board will address each of the four (4) evaluation sub-factors identified in Section M.4 Assessment Criterion Factor 1.0 Management for Enterprise Engineering, as a minimum.

(f) AD-HOC Activities

Each offeror shall set up a CLIN which will be used to support all Ad-Hoc activities across the contract for each period. These activities require experienced personnel and should be filled with the mix of 70% Senior Engineers and 30% Mid-Level Engineers.

L.13.2 Volume 3 Technical (Oral Presentations)

(a) General

Each Offeror must make an oral presentation to the Government's evaluation team. The Evaluation Team will evaluate the oral presentation in accordance with the factors listed under the Technical Areas in Section M of this RFP. The Offeror's representatives must show by the presentation and by their answers to the Government's clarification questions that, (1) they understand the Government's requirements, (2) they are familiar with the kinds of problems that may develop during performance, and (3) they are capable of developing practicable and effective solutions to those problems.

The Government will conduct a drawing to determine the order in which the contractors are assigned their oral presentation day. The Contracting Officer will schedule the oral presentations and notify each Offeror of the scheduled date, time, and location of its presentation within **7 days** of the final proposal submission. The Government will hold oral presentations in **June 2003**. The Offeror must make its oral presentation in accordance with the instructions in sections L and M of this RFP and any additional instructions the Contracting Officer may provide. The Contracting Officer may reschedule an Offeror's oral presentation at the Contracting Officer's sole discretion. Oral presentations are limited to **four hours**. On the second day, the Government will provide a problem set to be reviewed and solution(s) presented. This presentation will be limited to two hours. Breaks will be scheduled by the Government of at least 10 minutes per hour. Breaks will not be counted as part of the two-hour presentation time. The Contracting officer will tell the Offeror when to start its presentation, keep time, and stop the presentation at the end of the allotted time period whether or not the Offeror has finished. The Offeror is limited to submitting and presenting no more than 120 scenes during their Oral Presentation and assumes full responsibility for delivering a clear and complete presentation during the four-hour time period. Any scenes not presented due to time limitations will not be evaluated by the Government.

(b) Technical Oral Presentation (slides)

The Offeror's presenter(s) must be chosen from among the Offeror's proposed key personnel or proposed key subcontractor personnel. The Offeror may not use a professional speaker or consultant to make its presentation. The Offeror may have less, but no more than **eight (8)** representatives, at any given time, in the room during the oral presentation. The Program Manager, the Chief Engineer, the Chief Architect and the Transformation Executive must be in attendance and shall conduct some portion of the briefing. The remaining four (4) invited members are at the discretion of the Offeror. Additionally, one (1) equipment operator may be in attendance to operate the equipment, but does not count against this eight (8) person limitation. Consultants to the Offeror may not attend the presentation.

During the presentation the Government's attendees will not interrupt the Offeror to ask questions (except to request repetition of inaudible words or statements or the explanation of terms that are unknown to them) or otherwise engage the Offeror in any dialogue. The Government will conduct a question and answer session the following day during which the Offeror's representatives must answer questions from the Contracting Officer. The Government may include the Offeror's presentation, or portions thereof, and its answers to questions in any prospective contract. The Government will not permit an Offeror to change its proposal during the oral presentation or the question and answer session.

Items to be covered in this oral presentation shall include, but are not limited to the following:

STRATEGIC

The Offeror's technical approach demonstrates an effective enterprise architecture management strategy, considers NIMA's Geospatial Intelligence community role responsibilities, and demonstrates an understanding of emerging community thrusts and environments, systems, and the effects on the Geospatial Intelligence community role.

The Offeror's approach demonstrates an effective enterprise architecture management strategy with flexible and innovative capabilities, processes, tools and metrics to implement, evolve, and maintain the enterprise architecture according to approved Federal guidelines, and addresses planning for future capabilities.

The Offeror's technical approach demonstrates efficient, responsive and flexible Systems Engineering and enterprise-level Business Process Re-engineering (BPR) capability.

The Offeror's technical approach demonstrates an effective enterprise migration planning process to evolve the enterprise architecture to include consideration of technical and financial planning

The Offeror's technical approach demonstrates an effective strategy for managing the enterprise architecture including the application and evolution of COTS products and standards applicable to NSGI.

TACTICAL

The Offeror describes an effective communication approach for keeping NIMA's customers apprised of NIMA capabilities to support their existing and emerging systems, doctrine, and approach and shows that the proposed approach represents best practices and have been successfully used in other projects of similar scope and size.

The Offeror's technical approach demonstrates an accurate accounting for the quantity of, the frequency, scope and effort required to develop, maintain, and document internal and external interface requirements.

The Offeror's proposed technical approach demonstrates comprehensive knowledge of the breadth and depth of NIMA corporate and mission processes

The Offeror's technical approach demonstrates sound Systems Engineering capability and a comprehensive SE strategy for integrating Government processes and NIMA contractors' processes into the proposed enterprise engineering solution.

The Offeror demonstrates an effective and efficient Independent Verification and Validation (IV&V) approach for delivery of enterprise capabilities accomplished by GeoScout and existing contractors. The Offeror shall demonstrate that the processes are appropriate for the size, scope, and complexity, and that they provide for NSGI Master Schedule considerations and synchronization.

The Offeror's technical approach demonstrates a sound plan to identify and deploy a fully integrated suite of tools, identify types of tools appropriate for the work specified in the contract, explain the integration and flow of data and operations between tools, and explain how the suite of tools can be applied in a wide variety of operational situations to provide accurate and consistent results.

The Offeror's technical approach demonstrates a sound plan to deploy an effective, efficient, and automated documentation and workflow process, including hardware and software considerations for deployment, is appropriate for the size, scope, and complexity of the Enterprise Architecture, and complements processes and tools proposed.

The Offeror's technical approach demonstrates plans to improve enterprise level cost estimation tools and techniques over the life of the contract.

(c) Problem Set Presentation

The Government will provide on the second day, a problem set to be reviewed and solution(s) presented. This presentation will be limited to two hours. Breaks will be scheduled by the Offeror of at least 10 minutes per hour. Breaks will not be counted as part of the two-hour presentation time.

As delineated in the Notional Oral Presentations Schedule (Table 13.2-1), Offerors will be presented with a Problem Set related to the scope of the Statement of Work. Upon receipt of the Problem Set, the timekeeper will begin the two-hour clock for the Offeror's preparation. The government will notify the Offerors when ten minutes remain for their preparation period. The government will stop all work at the end of the two-hour period. The government evaluators/advisors will then be called back into the room and the Offerors will then present their Problem Set Solution. A maximum of two hours is provided for the presentation including questions and answers.

Only those Offeror personnel who participated in the Technical Oral Presentation will be allowed to participate in the Problem Set preparation and solution presentation. No outside communication or assistance will be allowed once the Problem Set has been issued to the Offeror.

To assist the Offerors in their organization and presentation of their problem set solution, Offerors will be provided a PC with MicroSoft Powerpoint capabilities and/or clear acetate sheets with pens.

The question and answer session associated with the Problem Set solution will not constitute discussions, as that term is defined and used in FAR subpart 15.306(d). If the Government decides that discussions are necessary, notwithstanding the intention to award a contract without

discussions, then the Government may discuss the Offeror's oral presentation or the answers that it gave during the question and answer session that followed.

The presentation needs to be restricted to technical content and will not encompass price or cost and fee in any manner for the proposed contract. The presentation team may also expound on any other topics that they consider to be pertinent to a demonstration of their knowledge, competence, and capability to produce/perform so long as that information is presented within the specified time limit.

