

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A4	PAGE OF PAGES 1   32					
2. CONTRACT NO. M67854-06-C-6022		3. SOLICITATION NO. M67854-06-F-6000		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 31 Mar 2006		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY COMMANDER, MARINE CORPS SYSTEMS COMMAND CONTRACTING OFFICER (CODE CTOGMLS) 2200 LESTER STREET QUANTICO VA 22134-6050			CODE M67854		8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>				CODE		
TEL: FAX:					TEL: FAX:						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>6</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>2200 Lester St., Quantico, VA</u> until <u>12:00 PM</u> local time <u>02 May 2006</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME SAKEENA SIDDIQI			B. TELEPHONE (Include area code) (NO COLLECT CALLS) (703) 432-4081			C. E-MAIL ADDRESS sakeena.siddiqi@usmc.mil			
<b>11. TABLE OF CONTENTS</b>											
<input checked="" type="checkbox"/>	SEC.	DESCRIPTION			PAGE(S)	<input checked="" type="checkbox"/>	SEC.	DESCRIPTION			PAGE(S)
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>						
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE				
15A. NAME AND ADDRESS OF OFFEROR L-3 COMMUNICATIONS CE ROBERT W. KRYSANICK 7500 INNOVATION WAY MASON OH 45040-9899				CODE 80045	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  ROBERT W. KRYSANICK / CONTRACTS MANAGER				
15B. TELEPHONE NO (Include area code) 513-573-8850			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE			
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT \$33,615,168.00			21. ACCOUNTING AND APPROPRIATION See Schedule					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM			
24. ADMINISTERED BY (If other than Item 7) DCMA DAYTON 1725 VAN PATTON DRIVE BUILDING 30, AREA C WPAFB OH 45433-5302				CODE S3605A		25. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266					
26. NAME OF CONTRACTING OFFICER (Type or print) MICHAEL S. LOGAN TEL: 703-432-4220 EMAIL: michael.logan@usmc.mil					27. UNITED STATES OF AMERICA <i>Michael S. Logan</i> (Signature of Contracting Officer)			28. AWARD DATE 20-Sep-2006			

Section B - Supplies or Services and Prices

B.1

**B.1 CONTRACT TYPE** – This contract utilizes a **Cost Plus Fixed Fee Type Effort for CLIN 0100 Systems Development and Demonstration Phase and Firm Fixed Price (FFP) Indefinite Delivery Indefinite Quantity (IDIQ) Option CLINs 0300 for Production and T&M Option Line Items 0401 for Interim Contractor Logistics Support and Option CLIN 0402 for Special Tooling and Test Equipment.**

**B.2 MINIMUM CONTRACT ORDER** – The Government is obligated to purchase and the Contractor is obligated to provide supplies and services for the minimum work as the minimum amount covered by this contract. The minimum effort is reflected under CLINs 0100, System Development and Demonstration Phase. An option is the Government's unilateral right to purchase additional supplies or services called for by the contract or extend the term of the contract. Should the Government determine to exercise Option CLINs 0300, 0401 and 0402, it shall be obligated to purchase, and the Contractor is obligated to provide, supplies and services.

Maximum Contract Value - The total dollar value of this contract (over all years) shall not exceed **\$49,350,543.00**.

B.3 MIN AND MAX QUANTITIES

**Contract and Delivery Order Limitations Under Option CLIN 0300:  
Ordering Period of One (1) Year commencing Fiscal Year (FY) 2006**

Contract Minimum: 125  
Contract Maximum: 1,023

Delivery Order Minimum: 125  
Delivery Order Maximum: 1,023

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100	UGWS M36E3 Thermal Sight Integration CPFF AAV Thermal Sight SDD, Systems Development and Demonstration Phase in accordance with Section C of the contract. FOB: Destination MILSTRIP: M9545006RC62114 SHIP VIA: Best Way ( Shippers Option)		Lot		
				ESTIMATED COST	\$ [REDACTED]
				FIXED FEE	\$ [REDACTED]
				TOTAL EST COST + FEE	\$ [REDACTED]
	ACRN AA CIN: 000000000000045006RC050890100				\$ [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0200	Contract Data Requirements List FFP Contract Data Requirements List - DD Form 1423-shall apply to CLIN 0100, and Option CLINs 0300, 0400, 0401 and 0402, if exercised. FOB: Destination MILSTRIP: M9545006RC62114 SHIP VIA: Best Way ( Shippers Option)	1	Lot		NSP

