

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 83	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W81GYE-04-R-0022	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ELVIE THOMPSON		b. TELEPHONE NUMBER (No Collect Calls) 703-428-3474		6. SOLICITATION ISSUE DATE 14-Nov-2003	
9. ISSUED BY MTMC CONTRACTING CENTER MTAQ-P PERSONAL PROP & PASSENGER SERVICES 200 STOVALL STREET, 12S45 ALEXANDRIA VA 22332-5000  TEL: 703-428-3305 FAX: 703-428-3381		CODE W81GYEB7		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7373 SIZE STANDARD: 21000000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>				16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/ OFFEROR  FACILITY CODE TEL.				18a. PAYMENT WILL BE MADE BY  CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				2 COPIES		29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		38. S/R ACCOUNT NUMBER	
				42a. RECEIVED BY (Print)		39. S/R VOUCHER NUMBER	
				42b. RECEIVED AT (Location)		40. PAID BY	
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001					
	TASK 1 FFP Conduct a comprehensive gap analysis and design a detailed integrated DPS solution. This CLIN reflects all resources necessary for accomplishing the performance objective and achieving the performance standards associated with Task 1 as specified the performance work statement				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		1	Lot		
	GAP ANALYSIS FFP Conduct a comprehensive gap analysis and design a detailed integrated DPS solution in accordance with the performance work statement.				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NTE
0001AB					\$15,950.00
	TRAVEL FFP Travel in support of the DPS requirements shall have prior approval from the Contracting Officer. The quantity and cost shown above are estimates. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The Contracting Officer shall approve the cost of travel in advance.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
	TASK 2 (OPTIONAL) FFP Develop, test and implement an integrated DPS solution in accordance with the performance work statement. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with task 2 as specified in the performance work statement.				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		1	Lot		
	DEVELOP AND TEST INCREMENT 1 FFP				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		1	Lot		
	CONDUCT TRAINING/IMPLEMENT INCREMENT 1 FFP				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		1	Lot		
	PROVIDE INTERIM SUPPORT INCREMENT 1 FFP				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		1	Lot		
	DEVELOP AND TEST INCREMENT 2 FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE		1	Lot		
	CONDUCT TRAINING/IMPLEMENT INCREMENT 2 FFP				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NTE
0002AF					\$24,200
	TRAVEL FFP Travel in support of the DPS requirements shall have prior approval from the Contracting Officer. The quantity and cost shown above are estimates. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The Contracting Officer shall approve the cost of travel in advance.				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot		
	HARDWARE FFP This CLIN reflects the hardware procured in support of the effort of performing the integration and development necessary to field DPS.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004		1	Lot		
	SOFTWARE LICENSES FFP This CLIN reflects the COTS software licenses procured in support of the effort of performing the integration and development necessary to field DPS. Prices for COTS software licenses are fixed. If, after contract award, the contractor changes the software for whatever reasons, including inability of the supplier to deliver or support the software originally proposed, the contractor shall replace the software at no additional cost to the Government. Replacement software will meet all requirements in the contract. In the event the contract between the Government and contractor is terminated, the licenses for any software will transfer to the Government, at no cost to the Government, for as long as the licenses are valid.				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					
	TASK 3 (OPTIONAL TASK) (Year 1) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		12	Months		
	OPERATE, MAINTAIN, AND SUPPORT DPS FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB					\$3,423.00
	TRAVEL FFP Travel in support of the DPS requirements shall have prior approval from the Contracting Officer. The quantity and cost shown above are estimates. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The Contracting Officer shall approve the cost of travel in advance.				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001					
OPTION	TASK 3 (OPTIONAL TASK) (Year 2) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA		12	Months		
OPTION	OPERATE, MAINTAIN, AND SUPPORT DPS FFP				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB					\$3,423.00
OPTION	<p>TRAVEL FFP Travel in support of the DPS requirements written into this contract shall have prior approval from the Contracting Officer or designated Representative. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The Contracting Officer shall approve the cost of travel in advance.</p>				
2001					
OPTION	<p>TASK 3 (OPTIONAL TASK) (Year 2) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.</p>				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA		12	Months		
OPTION	<p>OPERATE, MAINTAIN, AND SUPPORT DPS FFP</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB					\$3,423.00
OPTION	<p>TRAVEL FFP Travel in support of the DPS requirements written into this contract shall have prior approval from the Contracting Officer or designated Representative. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The Contracting Officer shall approve the cost of travel in advance.</p>				
3001					
OPTION	<p>TASK 3 (OPTIONAL TASK) (Year 2) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.</p>				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA		12	Months		
OPTION	<p>OPERATE, MAINTAIN, AND SUPPORT DPS FFP</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB					\$3,423.00
OPTION	<p>TRAVEL FFP Travel in support of the DPS requirements written into this contract shall have prior approval from the Contracting Officer or designated Representative. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The Contracting Officer shall approve the cost of travel in advance.</p>				
4001					
OPTION	<p>TASK 3 (OPTIONAL TASK) (Year 2) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.</p>				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA		12	Months		
OPTION	<p>OPERATE, MAINTAIN, AND SUPPORT DPS FFP</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB					\$3,423.00
OPTION	<p>TRAVEL FFP Travel in support of the DPS requirements written into this contract shall have prior approval from the Contracting Officer or designated Representative. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The Contracting Officer shall approve the cost of travel in advance.</p>				
5001					
OPTION	<p>TASK 3 (OPTIONAL TASK) (Year 2) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.</p>				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AA		12	Months		
OPTION	<p>OPERATE, MAINTAIN, AND SUPPORT DPS FFP</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NTE
5001AB					\$3,423.00
OPTION	TRAVEL FFP Travel in support of the DPS requirements written into this contract shall have prior approval from the Contracting Officer or designated Representative. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The Contracting Officer shall approve the cost of travel in advance.				
6001					
OPTION	TASK 3 (OPTIONAL TASK) (Year 2) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6001AA		12	Months		
OPTION	OPERATE, MAINTAIN, AND SUPPORT DPS FFP				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NTE
6001AB					\$3,423.00
OPTION	TRAVEL FFP Travel in support of the DPS requirements written into this contract shall have prior approval from the Contracting Officer or designated Representative. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The Contracting Officer shall approve the cost of travel in advance.				