(d) Question and Answer Presentation

After the Problem Set Solution is briefed, the Offeror will return to the briefing room to answer any clarification questions the Government might have. This exchange of information is not considered Discussions, and is unique to the discovery of adverse past performance information.

Neither the oral presentation nor the question and answer session will constitute discussions, as that term is defined and used in FAR subpart 15.306(d). If the Government decides that discussions are necessary, notwithstanding the intention to award a contract without discussions, then the Government may discuss the Offeror's oral presentation or the answers that it gave during the question and answer session that followed.

The Source Selection Evaluation Board will address each of the four (4) evaluation sub-factors identified in Section M.4 Assessment Criterion Factor 2.0 Technical Approach to Enterprise Engineering Processes, as a minimum.

Table L.13.2-1 Notional Oral Presentations Schedule

DAY 1 – Oral Presentations	
TIME(Hrs)	Activity Description
0800-0830	Contractors Arrive, Sign-in, Badges, etc
0830-1300	Contractor Oral Presentation (4 hours + 3 ea Mandatory 10 Minute Breaks) MAXIMUM: 1 Hour & 15 Minutes Presentation Time between Breaks) CONTRACTOR DISMISSED for the Day
1300-1400	LUNCH
1400-1700	Government Caucus
DAY 2 – Clarifications & Problem Solution Presentation	
TIME(Hrs)	Activity Description
0800-0810	Contractors Arrive and Sign-in
0810-0815	Government: Handout Problem Set
0815-1030	Contractor: Problem Solution PREPARATION
1030-1250	Contractor: Problem Solution PRESENTATION
1250-1305	Government: Handout Clarification Request(s)

1305-1505	LUNCH & Contractor Response PREPARATION
1505-1705	Contractor: Clarification PRESENTATION

(e) Presentation Media.

(1) To ensure Offerors do not spend an inordinate amount of time and money in preparing presentation slides the following specification has been developed. Presentation media are limited to overhead transparencies (slides) or softcopy if unclassified. The softcopy presentation may be presented in Microsoft PowerPoint.

(2) The Offeror must submit its overhead slides and 40 sets of full-scale paper copies of its slides (scenes) in addition to two (2) softcopy versions -- with its proposal submission. Dual slides may be provided but must be landscaped appropriately (i.e. must read like a book). The Offeror must number the pages of the paper copies and bind each set. In order to ensure the integrity of the source selection process, the Offeror must use the overhead slides (scenes) or softcopy submitted to the Government with its offer when making its oral presentation, without alteration. The evaluation team may review copies of the slides prior to and after the presentation. The Offeror may submit no other written documentation for its oral presentation. When evaluating an Offeror's oral presentation the Government will consider only those slides that were actually projected and addressed by the Offeror during the presentation. The Contracting Officer will not permit the Offeror to use slides during the question and answer session that were not projected and discussed during the presentation.

The Government will process overhead slides and copies that are received after the deadline for the submission of offers in accordance with FAR subpart 52.215-1(c)(3). If the slides and copies are late and are not accepted for consideration on the basis of FAR subpart 52.215-1(c)(3), then the Government will consider the Offeror to be ineligible for award and will not permit that Offeror to make an oral presentation and will reject its offer without further evaluation.

Offeror's may utilize the existing Government projector and computer during their presentation. If an offeror chooses to utilize their own projector(s) or other equipment, they assume responsibility for setup and proper functioning of this equipment. The Offeror may not audio or video-record its own presentation. However, the Government may record each Offeror's presentation and the question and answer session. If any portion of the oral presentation or the question and answer session is incorporated into the resultant contract, the Offeror will be provided a copy of the record.

L.14 VOLUME 4 – PAST PERFORMANCE

(a) Offeror's Past Performance

The Past Performance Panel (PP) evaluation will include an assessment of the Offeror's Past Performance Questionnaire data (Appendix 1) collected by Offeror references or other sources. The Offeror must demonstrate through information supplied in the Past Performance Questionnaire and other information available to the Government that their organization meets or exceeds the critical elements of this contract as set out in the four sub-factors of Program Management, Cost Control, Technical Performance, and Timeliness of Performance. Each Offeror is limited to no more than five references each, and is responsible for forwarding the attached Past Performance Questionnaire (Appendix 1) to the appropriate Government official who can attest to contractor performance for that specific reference. The five references must be within the last three years and have yearly contract value of \$40 M or greater. The Offeror is responsible for having the Past Performance Questionnaire (Appendix 1) returned to the NIMA Contracting Officer prior to 8 May 2003. The Past Performance evaluation will include an assessment of each Offeror. Offeror(s) will be given an opportunity to address unfavorable assessments of past performance through communications pursuant to FAR subpart 15.306(b), provided that the Offeror has not had a previous opportunity to review the unfavorable assessments. This exchange of information is not considered Discussions as defined in FAR subpart 15.306(a)(2), and is unique to the discovery of adverse past performance information. If additional data is needed from any of the sources, the Past Performance Panel may conduct interviews or obtain information from other sources (e.g., CPAR Database) in order to obtain sufficient information to complete the panel evaluation.

(b) Offeror's Sub-Contractor's Past Performance

The Offeror shall identify their top four (4) sub-contractors as determined by percentage of either proposed Full Time Equivalent (FTE) personnel or proposed total contract value in the cost volume.

The Past Performance Panel (PP) evaluation will include an assessment of the Sub-Contractor's Past Performance Questionnaire data (Appendix 1) collected by Sub-Contractor's references or other sources. The Sub-Contractors must demonstrate through information supplied in the Past Performance Questionnaire and other inform available to the Government that their organization meets or exceeds the critical elements of this contract as set out in the four sub-factors of Program Management, Cost Control, Technical Performance, and Timeliness of Performance. Each Sub-Contractor is limited to no more than three (3) references each, and is responsible for forwarding the attached Past Performance Questionnaire (Appendix 1) to the appropriate Government official who can attest to contractor performance for that specific reference. The three (3) references must be within the last three years and have yearly contract value of \$10 M or greater. The Sub-Contractor is responsible for having the Past Performance Questionnaire (Appendix 1) returned to the NIMA Contracting Officer prior to 8 May 2003. The Past Performance evaluation will include an assessment of each Sub-Contractors. Sub-Contractors (s) will be given an opportunity to address unfavorable assessments of past performance through communications pursuant to FAR subpart 15.306(b), provided that the Sub-Contractor has not had a previous opportunity to review the unfavorable assessments. This exchange of information is not considered Discussions as defined in FAR subpart 15.306(a)(2), and is unique to the discovery of adverse past performance information. If additional data is needed from any of the sources, the Past Performance Panel may conduct interviews or obtain information from other

sources (e.g., CPAR Database) in order to obtain sufficient information to complete the panel evaluation.

For each of the past performance contracts identified in the Offerors' proposal to include their top four (4) identified Sub-Contractors past performance contracts, the Offeror shall: (1) identify a Point of Contact (POC) (either the Contracting Officer, Contracting Officer's Representative, Contracting Officer's Technical Representative, or the Government Program Manager), (2) provide the POC with a copy of the Past Performance Questionnaire, and (3) request that the POC submit the completed questionnaire to the Government in accordance with the instructions on the questionnaire. The Offeror and its top four Sub-Contractors should complete items 1 through 9 of the Past Performance Questionnaire prior to providing it to each POC. The Government prefers that the POCs should transmit completed questionnaires by FAX (703 755-5340), **but in any case completed questionnaires must be received no later than the date set for submissions of past performance data in order to be considered.**

The Offeror shall provide a completed Past Performance Reference List (Appendix 2), using the format provided in the Appendix 2, identify the POCs who have been provided with the Past Performance Questionnaire and will be submitting completed questionnaires to the Government. The Offeror shall include their top four (4) identified Sub-Contractors past performance references in the Past Performance Reference List. The Offeror shall provide **current phone/FAX information for all POCs**. If necessary, the Government may contact these references to verify information provided in completed Past Performance Questionnaires and, in the case of award fee contracts/orders, to request award fee performance assessments.