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0300	UGWS M36E3 Thermal Sight Integration FFP AAV Thermal Sight Production Units in accordance with Section C of the contract. FOB: Destination MILSTRIP: M9545006RC62114 SHIP VIA: Best Way ( Shippers Option)	UNDEFINED	Each	UNDEFINED	UNDEFINED

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MAX  
NET AMT

UNDEFINED

ACRN AB \$0.00  
CIN: 000000000000045006RC621140300

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Thermal Sight CLIN 0300	0300	██████████	██████████	██████████
		██████████	██████████	██████████
		██████████	██████████	██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0300AA	UGWS M36E3 Thermal Sight Integration FFP AAV Thermal Sight Production Units in accordance with Section C of the contract. FOB: Destination MILSTRIP: M9545006RC62114 SHIP VIA: Best Way ( Shippers Option)	668	Each	(b)(4)	

NET AMT

ACRN AB  
CIN: 00000000000045006RC621140300AA

(b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Thermal Sight CLIN 0300	0300AA	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0401 OPTION	Interim Logistics Support FFP Interim Contractor Logistics Support (CLS) in accordance with Section C of the contract. The specific amount to be determined and funded per Technical Direction up to a maximum of 2000 hours, materials/ODC and travel in accordance with JTR. FOB: Destination MILSTRIP: M9545006RC62114 SHIP VIA: Best Way ( Shippers Option)	UNDEFINED	Lot	UNDEFINED	UNDEFINED

MAX  
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0401AA OPTION	Interim Logistics Support FFP FOB: Destination SHIP VIA: Best Way ( Shippers Option)	1	Hours	(b)(4)	(b)(4)

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MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0401AB OPTION	Interim Logistics Support FFP Materials/ODCs*  Wrap Rate of 164% FOB: Destination SHIP VIA: Best Way ( Shippers Option)	1	Lot	UNDEFINED	UNDEFINED

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MAX NET AMT UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0401AC OPTION	Interim Contractor Logistics Support FFP Travel/ODC *	1	Lot	UNDEFINED	UNDEFINED
	Wrap rate of (b)(4)				
	FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402 OPTION	AAV Thermal Sight Special Tooling FFP AAV Thermal Sight Special Tooling in accordance with Section C of the Contract.	1	Lot		(b)(4)
	Not required.				
	FOB: Destination				
	SHIP VIA: Best Way ( Shippers Option)				
				NET AMT	(b)(4)

**CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE**

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
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## Section C - Descriptions and Specifications

### DESC/SPEC/WORK STATEMENT

#### SECTION C: DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

##### C-1 Statement of Work/Prime Item Specification

###### CLIN 0100 System Development and Demonstration (SDD) Phase

The contractor within **ninety (90) days** after contract award shall design, develop, integrate, test and analyze, qualify, perform platform integration, and demonstrate production prove out material, facilities, support equipment, system test and evaluation equipment, containers, software, training and training equipment, and personnel, which includes test support for Government testing, to accomplish all SDD objectives for the AAVS Thermal Sight, as implemented in the Statement Of Objectives (SOO), and **System Performance Specification (SPS)** included in Section J of this document, as well as, the contractor-provided Integrated Master Plan (IMP) and SRD incorporated in the contract upon exercise of Option. The contractor shall provide seven (7) each of these units as follows:

**Three (3) units within forty-five (45) days to support governmental testing and;  
Four (4) units within ninety (90) days to support contractor developmental testing.**

###### CLIN 0300 UGWS M36E3 Thermal Sight Production Units

UGWS M36E3 Thermal Sight Production Units addressed in this CLIN shall be in compliance with Performance Specification and the the Statement of Work.