7001					
OPTION	TASK 3 (OPTIONAL TASK) (Year 2) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7001AA		12	Months		
OPTION	OPERATE, MAINTAIN, AND SUPPORT DPS FFP				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7001AB					\$3,423.00
OPTION	TRAVEL FFP Travel in support of the DPS requirements written into this contract shall have prior approval from the Contracting Officer or designated Representative. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The Contracting Officer shall approve the cost of travel in advance.				
8001					
OPTION	TASK 3 (OPTIONAL TASK) (Year 2) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8001AA		12	Months		
OPTION	OPERATE, MAINTAIN, AND SUPPORT DPS FFP				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8001AB					\$3,423.00
OPTION	TRAVEL FFP Travel in support of the DPS requirements written into this contract shall have prior approval from the Contracting Officer or designated Representative. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The Contracting Officer shall approve the cost of travel in advance.				

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

#### ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

(a) Submission of Offers. Paragraph (b) is amended to include the proposal submission requirements outlined in Additional Instructions, below. Failure to comply with the proposal submission requirements could render a proposal unacceptable.

(b) Period of Acceptance. Paragraph (c) is changed to read as follows:

The offeror agrees to hold the prices in its offer firm for 150 calendar days from the date specified for receipt of offers.

(c) Multiple Offers. Paragraph (e) is deleted.

(d) Multiple Awards. Paragraph (h) is deleted. The Government intends to award a single contract as a result of this solicitation.

(e) Availability of requirements documents cited in the solicitation. Paragraph (4) is added as follows:

(4) Technical Library. The Government will have a technical library containing TOPS user manuals, entity relationship diagrams, and other related material (e.g. MER) for review by prospective offerors. All documents that are available electronically will be copied to CD and made available to offerors upon request. For documents that are only available in hard copy, offerors may make an appointment to visit the technical library, located at Headquarters, Military Traffic Management Command, Hoffman II Building, 200 Stovall Street, Alexandria 22332-5000, between the hours of 9:00 am and 3:00 pm, Tuesday through Thursday, excluding Federal holidays. Copies of the CD or appointments to visit the technical library may be requested by mail to HQ MTMC, ATTN: MTAQ-P,

200 Stovall Street, Alexandria, VA 22332-5000, by e-mail to [thompsonelvie@mtmc.army.mil](mailto:thompsonelvie@mtmc.army.mil) with an information copy to [thompsonp@mtmc.army.mil](mailto:thompsonp@mtmc.army.mil), by telephone at 703-428-3305, or by FAX at 703-428-3381. Please be advised that two picture identifications will be required to the Hoffman II Building, as it is a controlled entry facility.

**ADDITIONAL INSTRUCTIONS:**

**Pre-Proposal Conference**

A. A Pre-Proposal conference will be held on **11 December 2003, from 8:00 am to 4:00 pm ET**. The location and an agenda for the conference will be posted on the HQ MTMC web site (<http://www.mtmc.army.mil>) when the details are confirmed. Companies must provide the names, phone numbers and e-mail addresses of attendees no later than 8 December 2003 to Elvie Thompson at HQ Military Traffic Management Command, ATTN: MTAQ-P, 200 Stovall Street, Alexandria, VA 22332-5000 or e-mail to [thompsonelvie@mtmc.army.mil](mailto:thompsonelvie@mtmc.army.mil) with a copy to Patricia Thompson at [thompsonp@mtmc.army.mil](mailto:thompsonp@mtmc.army.mil). Prospective offerors are encouraged to attend this conference. Attendees are encouraged to download and print a copy of the final solicitation from the HQ MTMC web site, and bring their copy with them to the conference. The solicitation is available for viewing at <http://www.mtmc.army.mil>. Click on Doing Business with MTMC, then click on "more" under Solicitations, and on the left side of the page, click on Defense Personal Property System (DPS).