The Past Performance Panel will address each of the four (4) evaluation sub-factors identified in Section M.4 Assessment Criterion Factor 3.0 Past Performance, as a minimum.

L.15 VOLUME 5 – COST VOLUME

This volume consists of a presentation of cost or pricing data substantiating the proposed cost of work to be accomplished in completion of the SOW. The Offeror's cost proposal shall contain sufficient factual information to establish the reasonableness, realism, and completeness of the proposed cost. The cost of the Offeror's entire proposed effort will be evaluated for award purposes. Detailed **certified** cost information for the base period and first award term period in accordance with the following instructions is required for all work proposed during the contract. The remaining award term periods should contain enough specific **uncertified** cost detail to make the appropriate complete, reasonable, and realistic determinations. This should include detailed information for all assumptions used in deriving this cost. The total cost of the proposed effort, including options, will be evaluated for award purposes. It is the Government's intent to use the negotiated cost to set the contract value. All information relating to the proposed price, including all required supporting documentation, must be included in the section of the proposal designated as the cost volume. Under no circumstances shall this information and documentation be included elsewhere in the proposal. All cost or pricing information shall be UNCLASSIFIED.

L.15.1 AD-HOC Activities

Provide the appropriate personnel to support Ad-Hoc activities. The Government estimates 108,000 hours will be used to support this activity over the entire contract period. These activities require experienced personnel and should be filled with a mix of 70% Senior Engineers and 30% Mid-Level Engineers (e.g. as defined in L.15.4).

L.15.2 Estimating Methodology

L.15.2.1 Estimating System

Provide a summary description of your standard estimating system or methods. The summary description shall cover separately each major cost element (i.e., Direct Material, Engineering Labor, Manufacturing Labor, Indirect Costs, ODCs, Overhead, G&A, etc.). Also, identify any deviations from your standard estimating procedures in preparing this proposal volume. Indicate whether you have Government approval of your system and if so, provide evidence of such approval.

L.15.2.2 Purchasing System

Provide a summary description of your purchasing system or methods (i.e., how material requirements are determined, how sources are selected, when firm quotes are obtained, what provision is made to ensure quantity and other discounts). Also, identify any deviations from your standard procedures in preparing this proposal. Indicate whether you have Government approval of your system and if so, provide evidence of such approval.

L.15.2.3 Accounting System

Indicate whether you have Government approval of your accounting system and if so, provide evidence of such approval. Also, identify any deviations from your standard procedures in preparing this proposal.

L.15.2.4 Past Experience-Based Estimates

Where cost estimates are based upon past experience, identify the past experience, explain how the past experience relates to the current effort, including similarities and differences, and how cost data available from the past experiences was adapted to the current effort.

L.15.3 Subcontractors

Submit a listing of the proposed subcontractors and inter-divisional transfers (including vendors) showing (a) the supplier, (b) description of effort, (c) type of contract, (d) price and hours proposed by each, and (e) price and hours included in prime's proposal to the Government. All Offeror's should only propose first tier subcontractors.

L.15.4 Proposal Guidance

The offeror should consider the following information when preparing their proposal:

(a) Submit a schedule showing proposed direct and indirect rates by year. This schedule is to include (but separately identify) prime contractor, subcontractor, and inter-divisional transfer rates. Where this information is company proprietary, it may be submitted directly to the Government via the subcontractor sealed package submittal.

(b) The Offeror will submit five (5) sample trips for three (3) personnel to/from the following locations for the duration of days stated:

DESTINATION	RETURN	DURATION
Washington DC to St. Louis, MO	Return	3 days
Washington DC to Miami, FL	Return	5 days
Washington DC to EUCOM	Return	5 days
Washington DC to Los Angeles, CA	Return	5 days
Washington DC to Norfolk, VA	Return	3 days

This information will be used for evaluation purposes only.

(c) A funding profile will be provided to assist the offeror in putting together a proposal, and to also provide insight into the level of effort NIMA intends on funding during the fiscal years. A high degree of experience is needed to support this contract as a result the following labor mix is provided:

Entry-Level Engineer: May make up no more than 10% (with experience less than 2 years)

Junior-Level Engineer: May make up a range of 10%-40% of proposed personnel (with experience 2-5 years)

Mid-Level Engineer: May make up a range of 10%-40% of proposed personnel (with experience 5-10 years)

Senior-Level Engineer: May make up no less than 10% of proposed personnel (with no less than 10 years of experience)

(d) The Government estimates 7,900,000 hours will be used to support the base and award term option activities over the entire contract period.

(e) Additionally, a copy of the affected NSES WBS, the Acquisition Strategy Framework slide with a narrative is provided.

L.15.5 Electronic Submission of Cost/Price Data

The Government will use **Mainstay Software Corporation's Proposal Pricing and Analysis System (PPAS)** product for evaluation and analysis of the cost volume. Offerors shall submit the cost volume in a PPAS proposal database, PPAS Version 6.9.7.4 and PPAS Composite Version 2.0, or later. Each major subcontractor, interdivisional transfer, and vendor, regardless of tier, whose proposed price exceeds \$10,000,000 for the entire period of the contract (to include all award terms option periods), shall also submit its cost proposal in a PPAS proposal database using the same release. Any reference to major subcontractor shall be assumed to include interdivisional transfers, vendors and subcontractors who exceed the \$10,000,000 threshold. The sub-contractor submissions may be made directly to the Government to avoid providing proprietary pricing data to the prime. If variation in content between the paper copy and the electronic copy is noted and that variation is not resolved with the Offeror, the electronic copy (PPAS) shall be considered the submitted proposal.

Contractors and subcontractors shall use PPAS (or PPAS Modular if it is completely responsive) for Cost Plus contract types (e.g. C PAF), and PPAS Composite for T&M contract types. Subcontractors submitting T&M proposals shall determine if their proposal exceeds the threshold using a hypothetical price and comparing this price to the threshold. This hypothetical price shall be calculated by assuming that 100,000 hours of effort are used for the life of the program, apportioned equally over all proposed labor categories and all time periods,

The Government expects to reconcile the prime's proposal, net of adjustments to the proposals of each major subcontractor and major inter-divisional transfer, to the respective subcontractor/inter-divisional transfer PPAS proposal submissions. The prime contractor is responsible for consistency of the cost data between the prime contractor's PPAS submission and each subcontractor/interdivisional PPAS submission

L.15.6 PPAS Instructions

The offeror is required to submit an electronically encoded cost model in accordance with the PPAS format in support of the proposed price for subject acquisition. The PPAS cost model submitted must be consistent with offeror's approved estimating system. The PPAS submission should comply with the following format requirements:

- Data files should be submitted on CD-ROM.
- Data files/CD-ROMs should be accessible by an IBM compatible computer running Windows 98 or later.
- **All data files and electronic media delivered to the Government must be reviewed to ensure that they are virus-free.**
- If the data files are delivered in compressed format, the offeror shall ensure that the files are either self-extracting or that the software program(s) required to extract the files to their original format is included.
- For each proposal/scenario submitted, include two (2) PPAS files, each with the same proposal/scenario name created in PPAS followed by the number "1". One file will conclude with a .ddb suffix and the other with a .mdb suffix. For example, for a proposal/scenario

named DEMO, submit DEMO1.ddb and DEMO1.mdb. Do not change the names of the files from those created in PPAS. Label the CD or provide a text file on the CD that identifies, for each proposal on the CD, the proposal name, a description, and the type (CPAF or T&M).