###### CLINs 0401 Interim Contractor Logistics Support

The contractor shall in accordance with the maintenance concept and warranty provide interim contract logistics support for the UGWS M36E3 Thermal Sight program. The contractor shall propose and provide one labor category to support the level of effort listed in Section B. This shall be at a fixed hourly rate with individual tasking to be determined with individual contract modifications. Such support shall include a Contractor Logistics Support Plan in accordance with the RFP SOO.

###### CLINs 0402 Special Tooling and Test Equipment

The Special Tooling and Test Equipment addressed in this CLIN shall be in compliance to the **System Performance Specification** and the Statement of Objectives.

##### C-2 Technical Data

CLIN 0200 (if and to the extent exercised), technical data shall be prepared and delivered in accordance with the requirements of SOO and the applicable Contract Data Requirements List (CDRL), DD Form 1423, included in Section J of this document.

##### C-3 Cost Data

The production prices of all Option CLINs that fall after Option CLIN 0300 in the Contract(s) shall remain undisclosed and protected as Source Selection Sensitive Information until the exercise of the Production option(s).

[END OF SECTION]

Section D - Packaging and Marking

PACKING

D-1 Technical Data Items

All technical documentation deliverable under this contract shall be packaged and packed so as to preclude damage during transit. These items shall be packaged, packed, and marked in order to meet the requirements of the carrier, and insure safe delivery at destination.

D-2 Supply Items

All supplies deliverable under this contract shall be prepared for delivery (Preserved, Packed, Palletized, and Marked) in accordance with ASTM D 3951-90 and the contractor's best commercial practices, so as to preclude damage during transit and ensure safe delivery.

D-3 Marking Instructions

Marking of all deliverables (supplies and technical documentation) shall be in accordance with the contractor's best commercial practices, using the latest version of MIL STD 129 as guidance.

END OF SECTION

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0100	Destination	Government	Destination	Government
0200	Destination	Government	Destination	Government
0300	Destination	Government	Destination	Government
0300AA	N/A	N/A	N/A	Government
0401	N/A	N/A	N/A	Government
0401AA	Destination	Government	Destination	Government
0401AB	Destination	Government	Destination	Government
0401AC	N/A	N/A	N/A	Government
0402	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

ADDITIONAL CLAUSES

## CLAUSES INCORPORATED BY REFERENCE

52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.242-12	Report of Shipment (REPSHIP)	JUN 2003
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.242-7003	Application For U.S. Government Shipping Documentation/Instructions	DEC 1991

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0100	45 dys. ADC	3	BAE SYSTEMS LAND AND ARMAMENT MCSD BILL SCHWENGER 8001 LADYSMITH ROAD LADYSMITH VA 22501 804-448-3439 FOB: Destination	
0100	90 dys. ADC	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0200	15-OCT-2006	1	MCSC CONTRACTING OFFICES MARY L. SCHUCK CODE: CTQ 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-4072 FOB: Destination	M67854
0300	POP 20-NOV-2006 TO 18-DEC-2008	N/A	PG-14 AAV CAPTAIN RONALD WHITE, USMC COMMANDING GENERAL, PG-14/AAV, 2200 LESTE QUANTICO VA 22134 703-432-4102 FOB: Destination	M67854
0300AA	N/A	N/A	N/A	N/A

0401	N/A	N/A	N/A	N/A
0401AA	12 mths. ADC	1	N/A FOB: Destination	
0401AB	12 mths. ADC	1	N/A FOB: Destination	
0401AC	12 mths. ADC	1	N/A FOB: Destination	
0402	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

PAYMENT DATA

Section G - Contract Administration Data

G.1 ACCOUNTING AND APPROPRIATION DATA

The applicable accounting and appropriation data will be cited on the contract award document. All documents submitted for payment shall reference the accounting and appropriation data set forth in the orders.