B. All prospective offerors should submit questions concerning the solicitation by e-mail to Elvie Thompson at [thompsonelvie@mtmc.army.mil](mailto:thompsonelvie@mtmc.army.mil) with an information copy to Patricia Thompson at [thompsonp@mtmc.army.mil](mailto:thompsonp@mtmc.army.mil). *These are the only individuals to whom questions should be addressed.* The cut-off date for questions to be considered for response at the Pre-Proposal Conference is 3 December 2003. The final cut-off date for questions is 12 December 2003.

**Proposal Submission Requirements**

A. Summary of Events: The following is a summary of the solicitation process for this requirement:

- Submission of Proposals
- Evaluation of Written and Price Proposals
- Selection of Offerors for Oral Presentations and Demonstrations
- Oral Presentations and Demonstrations
- Competitive Range Determination
- Discussions (if required)
- Submission and Evaluation of Final Proposal Revisions (if required)
- Award

The Government reserves the right to award on initial offers without discussions.

B. Submission of Proposals: Responses to this RFP shall be submitted in five (5) volumes as listed below:

PROPOSAL VOLUME	VOLUME CONTENTS	REQUIRED # HARD COPIES	REQUIRED # of CDs
VOLUME I	<b>Executed Request for Proposal Documents and Certifications</b> 1. Signed and Completed SF 1449 2. Acknowledgement of Solicitation Amendments 3. Signed and completed Representations and Certifications. 4. Completed Schedule of Supplies/Services	Original + 1	2
VOLUME II	<b>Technical Approach - Written</b> 1. DPS Design 2. DPS Implementation Methodology 3. Training and Knowledge transfer 4. Gap Analysis methodology 5. RICE Utilization  <b>Management Approach – Written</b> 1. Quality Control Plan  Relevant Experience	Original + 1	10
VOLUME III	1. Past Performance Information 2. Subcontracting Plan	Original + 1	10
VOLUME IV	Oral Presentation Slides 1. Project Understanding 2. Project Management Approach 3. Team structure/organization	Original + 1	10
VOLUME V	Price Proposal	Original + 1	2

(1) The proposal in its entirety should be specific, detailed, and complete in order to demonstrate that the Offeror has a thorough understanding of the solicitation requirements. Statements such as “the Offeror understands, can, or will comply with the Statement of Work,” statements that paraphrase the Statement of Work, or ambiguous phrases such as “standard procedures will be employed” or “well known techniques will be used” will be considered unacceptable.

(2) Each hardcopy volume of the proposal shall be tabbed, include a table of contents, and be labeled on the outside with the solicitation number, volume number, date of submission, and offeror’s name. All pages of the proposal must be appropriately numbered and identified with the solicitation number. Proposal revisions, if required, shall be submitted in the same format and number of copies noted above.

(3) Electronic copies of each volume of the written proposal shall be submitted on Compact Discs (CDs) with a separate CD submitted for each volume of the proposal. Microsoft Office 2000 (MS Word, Excel, and/or PowerPoint) and Adobe Acrobat Reader Version 3.0 or higher shall be used to create all electronic files for the response to this RFP. Each CD must be clearly labeled with the solicitation number, volume number, the offeror’s name, and copy number (e.g., Copy 1 of 10). If more than one CD is required for a volume, the CD should be labeled as Disk “x” of “y” (e.g., Volume II - Disk 1 of 2). If there are any discrepancies between the electronic

version and the hard copy version submitted in response to this RFP, the hard copy version will take precedence and be considered as binding.

(4). The Volume II of offeror's proposal (for volume II) shall be limited to no more than 150 pages. The proposal shall be prepared on standard 8.5 x 11 inch paper in portrait orientation (charts may be landscaped). Any material in excess of the page limit will not be considered in the evaluation.

C. Proposal Contents:

(1) VOLUME I: Executed Request For Proposal Document, Representations And Certifications.

Volume I shall contain the RFP documents requiring offeror signature or completion as listed above. The original of Volume I must contain all original signed/completed documents. Use of reproductions of signed originals is authorized in the duplicate copies of the proposal. All amendments must be acknowledged in Volume I.

(2) VOLUME II: Technical Approach (Written), Management Approach (Written) and Relevant Experience.