- Arithmetic division operations shall not be used in the PPAS logic file. Instead, invert a custom factor to be divided and then multiply by the inverted custom factor in the logic file. This does not adversely affect the pricing of the proposal.
- Data shall be submitted by month and according to a contractor defined WBS structure that appropriately reflects the effort proposed and which maps to the Government CLIN structure. The PPAS proposal database shall reflect the entire bid price against Government specified functional cost elements (see RCEs below) and the WBS structure created by contractor. Contractors shall ensure that the WBS they develop will facilitate the WBS/CLIN mapping process within PPAS.
- For all years beyond the Base Period and first award term option period which are noncertified, where annual NTE estimates are sufficient, offerors may enter data into PPAS into any single month for each Government fiscal year or spread into individual months.

Offerors shall ensure that the RCE Cost by WBS report for total proposal, which is included in the Primary Source Selection Reports category, functions and is both internally consistent and accurate, and is consistent with other PPAS reports. Offerors shall also ensure that the PPAS templates defining the Cost Summary and the Cost Element Summary reports are completed using the offeror's standard methodology and structure and that the reports that are produced using these templates are consistent with other PPAS reports. Offerors using PPAS Composite shall ensure that the Wrap Report template is complete and produces a consistent report within PPAS Composite.

- The Government requires visibility into the labor/skills mix inherent in the proposal in order to make a complete evaluation. For CPAF proposals, Offerors shall provide data in accordance with their typical labor/skills mix categories. Labor grades shall not be combined into a single labor resource in PPAS. For T&M proposals, offerors shall ensure that all labor category blending done to create Proposal Labor Categories is shown clearly in PPAS Composite.
- The prime's proposal shall uniquely identify for each Major Subcontractor and each major interdivisional transfer, detailed by each WBS and time period, total labor hours, total labor dollars, travel dollars shown in Section B, total other costs, total burdened costs exclusive of fee, and price.
- The prime's proposal shall uniquely identify for the total of all Other Subcontractors and all other interdivisional transfers, detailed by each WBS and time period, total labor hours, total labor dollars, travel dollars shown in Section B, total other costs, total burdened costs exclusive of fee, and price.
- The prime contractor shall include in its PPAS proposal only total travel dollars by CLIN as reflected in Section B.
- Include in the PPAS proposal the capability to present costs in base-year FY03 dollars by using the Required Cost Element RCE.BYPRICE. To achieve this, create one or more separate PPAS custom factor(s) to capture a deflation index that will be applied to then-year price (RCE.PRICE) to approximate base-year price (RCE.BYPRICE). These same indices may be used by proposal evaluators to appropriately deflate any individual element of the proposal.

- The prime's proposal shall specify total indirect burden for the sum of all subcontractor and interdivisional transfer costs.

For CPAF proposals, the following required cost elements (RCE) shall be included in the proposal database:

Name	Description	Print Order
RCE.DIRLAB	RCE Direct Labor	9500
RCE.OTLABOR	RCE Overtime Labor	9510
RCE.SUMLABOR	RCE Labor + Overtime Labor	9520
RCE.LABOVHD	RCE Labor Overhead	9530
RCE.TOTLABOR	RCE Labor plus Overhead	9540
RCE.MAJSHRS	RCE Major Subcontractor Hours	9550
RCE.OTHSHRS	RCE Other Subcontractor Hours	9560
RCE.TOTSHRS	RCE Major + Other Subs Hours	9570
RCE.TOTHOURL	RCE Total Hours	9580
RCE.MAJSLAB	RCE Major Subcontractor Labor (\$)	9590
RCE.OTHSLAB	RCE Other Subcontractor Labor (\$)	9600
RCE.TOTSLAB	RCE Major + Other Subs Labor (\$)	9610
RCE.MAJSCOST	RCE Major Sub Other Costs	9640
RCE.MAJSXFEE	RCE Major Sub Total Cost exc Fee	9650
RCE.MAJSPRCE	RCE Major Sub Total Price	9660
CE.OTHSCOST	RCE Other Subs Other Costs	9690
RCE.OTHSXFEE	RCE Other Sub Total Cost exc Fee	9700
RCE.OTHSPRCE	RCE Other Sub Total Price	9710
RCE.SUBBURN	RCE Total Subcontractor Burden	9720
RCE.ALLSUBS	RCE Total Subs + Burden (\$)	9730
RCE.ODC	RCE Other Direct Costs	9800
RCE.ODCSUM	RCE Other Direct Costs Summary	9810
RCE.COST	RCE Cost less G and A	9820
RCE.GA	RCE G and A (\$)	9830
RCE.CSTINGA	RCE Cost Including G and A	9840
RCE.COM	RCE Cost of Money	9850
RCE.FEEBASE	RCE Cost Basis for Fee	9860
RCE.FEE	RCE Fee	9870
RCE.MISC	RCE Miscellaneous	9880
RCE.PRICE	RCE Price	9890
RCE.BYPRICE	RCE Base Year Price	9900

RCE.DIRLAB (RCE Direct Labor)

Unburdened hours and dollars resulting from only the prime contractor's regular time (not overtime) direct labor hours.

RCE.OTLABOR (RCE Overtime Labor)

Unburdened hours and dollars resulting from only the prime contractor's overtime (not regular time) direct labor hours.

RCE.SUMLABOR (RCE Labor + Overtime Labor)

Total of unburdened hours and dollars resulting from only the prime contractor's regular time direct labor hours and overtime direct labor hours.

RCE.LABOVHD (RCE Labor Overhead)

All overhead dollars applied to the total of only the prime contractor's regular time direct labor hours and overtime direct labor hours.

RCE.TOTLABOR (RCE Labor plus Overhead)

Total of unburdened dollars from only the prime contractor's regular time direct hours, overtime direct labor hours, and overhead on these dollars.

RCE.MAJSHRS (RCE Major Subcontractor Hours)

Total of regular time direct labor hours and overtime direct labor hours from each subcontractor and interdivisional transfer that exceeds the threshold defined in paragraph L.15.4.

RCE.OTHSHRS (RCE Other Subcontractor Hours)

Total of regular time direct labor hours and overtime direct labor hours from the sum of all subcontractors and interdivisional transfers that do not exceed the threshold defined in paragraph L.15.4.

RCE.TOTSHRS (RCE Major + Other Subs Hours)

Total of regular time direct labor hours and overtime direct labor hours from all subcontractors and interdivisional transfers regardless of whether they exceed the threshold defined in paragraph L.15.4.

RCE.TOTHOURLS (RCE Total Hours)

Total of all direct labor hours (regular and overtime) from prime, all subcontractors and interdivisional transfers.

RCE.MAJSLAB (RCE Major Subcontractor Labor (\$))

Total dollars, including subcontractor burden but not prime burden, from regular time direct labor hours and overtime direct labor hours from each subcontractor and interdivisional transfer that exceeds the threshold defined in paragraph L.15.4.