The Accounting Classification Reference Numbers (ACRN) assigned by Marine Corps Systems Command shall be used in applicable contract modifications issued by the cognizant contract administration office. If the Marine Corps Systems Command assigns no ACRN, the contract administration office may assign an alphanumeric ACRN (A1 through B9 and continuing, if necessary, through Z9, excluding the letters "I" and "O") (see DFARS 204.7107).

Defense Finance and Accounting Service (DFAS) shall make payments by sequential ACRN. No prorated payments across ACRNs shall be made.

G.2 CONTRACTING OFFICE POINT OF CONTACT

The purchase office point of contact for this procurement is:

Commander  
Attn CTQ-MLS (Mary Lee Schuck)  
Marine Corps Systems Command  
2200 Lester Street  
Quantico, VA 22134-5010  
Marylee.schuck@usmc.mil

G.3 DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA)

The Administrative Contracting Officer (ACO) is as listed below:

Mr. Greg Borgwald, Administrative Contracting Officer  
DCMA Dayton-GYOH)  
1725 Van Patton Drive  
Building 30, Area C  
Wright-Patterson AFB, OH 45433-5302

G.4 ADDRESS OF PAYMENT OFFICE

Cognizant payment activity as follows:

DFAS – Columbus Center, North Entitlement Operations  
P.O. Box 182266  
Columbus, OH 43218-2266

G.5 REMITTANCE ADDRESS

The address to which Electronic Funds Transfer (EFT) payments should be made by the Government is as follows:

(b)(4)

**(b)(4)****G.6 INVOICES:****ELECTRONIC SUBMISSION OF PAYMENT REQUESTS.**

In compliance with DFARS 252.232-7003, Electronic Submission of Payment Requests (March 2003), the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract – unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) register to use WAWF-RA at <https://rmb.ogden.disa.mil> and (ii) ensure an electronic business point of contact is designated in the Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.gov), within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. The USMC WAWF-RA point of contact for this contract is Barry Oglesby and can be reached by phone at 703-432-4370 or via e-mail at [barry.oglesby@usmc.mil](mailto:barry.oglesby@usmc.mil).

The contractor is directed to use the 2-in-1 format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps System Command DoDAAC and extension PG-14 (i.e., M67854PG14) as the DoDAAC for all shipping addresses.

b. If an exception in Para an above applies, the contractor shall submit invoices to the following address for certification and forwarding to DFAS for payment:

**Commanding General  
Marine Corps Systems Command  
Attn: PM-AAVS, Captain Ronald R. White, USMC, Project Officer  
2200 Lester Street  
Quantico, VA 22134**

The Marine Corps activity receiving the contracted supplies / services shall forward a receiving / acceptance report to DFAS Columbus, OH.

**ACCOUNTING AND APPROPRIATION DATA**

AA: 1761319M7KE 250 67854 067443 2D C0021A  
COST CODE: 45006RC05089  
AMOUNT: \$641,352.00  
CIN 00000000000045006RC050890100: **(b)(4)**

AB: 17611092021 250 67854 067443 2D 2021SE  
COST CODE: 45006RC62114  
AMOUNT: \$32,973,816.00  
CIN 00000000000045006RC621140300: \$0.00  
CIN 0000000000045006RC621140300AA: **(b)(4)**

**CLAUSES INCORPORATED BY REFERENCE**

52.232-1	Payments	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	AUG 2005

## Section H - Special Contract Requirements

**SECTION H SPECIAL PROVISIONS****H.1 REAL TIME ELECTRONIC DATA EXCHANGE CAPABILITY AND GOVERNMENT ACCESS TO CONTRACTOR DATA**