(a) Technical Approach: The written portion of the offeror's technical approach shall consist of narrative and supporting data that address all functional and technical requirements contained in the solicitation. Technical approach is related to the specific approach that the offeror will use to perform all of the work included in the solicitation. The offeror shall explain its approach, demonstrating how each major task will be accomplished. Items to consider shall include, but not be limited to, technical procedures, processes, control methods, and new or innovative approaches. It shall include plans for monitoring service levels, ensuring continuous operations, and providing a backup/ emergency restoration system. The offeror's technical approach must address, and will be evaluated on, the following elements:

1. DPS Design: The offeror shall describe its proposed solution for providing a DPS that meets the requirements set forth in the PWS and Attachments B and C. The description shall include:

- A discussion of how functional requirements will be met
- The COTS/GOTS packages that will be utilized
- The Offeror's responses in the DPS Functional Requirements Matrix (ref. Attachment B) must address the following for each requirement:
  - Whether the system(s) can accomplish the required functionality using COTS inherent capability.
  - Whether required functionality can best be accomplished using a BPR approach.
  - Whether the system(s) will accomplish required functionality with COTS modification, enhancement or extension.
  - Whether required functionality can best be accomplished using a combination of COTS/GOTS.
- A discussion of the major MTMC business process change requirements
- A summary of the commercial best practices and benefits MTMC will receive from implementing the proposed solution
- To satisfy the stated technical requirements, the offeror shall – as part of their proposal – submit the following documentation:
  - A discussion of the extent to which the proposed solution complies with the requirements in PWS: Attachment C: Table C-1. This discussion will include:
    - Name and identification of each software and hardware item included in the proposal, including version or release number that identifies the implementation explicitly
    - Description of the item, especially where a part of or volume of a standard is referenced.
    - State whether the contractor is compliant or non-compliant for each item (and if non –compliant the contractor must describe which item will require modification to meet the standards).
  - If the requirements set forth in PWS: Attachment C: Table C-1 and above are not met, the offeror's proposal shall include a discussion of the management strategy to ensure compliance.

- A discussion of how the offeror intends to meet the requirements for data standardization as described in section PWS: Attachment C: Section 6.
- A discussion the offeror's approach to developing a Continuity of Operations Plan (COOP) to ensure continuous DPS operations at full functionality to worldwide users 24 hours a day, 7 days a week, and to providing a backup and emergency restoration system.

2. DPS Implementation Methodology: The offeror shall describe its approach for developing, testing, evaluating, and delivering DPS based on the requirements set forth in Sections 2.2.4 through 2.2.8 of the PWS as well as Attachments B and C. The approach should also include a discussion of how DPS will be transitioned into the MTMC environment. This will include the offeror's plans for Data Migration, and BPR integration, and the Change Management needed to support this. The approach should detail how the software being implemented will impact the implementation approach. The change management approach should be clearly defined and should address the approach to implementing any BPR processes identified. The offeror shall describe its approach for maintaining the DPS operational ability and supporting users to include.

- Help desk
- Configuration management
- Infrastructure support
- System/database support
- Continuity of Operations Plan (COOP) and Contingency/Emergency Management
- Staffing levels
- Roles and Responsibilities

3. Training & Knowledge Transfer: The offeror shall describe its approach to training and knowledge transfer. The plan should include all phases and deliverables and should be feasible for implementation in the Government environment. The plans should address the following at a minimum:

- All impacted roles
- Process to determine training needs
- Training strategy (including follow-on training)
- Method and schedule to deliver training
- Timeline
- Metrics, tools and processes used to ensure knowledge transfer has occurred
- Documentation provided
- Milestone and deliverables
- Roles & responsibilities

4. Gap Analysis Methodology: The offeror shall describe its methodologies and plans for performing a comprehensive gap analysis between its proposed solution and DPS requirements. The proposal must provide a well designed, feasible, strategy that can be accomplished in the time available for the task. The result of the gap analysis will be used to validate the technical solutions and identify COTS changes and MTMC agreed upon business process changes.

5. Utilizing RICE: The offeror shall describe the approach to utilizing the RICE (Reports, Interfaces, Conversions, and Enhancements/Extensions) repository. RICE is a DOD repository of software objects from standard COTS products designed to facilitate reuse. DOD is requiring the use and population of the RICE repository with custom software objects. The approach shall include evaluating the RICE repository to determine if there are any objects that can be used, and adding "developed" objects into the repository.

(b) Management Approach: The written portion of the offeror's management approach should address, and will be evaluated on the following element:

1. Quality Control Plan (QCP): The offeror's proposed QCP shall address offeror's approach to quality control, including how the offeror intends to meet the performance objectives and standards in the Performance Work Statement. The plan should address required qualifications for quality management personnel,

any existing quality control and related performance measurement methodologies that will be applied, their use on comparable projects, and descriptions of tools and templates available for efficient and effective quality management. The offeror's approach for measuring, collecting, validating, and analyzing quality/performance data, and reporting and acting on quality/performance information must be included. Use of proactive measures, such as performance indicators, or other proactive management approaches should be discussed, if applicable.

(c) Relevant Experience: The offeror shall provide for itself and any proposed sub-contractor that will perform major or critical aspects of the requirement, information similar to that provided for past performance, on no more than five contracts completed during the past three years that demonstrate experience relevant to this solicitation. To be considered relevant, the contracts must demonstrate experience in implementing systems with the same or similar requirements as those set forth in Attachment C: Table C-1, and experience in design, development, testing, migration, and implementation of a system leading to Level 7 DII COE certification. The offeror shall also provide qualifications standards (to include education and experience commensurate with the roles and responsibilities) for key positions. The offeror should show that resources have proven past experience within the industry and/or have proven experience on a comparable project(s) and can bring a desired commercial perspective.