RCE.OTHSLAB (RCE Other Subcontractor Labor (\$))

Total dollars, including subcontractor burden but not prime burden, from regular time direct labor hours and overtime direct labor hours from the sum of all subcontractors and interdivisional transfers that do not exceed the threshold defined in paragraph L.15.4.

RCE.TOTSLAB (RCE Major + Other Subs Labor (\$))

Total dollars, including subcontractor burden but not prime burden, from regular time direct labor hours and overtime direct labor hours from all subcontractors and interdivisional transfers regardless of whether they exceed the threshold defined in paragraph L.15.4.

RCE.MAJSCOST (RCE Major Sub Other Costs)

The total of all other costs (excluding labor, labor burden, material, material burden, travel, and fee) from all subcontractors and interdivisional transfers that exceed the threshold defined in paragraph L.15.4.

RCE.MAJXFEE (RCE Major Sub Total Cost excluding Fee)

The total of all costs (excluding fee) from each subcontractor and interdivisional transfer that exceeds the threshold defined in paragraph L.15.4.

RCE.MAJSPRCE (RCE Major Sub Total Price)

The total of all costs from each subcontractor and interdivisional transfer that exceeds the threshold defined in paragraph L.15.4.

RCE.OTHSCOST (RCE Other Subs Other Costs)

The total of all other costs (except for labor, labor burden dollars, and fee) from all subcontractors and interdivisional transfers that do not exceed the threshold defined in paragraph L.15.4.

RCE.OTHXFEE (RCE Other Sub Total Cost excluding Fee)

The total of all costs (excluding fee) from all subcontractors and interdivisional transfers that do not exceed the threshold defined in paragraph L.15.4.

RCE.OTHSPRCE (RCE Other Sub Total Price)

The sum of all costs from all subcontractors and interdivisional transfers that do not exceed the threshold defined in paragraph L.15.4.

RCE.SUBBURN (RCE Subcontractor Burden)

Total burden applied by the prime to the sum of all subcontractor and interdivisional transfer dollars regardless of the threshold defined in paragraph L.15.4.

RCE.ALLSUBS (RCE Total Subs + Burden (\$))

Total of all subcontractor and interdivisional dollars plus all burden applied by the prime to the sum of all subcontractor and interdivisional dollars.

RCE.ODC (RCE Other Direct Costs)

Total of prime contractor's other direct costs (excluding the prime contractor's travel and material).

RCE.ODCSUM (RCE Other Direct Costs Summary)

Total other direct costs (excluding travel and material) from prime, all subcontractors and interdivisional transfers.

RCE.COST (RCE Cost less G and A)

Total dollars resulting from all direct labor, all subcontractors, all interdivisional transfers, all material, all travel, all other direct costs, and all burden but excluding general and administrative costs, cost of money and fee.

RCE.GA (RCE G and A (\$))

Total of general and administrative dollars applied by the prime contractor.

RCE.CSTINCGA (RCE Cost including G and A)

Sum of RCE.COST + RCE.GA.

RCE.COM (RCE Cost of Money)

Total cost of money dollars applied by the prime contractor.

RCE.FEEBASE (RCE Cost Basis for Fee)

Total dollars on which fee is applied by the prime contractor.

RCE.FEE (RCE Fee)

Total fee dollars applied by prime contractor.

RCE.MISC (RCE Miscellaneous)

Total of all dollars not applicable to other required cost elements (Provide description of components in proposal textual information.)

RCE.PRICE (RCE Price)

Total proposal price.

RCE.BYPRICE (RCE Base Year Price)

Total proposed price in base year dollars.

Offerors may use whatever unique names they wish for all other cost elements, but must calculate these cost elements in order that the Government may use PPAS's Cost Summary reports without having to interpret Offerors' pricing logic. For purposes of completing the PPAS submission regarding RCE elements, major subcontractors are those that exceed the dollar threshold for requiring submission of PPAS. Other subcontractors are those below that threshold. Interdivisional work shall follow the same instructions as for subcontractors.

L.15.7 Basis of Estimate Sheets by Contractor Work Breakdown Structure

In a separate appendix to the Cost Volume, using MS Word or MS Excel, include a Basis of Estimate in contractor format that is a summary of the total proposed requirements to level 3 of

the Contractor WBS. Following the summary, provide estimating rationale that describes in general terms how the hour, material, travel, and ODC estimates for each element were developed. Also provide a description of type of data used to develop the estimate, i.e. historical experience from the XYZ program, why that program was relevant, engineering judgment, technical parameters and cost estimating relationships, etc. Also, as the prime contractor, provide a discussion of the adjustments made to each major subcontractor's, vendor's, and major interdivisional transfer's proposal, by type of adjustment (e.g. expected reduction due to negotiation, re-distribution of work, etc.) as summarized, for each subcontractor, in a Cost Element in the PPAS Logic File.

L.15.8 DCAA Submission

Offerors shall provide a copy of their cost proposal, including PPAS or to their cognizant Defense Contract Audit Agency (DCAA) in conjunction with the submission to the EE contracting officer for audit/verification purposes. Subcontractors who meet the threshold for PPAS submittal shall also submit PPAS or PPAS Composite files to their cognizant DCAA office.

L.15.9 Subcontracting Plan

Include a Subcontracting Plan in accordance with FAR 52.219-9, Alt II. The plan must be approved by the Contracting Officer before contract award.

L.15.10 Evaluation of Award Term Options

The Government will evaluate offers for award purposes by adding the total price for all the base period and potential award term option extensions to the total price for the basic requirement. Evaluation of award term options will not obligate the Government to exercise the options.

L.15.11 Changes After Contract Award

After contract award, PPAS will be used on an ongoing basis for capturing actual data and for estimating modifications to the program. On the proposals, the prime and each major subcontractor interdivisional and vendor shall submit actual hours and dollars in PPAS. Submissions of actual data will occur monthly. The prime contractor is responsible for consistency of PPAS data between the prime and subcontractor submissions. Within one week after the end of each month, prime and each major subcontractor will submit in PPAS unbilled hours incurred for the previous month. The Government will use this data for preliminary variance analysis pending receipt of actual hours and dollars in a new PPAS scenario.

PPAS will be used as the pricing tool to be used in conjunction with Engineering Change Proposals (ECP). Program modifications will be estimated in PPAS and will include actual data for work already complete, an updated estimate-to-complete, and an updated estimate-at-completion. The Change Order Module of PPAS will be used for this purpose, and separate breakdowns shall be provided for Work Deleted, Work Added, and Work Deleted but Already Performed.

L.16 VOLUME 6 – SECURITY

L.16.1 Security Plan Requirements

The Security volume describes the Offeror's policies and procedures to ensure compliance with the security guidance of this RFP and the CDCG. Security Volume information consists of a Security Plan that describes how the Offeror proposes to comply with the security requirements of the proposed contract. If the personnel involved in this contract will require TOP SECRET clearances, the Offeror must take into account the extended period of time that may be required to process clearances. The security plan must include an affirmative statement indicating a corporate commitment to staffing this effort with personnel having the appropriate clearances and that there are no Foreign Organization Conflicts of Interest (FOCI).