- a. Since this a streamlined program, a primary principle is to minimize the amount of deliverable data. Further, the Government is embracing the concept of insight into program status rather than the traditional oversight. In that the Government has minimized the requirement for deliverable data and technical information, the Government shall require on-line access to all contractor AAV Thermal Sight generated data to gain and maintain the desired insight of program activities. This includes all data generated and used by the contractor to manage the AAV Thermal Sight programs.
- b. The contractor shall obtain within 90 days after contract award, access to the PM AAV Program Management Module for real-time electronic data exchange capability between their activity and the Government AAV Thermal Sight program office with direct access to and use of all contractor data to include subcontractor data pertaining to the AAV Thermal Sight program. The Government and contractor(s) shall mutually agree on the data, which shall be available through the real-time electronic data exchange. This on-line capability includes, but is not limited to, telecommunication links, unique hardware and software required to assess and use contractor data, documentation and formal training to AAV Thermal Sight personnel on how to use the AAVS Program Management Module. For the purposes of the AAV Thermal Sight programs, the definition of AAV Contract Management Module is all data generated for the program, not just Government furnished information and contract data requirement list (CDRL) data.
- c. The PM AAV Program Management Module will provide real time electronic access capability, on line delivery via telecommunications download, and in place delivery of AAV Thermal Sight contract generated data required by the AAV Thermal Sight Government team.

**H.2 CONTRACT TYPE FOR PRODUCTION UNITS**

- a. A fixed price is the contract type effective for the period of performance of this contract for the AAV Thermal Sight production units.

**H.3 SHIPPING/TRANSPORTATION OF THE AAV THERMAL SYSTEMS**

For determining the transportation cost of the AAV Thermal Sights system from the point of Origin to final destination the following destinations listed below shall be used:

AAV Distribution

DODAAC	UNIT	Address	Quantity
M33800	AAS	Commanding Officer Assault Amphibian School Battalion Attn: CWO3 Bennie Bldg. 210567 Marine Corps Base Camp Pendleton, CA 92055-5001	36
M30300	TBS	C1 Co. G Track Vehicle Platoon Attn: Armory Instructor Battalion, The Basis School Quantico, VA 22134	5
M35014	EEAP	Traffic Management Office MF: Head Exercise Support Division Attn: GySgt Sava Marine Corps Air Ground Combat Center Twentynine, Palms, CA 92278-4071	50
M21820	3 <sup>rd</sup> AABN	3 <sup>rd</sup> Assault Amphibian Battalion Attn: Armory Bldg. 210577 1 <sup>st</sup> Marine Division, I MEF Camp Pendleton, CA 92055-5627	223
M21810	2 <sup>nd</sup> AABN	Commanding Officer Attn: Armory 2n AABn, 2d MARDIV Camp Lejeune, NC 28524-0004	213
M21800	CABN, Okinawa	Commanding Officer Attn: Armory Combat Assault Battalion 3d Marine Division (-) (REIN) Unit 36280, Okinawa Japan FPO AO 96602-6280	43
M13403	CSC, Hawaii	CSSG-3 Maintenance Company Attn: Armory Ordinance Platoon MCBH Kaneohe Bay, HI 96863-3032	14
M21831	I&I Tampa	Inspector-Instructor Staff - Tampa HWSVCCO 4 <sup>th</sup> Assault Amphibian Battalion Attn: Armory 5121 Gandy Blvd. MCRTC Tampa, FL 33611-3099	4

M21833	I&I Jacksonville	Inspector – Instructor Staff – Jacksonville Attn: Armory CO B 4 <sup>th</sup> Assault Amphibian Battalion Bldg. 938, Box 44 Naval Air Station Jacksonville, FL 32212-0044	10
M21834	I&I Norfolk	Inspector – Instructor Staff – Norfolk Attn: Armory Co A (-) 4 <sup>th</sup> Assault Amphibian Battalion 7690 Shore Drive Suite 100 Norfolk, VA 23521-3298	16
M21832	I&I Gulfport	Inspector – Instructor Staff – Gulfport Attn: Armory CBC Bldg. 114, 4901 3 <sup>rd</sup> Street Gulfport, MS 39501-5008	6
M21835	I&I Galveston	Inspector – Instructor Staff – Galveston Attn: Armory 3 <sup>rd</sup> PLT B Co. 4 <sup>th</sup> AABN Fort Point Marine Reserve Center Galveston, TX 77553-1650	6
M90102	PM-AAVS Ladysmith	BAE Systems MCSD ATTN: Bill Schwenger 804-448-3439 8001 Ladysmith Road Ladysmith, VA 22501	11
	Maritime Positioning Fleet	Transportation Mgmt Officer Attn: Paul Tomecek (904) 696-5085 6200 Flagship Circle Blount Island Jacksonville, FL 32218-3404	289