(3) VOLUME III: Past Performance Information and Subcontracting Plan:

(a) Past Performance Information: The offeror must demonstrate past performance in providing the same or similar services under contracts or subcontracts performed during the past three years. The offeror shall provide the information listed below, for itself and any proposed subcontractor that will perform major or critical aspects of the requirement, on at least five but no more than 10 of its most relevant contracts. Subcontractor performance on major or critical aspects of the requirement is defined as 30% of the proposed labor cost. The offeror include a brief description of why the offeror considers the contract relevant in demonstrating its ability to perform the requirements of this solicitation. Contracts or subcontracts identified may be government (Federal, state or local) or commercial, and, as a minimum must be similar in size, scope and complexity to the effort required by this solicitation to be considered relevant. In order to be considered for past performance, ongoing contracts must be at least 50% completed.

- Name and Address of Contracting Activity
- Contract Number
- Contract Type
- Place of Performance
- Total Contract Value; include initial cost, actual invoiced cost, rationale for difference in initial and actual cost, available and actual amount of fee awarded, and number of years of performance
- Reason for any termination or failure to exercise an option period
- Contracted Work; Brief description of how the cited work is the same as or similar to the proposed effort.
- Contracting Officer's Name, Telephone Number, and E-Mail Address
- Program Manager's Name and Telephone Number, and E-Mail Address
- Administrative Contracting Officer, if different from (8), Name, Telephone Number and Email Address
- List of Major Subcontractors
- Date of contract and period of performance

Offerors shall provide information on any problems encountered in performing the identified contracts and actions taken by the offeror to correct the problems. Offerors may also present information on any awards, certifications, or recognitions of excellence received during the past three years with respect to the performance of services similar to those described in this solicitation.

Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided by the offeror in its proposal and data obtained from other sources. Since the Government may not necessarily

interview all of the sources provided by the Offeror, it is incumbent upon the Offeror to explain the relevance of the data provided. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offeror.

If the offeror does not have past performance history relevant to the solicitation (i.e., a new firm), the offeror will be evaluated neither favorably nor unfavorably.

(b) Subcontracting Plan:

1. The Government is committed to assuring that maximum practicable opportunity is provided to Small Business, Small-Disadvantaged Business, Women-Owned Small Business, HUBZone Small Business, and Service-Disabled Veteran Owned Small Business concerns to participate in the performance of this contract consistent with its efficient performance. The offeror's subcontracting plan should reflect this commitment and represent a creative and innovative program for involving Small Business, Small-Disadvantaged Business, Women-Owned Small Business, HUBZone Small Business, and Service Disabled Veteran-Owned Small Business concerns as subcontractors in the performance of this contract.

2. Large business concerns shall submit subcontracting plans in accordance with FAR 52.219-9 Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)). Small Business concerns are not required to submit a subcontracting plan.

3. The plan should be prepared in accordance with Federal Acquisition Regulation (FAR) 19.704 (a) through (c) and 19.705-4 and address the requirements of FAR 52.219-9. The following goals have been established for this RFP. Along with its subcontracting plan, the offeror shall submit a signed statement certifying corporate commitment to the goals proposed in the Subcontracting Plan.

Category	Goal
Small Business	38.4%
Small Disadvantaged Business	7.2%
Women-Owned Business	7.0%
HUB Zones	3.0%
Service Disabled Veteran-Owned Small Business	3.0%

4. These goals will be utilized for the purpose of identifying that the plan is realistic, challenging and attainable. The plan must demonstrate a real commitment to an active involvement in providing subcontracting opportunities for Small and Small Disadvantaged Business.

(4) VOLUME IV: Oral Presentation Slides: The offeror shall submit its oral presentation slides with its initial proposal; however, the Government will not consider the slides to be stand-alone documents or evaluate the information on the slides except as visual aids to the offeror's oral presentation. There is no limitation on the number of slides that the offeror may submit. However, the offeror's presentation must be completed within the one-hour time limitation and information that is not presented and addressed during the oral presentation will not be evaluated. See Oral Presentation and Demonstration Methodology and Content below for additional requirements.

(4) VOLUME V: Price Proposal: The offeror shall provide a breakdown of its proposed prices for each task/CLIN sufficient to allow the Government to identify the work effort and resources proposed to accomplish each task and evaluate the proposed prices for price reasonableness and realism. The Government will not consider the material in briefing slides for oral presentations in determining which offerors will be invited to provide oral presentations and demonstrations.

## **Oral Presentation and Demonstration Methodology and Content**

### **A. Selection for and Scheduling of Oral Presentations and Demonstrations:**

(1) Following evaluation of the written and price proposals, the Government will schedule oral presentations and demonstrations with those offerors evaluated to have the best chance of award based on the written and price proposals. The Government reserves the right to limit oral presentations and demonstrations to a maximum of three offerors. The Government will notify offerors selected for oral presentations and demonstrations of the date, time, and location of its presentation approximately 2-3 weeks after receipt of proposals. The Government reserves the right to reschedule any Offeror's presentation at the discretion of the Contracting Officer.