The Offeror's Security Plan shall address how they will meet Government industry security requirements and how they will meet personnel security requirements. Items to be provided in this plan shall include, but are not limited to the following:

- a. Security organization: Describe the Offeror's security organization showing lines of communication to corporate management and the ability to exercise a coordinated effort to expedite clearance actions.
- b. Personnel Security: The Offeror shall include a personnel listing in Microsoft Excel Format, for all employees identified in their submissions, including:
 1. Full name
 2. Date of Birth
 3. Place of Birth
 4. Social Security Number
 5. Clearances Held
 6. Date Clearance granted
 7. Government Sponsor
 8. Polygraph examinations taken
 9. Date of Polygraph
 10. Government Agency Administering Polygraph
- c. Screening Procedures: The Offeror shall describe the pre-screening procedures to be used prior to submitting employees for sponsor clearances.
- d. Security Training: The Offeror shall describe its security training program, identifying its compliance with security requirements referenced in this RFP. This section shall include how you intend to promote good security procedures within a classified environment.
- e. Accredited SCIF: The Offeror shall identify the proposed location for performing this effort and indicate whether the SCIF is already accredited or is creditable under DCID standards.

- f. Accredited Automated Information System (AIS): The Offeror shall state and identify that their AIS meets the requirements for SCI accreditation under DCIS 6/3 standards.
- g. Security Approach: The Offeror shall describe the approach to executing a security program, which is in compliance with Government security policies, procedures and directives.
- h. The Offeror shall include a clear statement that they will comply with all security requirements of the National Industrial Security Program Manual (NISPOM) dated January 1995, all applicable Sponsor security policies and procedures, and all applicable Director of Central Intelligence Directives (DCIDs).
- i. The Offeror shall provide a clear statement that they understand the Sponsor's personnel clearance program and the clearance level processing requirements to include level-relative processing time for the various required clearances. All persons assigned to this effort are required to be US citizens and have, at the start of the contract, the level of clearance required for the specific task.
- j. The security plan shall include a matrix of proposed personnel and their security clearances entitled "Cleared Personnel Matrix", which must include of each individual: full name, social security number, clearance level and grantor. The security plan must include an affirmative statement indicating a corporate commitment to staffing this effort with personnel having the appropriate clearances.
- k. The Offeror shall submit a current SF 326, "Certificate Pertaining to Foreign Interests" (FOCI) and a "Key Management Personnel List"(KMPL). All affirmative answers to FOCI questions must be accompanied by a detailed explanation. All forms must bear an original signature. Copies of previously submitted SF328s will be accepted, if a signed statement attesting that the information on the forms is still current and valid accompanies them.
- l. The offeror shall include a clear statement that will comply with all security requirements of the National Industrial Security Program Manual (NISPOM) dated January 1995, all applicable Sponsor security policies and procedures, and all applicable Director of Central Intelligence Directives (DCIDs).

The Security Evaluation Panel will address the evaluation identified in M.4 Assessment Criterion Factor 4.0 Security, as a minimum.

L.16.2 Foreign Ownership, Control, or Influence (SEP 2002)

(a) Notwithstanding the provisions of Section 3 of the NISPOM, the Government intends to secure services or equipment from firms which are not under foreign ownership, control, or

influence (FOCI) or where any FOCI may, in the opinion of the Government, adversely impact on security requirements. Notwithstanding the limitation on contracting with an Offeror under FOCI, the Government reserves the right to contract with such Offerors under appropriate arrangements, when it determines that such contracts will be in the best interest of the Government.

(b) Accordingly, all Offerors responding to this RFP or initiating performance of a contract are required to submit a Standard Form (SF) 328, Certificate Pertaining to Foreign Interests (or update a previously submitted SF328), and a Key Management Personnel List (KMPL) with their proposal or prior to contract performance, as appropriate. All SF 328s and KMPLs shall be executed at the parent level of an organization. However, the Government reserves the right to request a separate SF328 and KMPL at the level of the company negotiating a contract with the Government, when desired. Offerors are also required to request, collect, and forward to the Government the SF328 from all Subcontractors undertaking classified work under the Offeror's direction and control. Offerors are responsible for the thoroughness and completeness of each Subcontractor's SF328 submission. SF328 entries should specify, where necessary, the identity, nature, degree, and impact of any FOCI on their organization or activities, or the organization or activities of a subcontractor. Additionally, a KMPL must be submitted with each SF328, which identifies senior management, by name, position, social security number, date/place of birth, and citizenship status.

(c) The Contractor shall, in any case in which it believes that foreign influence exists or is being sought over its affairs, or the affairs of any Subcontractor, promptly notify the Contracting Officer of all the pertinent facts, even if such influence is not exerted to the degree specified in the NISPOM.

(d) The Contractor shall provide an updated SF328 and KMP List no later than five years from the date as certified on the last submitted SF328. The Contractor shall also promptly disclose to the Contracting Officer any information pertaining to any interest of a FOCI nature in the Contractor or Subcontractor that has developed at any time during the contract's duration or has subsequently come to the Contractor's attention. An updated SF328 is required of the Contractor or any Subcontractor whenever there is a change in response to any of the 10 questions on the SF328.

(e) The Contractor is responsible for initiating the submission of the SF328 and KMP for all Subcontractors undertaking classified work during the entire period of performance of the contract.

APPENDIX A OF SECTION L – ACRONYM LIST

ACE	Acquisition Center of Excellence
ARC	Acquisition Research Center
CDR	Critical Design Review
CLIN	Contract Line Item Number
CM	Configuration Management
CMP	Configuration Management Plan
CONUS	Continental United States
COR	Contracting Officer Representative
COTR	Contracting Officer Technical Representative
COTS	Commercial-off-the-shelf
CPAF/AT	Cost Plus Award Fee/Award Term
CWBS	Contract Work Breakdown Structure
DCAA	Defense Contract Audit Agency
DCMA	Defense Contract Management Agency
DDS	Defense Dissemination System
DMB	DoDIIS Management Board
DoDIIS	Department of Defense Intelligence Information System
DUNS	Data Universal Numbering System
EE	Enterprise Engineer
EIT	Early Interface Test
EST	Eastern Standard Time
FAR	Federal Acquisition Regulation
FOC	Full Operational Capability
G&A	General and Administrative
GAO	Government Accounting Office
GFP	Government Furnished Property
GGI	Global Geospatial Intelligence
GI	Geospatial Intelligence
GIAT	Geospatial Intelligence Advancement Testbed
GOTS	Government-Off-The-Shelf
HBCU	Historically Black Colleges and Universities
IA	Imagery Analyst
ICD	Interface Control Document
IOC	Initial Operational Capability
ITF	Integrated Test Facility
JPO1	Joint Program Office effectivity 1
JPO2	Joint Program Office effectivity 2
LOE	Level of Effort
MI	Minority Institutions
MS	Microsoft
NCCB	NIMA Configuration Control Board
NIMA	National Imagery and Mapping Agency

NLT	No Later Than
NPE	NIMA Prototyping Environment
NRO	National Reconnaissance Office
NSES	NIMA System Engineering Services
NSGI	National System for Geospatial Intelligence
O&M	Operations and Maintenance
O&S	Operations and Support
OCONUS	Overseas Continental United States
ODCs	Other Direct Costs
CO	Contracting Officer
PDR	Preliminary Design Review
PDW	Procurement Defense Wide
POC	Point of Contact
PP	Past Performance
PPP	Program Protection Plan
Q&A	Questions and Answers
QA	Quality Assurance
R&D	Research and Development
RCE	Required Cost Element
RFC	Request for Change
RFP	Request for Proposal
RIC	Requirement to Image Correlation
SB	Small Business
SCI	Sensitive Compartmented Information
SCIF	Sensitive Compartmented Information Facility
SDB	Small Disadvantaged Business
SIC	Standard Industrial Classification
SOR	Statement of Requirements
SOW	Statement of Work
SRR	System Requirements Review
TEM	Technical Exchange Meeting
UIP	USIGS Interoperability Profile
USIGS	United States Imagery and Geospatial Information Service

SECTION M – EVALUATION FACTORS FOR AWARD**M.1 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)****M.2 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. Identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet/far.gov>

M.3 152.215-725 Evaluation Procedures and Factors for Award (JAN 1998)**I. Introduction:**

The objective of the evaluation process is to select and recommend an Offeror to the Source Selection Authority for award of a contract. Proposals and oral presentations received in response to this Request for Proposal shall be evaluated in accordance with the procedures set forth below.