\* This list is for information purposes only and may be subject to change

#### **H-4 CONTRACTOR NOTICE REGARDING LATE DELIVERY**

In the event that the contractor, for any reason, anticipates or encounters difficulty in complying with the contract delivery schedule or date, or in meeting any of the other requirements of the contract, they shall immediately notify the Administrative and Procuring Contracting Officers (ACO and PCO) in writing, providing all of the pertinent details. This data shall be for information only and its receipt by the Government shall not be construed as a waiver by the Government of (i) any delivery schedule or date, (ii) compliance with any other contract requirements by the contractor, or (iii) any other rights or remedies belonging to the Government under law or otherwise under this contract.

#### **H.5 CONTRACT CHANGES**

- a. No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner communicate with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- b. No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the contracting officer or his or her designated representative.
- c. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

#### **H.6 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY**

If the offeror/contractor plans to use, in performing the work under this solicitation/contract, any items of Government property in the offeror's/contractor's possession under a facilities contract or other agreement independent of this solicitation, the offeror shall so state in their proposal and identify (by contract number, Government agency, and contract administrator) the facilities he proposes to use. Moreover, the offeror shall request written concurrence to use each item of such Government property from the cognizant Contracting Officer.

#### **H.7 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE**

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the Contracting Officer, incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

#### **H.8 ORGANIZATIONAL CONFLICT OF INTEREST**

FAR 9.5 prescribes responsibilities, general rules and procedures for identifying, evaluating and resolving Organizational Conflicts of Interest (OCI). Due to the broad nature of requirements in this contract, the Contracting Officer will provide guidance as to the interpretation of an OCI situation when the contractor identifies the potential for such an occurrence. The Government's intention is to maintain one industry source for the AAV Thermal Sight System. The Offeror

awarded this contract document will have overall contractual responsibility/ contractor support for the AAV Thermal Sight Effort; therefore, any OIC will be minimal.

FAR Part 9.505 described general rules for avoiding, neutralizing, or mitigating OCIs. The contractor shall actively assist the Government to avoid such situations by adopting a practice (at the prime and subcontract levels) of identifying any performance requirement that potentially involves an OCI situation. The exercise of common sense, good judgement, and sound discretion is required in both the decision on whether a significant conflict exists and, if it does, the development of an appropriate means for resolving it. The two underlying principles are:

- (1) Preventing the existence of conflicting roles that might bias a contractor's judgement, such as access to proprietary data of other companies, and the potential for improper financial advantage.
- (2) Preventing unfair competitive advantage. As described in FAR 9.5, an unfair competitive advantage exists where a contractor competing for award of any Federal contract possesses –
  - a) Proprietary information (See FAR Part 3.104-3), obtained from a Government official without proper authorization; or
  - b) Source selection information relevant to the contract, but not available to all competitors, and such information would assist that contractor in obtaining the contract.

The contractor shall promptly notify the Contracting Officer, in writing, of any conflict discovered, and shall also refrain from undertaking the effort in question pending further direction from the Contracting Officer. The contractor understands and agrees that access to proprietary data furnished by other companies shall be used solely in the accomplishment of the task for which it has been provided. Unauthorized use, or disclosure of any proprietary data is strictly prohibited, and the contractor agrees to abide by this guidance throughout the performance of this contract.

## **H.9 CONTRACTOR ACCESS TO DEPARTMENT OF DEFENSE (DOD) SUPPLY SYSTEM**

- (a) The contractor shall have direct access to the DoD supply system; however, use of this system is not mandatory for the contractor. The contractor shall purchase parts, components and material without the DoD supply system as much as possible. If the DoD supply system is to be utilized in ordering components, the contractor shall obtain direct electronic access through the Defense Automated Addressing System Center (DAACS), via the Defense Contract Administration Office (DCMC). The DAACS will provide procedures and software for electronic requisition submission. The contractor is responsible for electronically submitting requisitions directly to the DoD supply system, maintaining status, receiving billing from the source of supply, and providing direct payment to the Defense Financial Accounting Service (DFAS).