(2) The oral presentation, demonstration and the question-and-answer sessions are not part of the offer and are not themselves offers. The oral presentation, demonstration and the question-and-answer sessions will not constitute discussions, as defined by FAR 15.306(d) and offerors selected for demonstrations or oral presentations will not obligate the government to include the offeror in the competitive range, to conduct discussions, or solicit or entertain revised proposals. Statements made by the offeror during the oral presentation, demonstration, or the question-and-answer sessions will not become a part of the contract resulting from this solicitation, unless the Government and an offeror agree to make it a part of an offer during discussions.

(3) Each offeror's oral presentation and demonstration will be conducted consecutively according to the following schedule. The Contracting Officer will strictly enforce the time limits listed below.

- Oral Presentations - one hour
- Break (for Government to formulate questions)
- Question & Answer Session – maximum of one hour
- Break
- Demonstrations - two hours
- Break (for Government to formulate questions)
- Question & Answer Session - one hour

### **B. Oral Presentation Methodology:**

(1) The Government will furnish the slides to the offeror's presenters immediately before the start of the presentation. The Government will evaluate only that information presented and addressed during the oral presentation. In the event of a conflict, what the presenters say will take precedence over the information that appears on the slides.

(2) The presentation must be made by one or more of the personnel, whom the offeror will employ to manage or supervise contract performance on a full-time basis. The Program Manager who will have full-time operational responsibility for contract performance must be present and must, at a minimum, answer questions directed to him or her during the question-and-answer session. Key personnel responsible for critical aspects of performance should also participate. The offeror may not use company senior executives, general managers, or consultants to make any part of the oral presentation. An Offeror may send no more than five persons to the presentation. This number may include no more than two non-presenting company officials. Senior executives or general managers included in the five-person presentation limit may answer questions during the question-and-answer session.

(3) For purposes of documentation, the Government will videotape the oral presentation. These videotapes are considered source selection information and will not be released to the public nor shown to anyone outside of the officials directly involved in the evaluation process. Offerors are prohibited from taping or recording their own presentation.

### **C. Oral Presentation Content:**

(1) The offeror's oral presentation shall address the following elements of the offer's technical and management approach and shall be sufficiently detailed, specific, and complete to enable the Government to thoroughly evaluate the information presented. No price information shall be included in the presentation narrative or briefing slides.

(a) Project Understanding: The offeror must demonstrate its overall understanding of the project objectives and its understanding of the business requirements, including:

- The offeror's understanding of the end state, and how best to achieve it.
- The offeror's approach to bridging the gap between the proposed software's out of the box functionality and the Government's functional and technical requirements.
- The impact that the proposed solution will have on the implementation strategy.
- Any major business process re-engineering changes required by the proposed solution.

(b) Project Management Approach: The offeror must describe its approach to project management. The proposed approach must provide for insight into the offeror's capability to manage the project, respond to day-to-day problems, manage issues, provide status and coordinate, staff, supervise and manage project resources. The approach should address the existing methodologies that will be applied, their use on comparable projects, and descriptions of tools and templates available for efficient and effective management of the project. Approach for status reporting and risk management (i.e. identifying, mitigating and tracking of risks) must be included. Also addressed should be the offeror's approach to problem management including problem identification, escalation, and resolution procedures. Processes for configuration management and change control should include how change requests will be tracked, assessed (including impact to schedule and resources), completed, and closed.

(c) Team Structure and Organization: The offeror must present its project organization plan. The plan should include an organization chart which addresses all expected project roles (offeror, subs, buyer & software vendor) as well as reporting & communication lines. Roles and responsibilities should be clearly articulated for each participating organization, and should plan for offeror, Government, subs and software vendor personnel as necessary. The organization chart should clearly map roles to the personnel listed. In the organization chart, the offeror must include the breakout of labor categories on each team so it can be cross-referenced to the price proposal.

D. Demonstration Methodology: The offeror shall provide slides of its demonstration in electronic format to the Government at the time of the demonstration. The demonstration will be conducted using a Government-provided PC and must be accessible through the web.

E. Demonstration Content: The offeror shall demonstrate the proposed DPS design and the extent to which its proposed solution demonstrates the following functionality:

- Rate Filing and Evaluation
- Minimum Best Value Score
- Best Value Scoring
- TP Ranking
- Costing of Shipments
- User Management
- Counseling
- Shipment Planning, Distribution, and Management
- Claims Management
- Data Analysis
- Report and Document Generation

The offeror's proposed solution should demonstrate an intuitive navigation of system functionality through the effective use of input devices, screen design, labeling of screen, information boxes, on-line help, query function, automatic population of fields, ease of data entry, and embedded training.