II. Competitive Range Determination:

In accordance with FAR subpart 15.306(c), the competitive range shall be determined on the basis of an initial evaluation of the Offeror's written proposal and oral presentation submitted in response to the Enterprise Engineer Request for Proposal. The competitive range shall include only those proposals most highly rated after initial evaluation. The initial evaluation of proposals and the initial determination of the competitive range will be made upon a review of the written proposal and oral presentation along with consideration of any information exchanged during communications as defined in FAR subpart 15.306. The Government shall discontinue the evaluation of any proposal, which is not considered in the competition range after initial evaluation.

III. Discussions:

Written or oral discussions shall be held with all Offerors within the competitive range if discussions are required to make the final selection. The intent of these discussions is to obtain the best value based upon the requirements and evaluation factors set forth in Section M. The scope, extent and format of discussions are at the discretion of the Contracting Officer and will

be tailored to each Offeror's proposal. During these discussions the government will resolve all material issues to select the best offers for final negotiations. Revisions to an Offeror's written proposal during discussions are at the discretion of the Contracting Officer. When discussions are concluded, all Offerors within the competitive range will be given the opportunity to submit a final revised proposal within the time constraints identified by the Contracting Officer.

IV. Award

Final revised proposals will be evaluated for the purpose of selecting one Offeror for award. The evaluation criteria used in this evaluation shall be the same as those used in the initial evaluation.

V. Notice and Debriefing:

Debriefings will be conducted in accordance with FAR subpart 15.5. As noted above, this solicitation does not provide for the submission of revised proposals unless justified. Therefore, Offerors who remain in the competitive range, but which are not ultimately selected for award, shall be notified after final revised proposals have been evaluated and a contract has been successfully negotiated and signed with the successful Offeror. Requests for debriefings must be in writing and must be received by the Government Contracting Officer within three days after the date on which the Offeror receives notification of the Government's source selection decision.

VI. Evaluation Factors and Criteria:

In determining the award of contract, primary consideration shall be given to the Offeror, that can perform the contract in a manner most advantageous to the Government, cost/price and other factors considered. Evaluation shall be conducted by comparing an Offeror's proposal against the requirements contained in this solicitation, including all compliance documents. An Offeror's proposal must accurately demonstrate an understanding of the objectives and scope of the project.

M.4 Proposal Evaluation

Basis For Award

The Government intends to award one contract resulting from this solicitation to the responsible Offeror whose offer conforming to this solicitation is judged to be most advantageous and of best value to the Government, cost and other factors considered. The Government reserves the right to award no contract at all, depending on the quality of the proposals, the availability of funding, and the continued existence of the requirement.

In order of relative importance Factor 1 – Management Approach is more important than Factor 2 – Technical Approach to Enterprise Engineering which is more important than Factor 3 – Past Performance. Factor 4 - Security will be evaluated on a pass/fail basis. Factors 1-4 listed above are considered non-cost factors. Each Offeror's proposal will be evaluated for the combined non-cost factors and cost. Non-cost factors are significantly more important than cost. The Security Area will be evaluated on a pass/fail basis. If an Offeror's proposal fails to meet the security criteria, the offer will be rejected.

Area 1: Program Evaluation

The Program Evaluation area consists of four non-cost factors: Management Approach, Technical Approach, Past Performance and Security, which will be evaluated using the specific criteria below.

Factor 1.0 Management Approach

The Offeror's Enterprise Engineering proposal should meet the requirements and challenges of managing the Enterprise Engineering of NSGI as delineated in the following four sub-factors.

Sub-factor 1.1 Coordinating GeoScout and Existing Contracts

The extent to which the proposed Transition Plan and Management Plan facilitate an effective transition of responsibilities from the existing contractors, and establish effective means of interaction with NIMA resources, GeoScout, Operations & Sustainment (O&S), heritage and legacy contractors.

Sub-factor 1.2 Staffing and Retention

The extent to which the proposed Management Plan provides (1) staffing of a cleared, skilled, knowledgeable, and experienced workforce, (2) extensive System, Strategic and Tactical Engineering expertise, (3) qualified business case analysis personnel, (4) a plan for long-term retention of that workforce, and (5) an effective organizational design.

Sub-factor 1.3 Subcontractor Management

The extent to which the proposed Management Plan provides effective strategies to ensure the effectiveness and quality of the work performed by the Offeror's subcontractors.

Sub-factor 1.4 Key Personnel Quality

The extent to which the Offeror identifies an appropriate number of key positions within the Enterprise Engineering organization, and proposes personnel with the appropriate education, skills and experience to fill those key positions.

Factor 2.0 Technical Approach to Enterprise Engineering

The Offeror has demonstrated a sound technical approach in the following four sub-factors as identified in their oral presentation and solution to problem.

Sub-factor 2.1 Understanding of Requirements

The extent to which the Offeror's proposed technical approach demonstrates understanding of NIMA's corporate and mission requirements (internal and external).

Sub-factor 2.2 Enterprise Engineering

The extent to which the proposed enterprise engineering strategy demonstrates an effective systems engineering (SE) capability to evolve, implement and maintain the enterprise architecture, strategic and tactical systems engineering and Systems Needs And Requirements Management.

Sub-factor 2.3 Architecture Management

The extent to which the proposed enterprise architecture management strategy provides an effective capability to evolve, maintain, and ensure the proper implementation of the enterprise architecture.

Sub-factor 2.4 Enterprise Engineering Tools and Processes

The extent, to which the Offeror provides an integrated set of tools and system engineering processes, which represent industry "best of breed" and support an evolving, inter-operable, automated Enterprise Engineering process.

Factor 3.0 Past Performance

The Offerors must demonstrate through information supplied in the Annex D Questionnaire and other information available to the Government that their organization meets or exceeds the critical elements of this contract as set out in the four sub-factors of Program Management, Cost Control, Technical Performance, and Timeliness of Performance.

Sub-factor 3.1 Program Management

The Offeror will be evaluated on the ability to provide effective management, effective subcontractor management, cooperative and proactive behavior with the technical representatives(s) and Contracting Officer, flexibility, responsiveness to inquires, problem resolution and customer satisfaction.

Sub-factor 3.2 Cost Control

The Offer will be evaluated on the ability to perform within or below budget, use of cost efficiencies, relationship of negotiated costs to actuals, submission of accurate change proposals, and providing current, accurate, and complete timely billing.

Sub-factor 3.3 Technical Performance

The Offeror will be evaluated on compliance with and quality of previous contract requirements and accuracy of reports.

Sub-factor 3.4 Timeliness of Performance

The Offer will be evaluated on meeting milestones, reliability, responsiveness to technical direction, deliverables completed and on-time, and adherence to contract schedules including contract administration.

Factor 4.0 Security

Security shall be evaluated on a pass or fail basis and will be based on the Security Plan and the Staff Qualification Matrix each Offeror submits as part of their proposal.