(End of provision)

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Technical Approach
  - Project Understanding
  - DPS Design
  - DPS Implementation Methodology
  - Training and Knowledge Transfer
  - GAP Analysis Methodology
  - RICE Utilization
- Management Approach
  - Project Management Approach
  - Quality Control Plan
  - Team Structure/Organization
- Relevant Experience
- Past Performance
- Small Business Subcontracting Plan
- Price
  - Reasonableness
  - Realism

## (b) RELATIVE IMPORTANCE OF FACTORS

Factors of Technical Approach, Management Approach, Relevant Experience, Past Performance, Small Business Subcontracting Plan, and price are in descending order of importance.

- Within Technical Approach: Project Understanding and DPS Design are of equal importance, and each is more important than DPS Implementation Methodology. Training & Knowledge Transfer and Gap Analysis Methodology are of equal importance, but neither is as important as DPS Implementation Methodology. RICE Utilization is the least important technical approach factor.
- Within Management Approach, Project Management Approach and Quality Control Plan are of equal importance. Team structure/organization is the least important management approach factor.
- Relevant Experience does not contain sub-factors
- Past Performance does not contain sub-factors  
If an Offeror or proposed subcontractor does not have past performance history relevant to the solicitation, the Offeror will not be rated favorably or unfavorably.
- Small Business Subcontracting Plan does not contain sub-factors.
- Price is approximately equal to the combined Non-Price Factors of Technical Approach, Management Approach, Relevant Experience, Past Performance, and Subcontracting Plan.

Price proposals will be evaluated for reasonableness and realism. Each offeror will be required to provide a breakdown of its proposed price sufficient to allow the Government to identify the work effort and resources proposed to accomplish each task. The Government will consider the following for evaluation of price, price reasonableness, and price realism:

(1) Price Reasonableness. The Government will evaluate price reasonableness in accordance with FAR 15.305(a)(I). Price will be evaluated on reasonableness based on the total proposed price for the base and option tasks. The determination that the total price is reasonable will be based on information submitted with the Offeror's proposal, the comparison of other competitive offers, and comparison with the Independent Government Cost Estimate (IGCE).

(2) Price Realism. The Government will evaluate the realism of each Offeror's proposed price to determine if the proposed price is consistent with the proposed technical approach and indicates a clear understanding of and a sound approach to satisfying solicitation requirements. Price realism will also assess the degree to which the prices included in the price proposal accurately represent the work effort included in the proposal and the approaches and/or risk assessments made in the proposal. Price realism will be considered in the evaluation of each offeror's overall technical approach as a separate assessment of the risk associated with the offeror's proposed approach.

(c) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(e) Evaluation Of Options

Except when determined not to be in the Government's best interests (FAR Part 52.212.2(b)), the Government will evaluate the contractor's proposed price adjustment for reasonableness and realism, and the extent to which the proposed adjustment is predicated upon changes in the contractor's proposed technical solution. Negotiations may be conducted and final proposal revisions, if necessary, shall be submitted concurrent with the submission of the final gap analysis and final DPS design documentation (see Section 2.2.3 of the PWS). Evaluation of options will not obligate the Government to exercise the option(s).

(f) Discussion/Negotiations:

The Contracting Officer intends to clarify all information submitted in response to the solicitation as necessary to evaluate the proposals, and notwithstanding these clarifications, the Contracting Officer still retains the right to award without discussions.

(End of clause)

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

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

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

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

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

Offeror is an agency or instrumentality of a foreign government;

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

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

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

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

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

\_\_\_ Foreign government;

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

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

(5) Common parent.

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

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

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

- 50 or fewer  \$1 million or less
- 51 - 100  \$1,000,001 - \$2 million
- 101 - 250  \$2,000,001 - \$3.5 million
- 251 - 500  \$3,500,001 - \$5 million
- 501 - 750  \$5,000,001 - \$10 million
- 751 - 1,000  \$10,000,001 - \$17 million
- Over 1,000  Over \$17 million

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

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

(A) It (  ) is, (  ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (  ) has, (  ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

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

(ii) It (  ) is, (  ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on 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.

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--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.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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

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

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

(End of provision)

#### 52.212-4 -- CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2002)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights –

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include –

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

**ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2002)**

Para (a) Inspection/Acceptance. In addition to stated compliance, the following is hereby added and applies to this solicitation/contract:

In addition to the provisions of this clause, deductions will be made for required delivery dates and specified performance objectives not being met. Performance objectives are outlined in the Performance Work Statement (PWS). The Performance Requirements Summary, Attachment (E) to the PWS, lists the standards and deductions applicable.

**Other Terms and Conditions:**

**Contract Price Adjustment (Task 2)**

(1) Except as provided elsewhere in this contract for travel required and approved by the Government, the prices set forth in the Schedule of Rates are firm fixed prices. However, the prices for Optional Task 2, Develop, Test, Train and Implement DPS (CLINS 0002AA through 0002AE, 0003, and 0004), are subject to adjustment in accordance with this clause; provided that in no event shall the total aggregate increase in these prices exceed 10% of the original combined total price for these items. There is no limit on the amount of any decrease that may be made under this clause.

(2) The Government expects the contractor's initial proposed technical solution, and proposed prices for Optional Task 2, to reflect a thorough, well-reasoned approach to satisfying the DPS functional and technical requirements based on full consideration of all solicitation requirements and the information available in the Technical Library. However, the Government recognizes that changes in the proposed technical solution may be identified during the Comprehensive Gap Analysis and Design of the Detailed Integrated DPS Solution that may warrant adjustments (increases or decreases) in the contractor's proposed prices for Optional Task 2. Procedures for adjustments will be as follows:

(a) The contractor shall submit a comprehensive price proposal for Optional Task 2 as part of the detailed integrated DPS design solution required by Section 2.2.3 of the Performance Work Statement (PWS). The contractor's initial price proposal shall be submitted to the Contracting Officer ninety (90) days after contract start, concurrent with the submission of the draft gap analysis and draft DPS design documentation. The proposal shall include a breakdown of the proposed prices itemized to be consistent with the contractor's original proposal, and shall be sufficiently detailed to allow the Government to identify the work effort and resources proposed to accomplish Optional Task 2. The contractor shall include an explanation of the difference between the original proposal and its proposed adjustment and the cause of the difference in terms of the impact of changes in the initial and final technical solution.

(b) The Government will evaluate the contractor's proposed price adjustment for reasonableness and realism, and the extent to which the proposed adjustment is predicated upon changes in the contractor's proposed technical solution. Negotiations may be conducted and final proposal revisions, if necessary, shall be submitted concurrent with the submission of the final gap analysis and final DPS design documentation (see Section 2.2.3 of the PWS).

(c) Any adjustments under this clause shall be prospective and must be negotiated and agreed upon prior to the exercise of Optional Task 2. Retroactive adjustments (i.e., adjustments requested after exercise of the option) will not be allowed. The Government will consider the prices for Optional Task 2 as part of its decision to exercise/not exercise Optional Task 2. The right to exercise/not exercise Optional Task 2 rests solely with the Government; however, failure of the parties to reach agreement on any adjustment prior to the date required for the Government's decision may be cause for the Government not to exercise the option.

(End of Addendum 52.212-4)

**52.215-20 Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data (Oct 1997)--Alternate IV (Oct 1997)**

(a) Submission of cost or pricing data is not required.

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

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

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

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

(End of provision)

**52.216-1 Type Of Contract (Apr 1984)**

The Government contemplates award of a Firm-fixed-Price contract resulting from this solicitation.

(End of provision)

**52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of expiration.

(End of Clause)

**52.217-9 - Option to Extend the Term of the Contract (Mar 2000) (Task #3)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **30** days of contract expiration date, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **10 years and 4 months**

(End of Clause)

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from HQ MTMC, ATTN: MTAQ-P, 200 Stovall Street, Alexandria, VA. 22332

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

(End of provision)

#### **52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

#### **52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

**52.247-5 Familiarization with Conditions (Apr 1984)**

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

(End of Clause)

**52.247-6 Financial Statement (Apr 1984)**

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

(End of Provision)

**52.247- Supervision, Labor, or Materials (Apr 1984)**

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this contract in an orderly, timely, and efficient manner.

(End of Clause)

**52.247-17 Charges (Apr 1984)**

In no event shall charges under this contract be in excess of charges based on the Contractor's lowest rate available to the general public, or be in excess of charges based on rates otherwise tendered to the Government by the Contractor for the same type of service.

(End of Clause)

**52.247-27 - Contract Not Affected by Oral Agreement (Apr 1984)**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of Clause)

*FAR CLAUSES INCORPORATED BY REFERENCE*

This contract incorporates one or more clauses by references, with the same force and effect as if they were give 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 these addresses:

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

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

52.233-3	PROTEST AFTER AWARD (AUG. 1996)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN

(End of Clause)

*Additional Terms and Conditions*

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

(Contracting Officer shall check as appropriate.)

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

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

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

\_\_\_ (ii) Alternate I to 52.219-5.

\_\_\_ (iii) Alternate II to 52.219-5.

\_\_\_ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

X \_\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

\_\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I of 52.219-23.

\_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X \_\_\_ (12) 52.222-26, Equal Opportunity (E.O. 11246).

X\_\_\_ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

X\_\_\_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X \_\_\_ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

\_\_\_(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

\_\_\_ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

\_\_\_(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_(ii) Alternate I of 52.225-3.

\_\_\_(iii) Alternate II of 52.225-3.

\_\_\_(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

X \_\_\_(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

\_\_\_(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

\_\_\_ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

\_\_\_Alternate I of 52.247-64.

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

(Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(5) 52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000) and

(6) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)

(End of clause)

**252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)**

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS.**

**(NOV 1995)**

(a) Definitions.

As used in this clause-

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

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

(b) Certification.

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

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

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

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

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

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

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

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

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2002)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

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

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

X\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

\_\_\_ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

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

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

\_\_\_ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

\_\_\_ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C.10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities (APR 2002) (10.U.S.C. 2533a).

\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

\_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (\_\_\_ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

\_\_\_ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

\_\_\_ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (\_\_\_ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

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

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

X\_\_\_ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

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

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

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5),

the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

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

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

(End of clause)