Area II Cost

Evaluating cost in this acquisition involves reviewing an offeror's proposal for cost realism. A cost basis for best value determination will then be prepared. The cost proposal shall be analyzed to determine the offeror's understanding of the solicitation requirements as well as the validity of the offeror's approach to performing the required tasks. An assessment of the Government's confidence in the offeror's ability to perform within their submitted cost proposal will be made. Cost, while being an important factor, is not the single determining factor in the selection of the successful offeror for contract award. Although the cost proposals will not be scored separately, cost will be used as a factor in determining best value.

Cost proposals shall be assessed to determine the Offeror's understanding of the solicitation requirements, as well as to assess the validity of the Offeror's approach to performing the work (i.e., the degree of the Government's confidence in the Offeror's ability to perform at or within the estimated cost). The Government shall develop a Most Probable Cost (MPC) taking into account the above considerations, and associated costs, as a basis for assessing the realism of proposed cost and price. The Government will evaluate the realism of proposed cost/price by assessing the compatibility of proposed cost/price with proposal scope and effort. For the cost to be realistic, it must reflect what it would cost the Offeror to perform the effort, if performed with reasonable economy and efficiency. The cost realism evaluation relies on the developed MPC. Cost realism evaluation includes a review of the overall costs in an Offeror's proposal to determine realism, reasonableness, and completeness.

Security Area

Security shall be evaluated on a pass or fail basis and will be based on the Security Plan and the Staff Qualification Matrix each Offeror submits as part of their proposal.

M.5 Assessment Criterion

A risk assessment, reflecting the Government's degree of confidence in the Offeror's ability to accomplish the Enterprise Engineer effort as described in their proposal. Offerors are cautioned that proposals which the Government considers unrealistic in terms of management, technical or past performance will be deemed indicative of an inherent lack of comprehension of the complexity and risks of the requirements and may be rejected.

Table 2 – Proposal Risk Assessment Rating Scale

INTENSITY	NARRATIVE DESCRIPTION
HIGH	Likely to cause serious impact on performance, increase in cost, or disruption of schedule. Will require a high level of contractor emphasis and Government monitoring to overcome difficulties.
MODERATE	Likely to cause moderate impact on performance, increase in cost or disruption of schedule. Will require a medium level of contractor emphasis and Government monitoring to overcome difficulties.
LOW	Likely to cause minimal or no impact on performance, increase in cost or disruption of schedule. Will require a low level of contractor emphasis and a low level of Government monitoring to overcome difficulties.

Appendix 1**Past Performance Questionnaire**

Your assistance is requested in support of a source selection for the National Imagery and Mapping Agency (NIMA).

Please complete this past performance questionnaire and return to:

National Imagery and Mapping Agency
 Attn: Ms Jean Appel, CO
 MSP - 65
 12310 Sunrise Valley Drive
 Reston, VA 22091-3449

Fax: 703 755-5340

The completed questionnaire is needed by **8 May 2003** for use in this source selection.

When all evaluation information is completed, this form constitutes SOURCE SELECTION INFORMATION (41 U.S.C. 423) and shall be protected accordingly.

ITEMS 1 – 8 TO BE COMPLETED BY OFFEROR

1. Contractor Name and Address:

2. Contract Number:

3. Value (with options):

4. Award Date:

5. Completion Date:

6. Contract Type:

7. Fee Type:

8. Summary Description of Contract:

ITEMS 9-17 TO BE COMPLETED BY EVALUATING ORGANIZATION
REPRESENTATIVE

9. Evaluator Name, Position, Organization:

10. Phone Number:

11. FAX Number:

12. Observed Months of
Performance:

For each of the performance areas indicated in part 13, please circle the response code which best reflects your experience with this contractor

EX = Excellent—Performance meets contractual requirements and exceeds many, to the Government's benefit. The contractual performance of the area being assessed was accomplished with few minor problems, for which corrective actions taken by the contractor were highly effective.

VG = Very Good—Performance meets contractual requirements and exceeds some, to the Government's benefit. The contractual performance of the area being assessed was accomplished with some minor problems, for which corrective actions taken by the contractor were effective.

S = Satisfactory—Performance meets contract requirements. The contractual performance of the area being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

MG = Marginal—Performance does not meet some contractual requirements. The contractual performance of the area being assessed reflects a serious problem for which the contractor has not yet identified corrective actions, or, the proposed actions appear only marginally effective or were not fully implemented.

US = Unsatisfactory—Performance does not meet most contractual requirements and timely recovery is not likely. The contractual performance in the area being assessed contains serious problems for which the contractor's corrective actions appear, or were, ineffective.

N/O = Not observed.

For the performance areas rated "EX" or "US", please also provide comments in part 15.

13A. Program Management

1. Coordinates and integrates activities	EX	VG	S	MG	US	N/O
2. Open communication with Government, Subcontractors and other contractors	EX	VG	S	MG	US	N/O
3. Effectively identifies and applies resources	EX	VG	S	MG	US	N/O
4. Effective Subcontract management	EX	VG	S	MG	US	N/O
5. Recruits and retains stable workforce	EX	VG	S	MG	US	N/O
6. Staff have appropriate domain experience	EX	VG	S	MG	US	N/O
7. Responsive to program changes	EX	VG	S	MG	US	N/O
8. Use of innovative approaches to solve issues	EX	VG	S	MG	US	N/O
9. Ability to provide staff with appropriate clearance	EX	VG	S	MG	US	N/O

13B Cost Control

1. Effective financial management (forecast/manage/control)	EX	VG	S	MG	US	N/O
2. Timely reporting of cost data and issues	EX	VG	S	MG	US	N/O

13C Technical Performance

1. Quality of deliverables/services	EX	VG	S	MG	US	N/O
2. Meeting Government and customer expectations	EX	VG	S	MG	US	N/O
3. Inserting new technology into existing architectures	EX	VG	S	MG	US	N/O
4. Ability to evolve/maintain enterprise and mission architectures	EX	VG	S	MG	US	N/O
5. Performance in multiple large, complex technical tasks	EX	VG	S	MG	US	N/O
6. Introduce and integrate new business processes	EX	VG	S	MG	US	N/O

13D Timeliness of Performance

1. Deliveries on schedule	EX	VG	S	MG	US	N/O
2. Ability to identify, analyze, mitigate program risk	EX	VG	S	MG	US	N/O

14 Overall Assessment

EX	VG	S	MG	US	N/O
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15 Comments:

A. Comments on "EX" (Excellent) ratings, explaining strengths:

B. Comments on "US" (Unsatisfactory) ratings, explaining weaknesses:

C. Other comments:

16. Has any unsatisfactory performance identified above been shared with the contractor?

Yes: written or oral?

No

17. Would you use this contractor again? Yes No (Explain why not in 15C)

UNCLASSIFIED

Appendix 2 Past Performance Reference List (Information Submitted by the Prime)

Prime Name:¹

1.0 Recent/Current Corporation Experience²

Contract/Order #1	Contract/Order #1	Contract/Order #1	Contract/Order #1	Contract/Order #1
GSA Schedule				
Contract Number				
GSA Order Number				
Government Agency Supported				
Value (with Options)				
Award Date				
Completion Date				
Contract Type				
Fee Type				

2.0 Past Performance Contracts³

Contract/Order #1	Contract/Order #1	Contract/Order #1	Contract/Order #1
Government POC name			
Government POC's position (CO, COR, COTR, PM)			
Government POC phone number			

UNCLASSIFIED

Government POC FAX number
Government POC email
address

UNCLASSIFIED