- (b) The Government shall not be held liable or responsible for any deficiencies and delays of any purchase parts, components and material received through the DoD supply system; nor, is the contractor absolved from meeting the required delivery schedule as a result of deficiencies or delays. All original terms and conditions regarding receipt and acceptance of the deliverables of this contract remain in effect.
- (c) Title to all property acquired by the contractor through the DoD supply system shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government Furnished Property", as distinguished from "Government Property". The provisions of the clause entitled "Government Property", except its paragraphs (a) and (b), shall apply to all property acquired by the contractor through the DoD supply system.

#### **H.10 MONTHLY PROGRESS REPORT**

In support of CLIN 0100 and Option CLIN 0300, the contractor shall furnish one (1) electronic copy (format to be determined) of a monthly written progress report to the COR and the Contracting Officer via the PM AAVS Program Management Center on or before the 20th day of the month following the calendar month being reported. Each report shall contain concise summary statements covering the following information for each Task Action Plan (TAP) (CLIN 0200):

- (a) Narrative describing the progress achieved during the past month; plans for the forthcoming month, and any problems (actual or anticipated) requiring government action. For identified (actual) problems, the contractor shall identify the impact in terms of cost, labor hours, and scheduled dates of completion for the work. This shall also include recommendations for resolution;
- (b) Travel costs, including details of the trip as to purpose, duration, and actions;
- (c) Funds expended, by month and cumulative of contract, sorted by Program Office and project;
- (d) Personnel turnover, utilization of subcontractors, and staffing projections;
- (e) Labor hours expended, by labor category sorted by Program Office and project; and
- (f) Deliverables accepted or rejected during the period of performance.

#### **H.11 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The Contracting Officer shall designate a Contracting Officer's Representative (COR) to assist in monitoring the work under this contract. The COR is responsible for the technical administration of the contract and the technical liaison with the contractor. The COR IS NOT authorized to change the scope of the work or specifications as stated in the contract, to make any commitments or otherwise obligate the government or authorize any changes which may affect the contract price, delivery schedule, period of performance, or other terms and conditions.

#### **H.12 NON-PERSONAL SERVICES**

The inherent nature of the services in this contract and the manner in which it is provided does not require Government direction nor supervision of contractor employees in order to adequately protect the Government's interest and retain control of the function. The Government does not prepare work schedules for contractor employees, nor does it supervise or control the method by which the contractor performs the service. The Government does not determine the number of people employed nor define the specific duties of individual employees. Contractor employees shall not be used interchangeably with Government personnel to perform the same function nor be integrated into the Government's organizational structure. The Contracting Officer retains all key management decisions which all for the exercise of personal judgment and discretion on behalf of the Government.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.217-7	Option For Increased Quantity--Separately Priced Line Item	MAR 1989
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998

52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-7	Notice Of Radioactive Materials	JAN 1997
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-1	Buy American Act--Supplies	JUN 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.225-15	Santioned European Union Country End Products	FEB 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-14	Rights in Data--General	JUN 1987
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2003
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004

52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.245-17	Special Tooling	MAY 2004
52.245-18	Special Test Equipment	FEB 1993
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7003	Item Identification and Valuation	JUN 2005
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.217-7028	Over And Above Work	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2005
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

## 52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)

[Contracting Officer shall insert details]

(a) The Contractor shall test four (4) unit(s) of Lot/Item 0300, if exercised as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within thirty (30) calendar days from the date of this contract to PM AAVS, Captain Ronald White, USMC, 2200 Lester Street, Quantico, VA 22134. marked "FIRST ARTICLE TEST REPORT: Contract No. TBD, Lot/Item No. 0100" Within fifteen (15) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

## 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

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

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

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

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

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

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

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

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

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

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

- (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

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

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachments to this solicitation include a Contracts Statements of Objectives (SOO), **Systems Performance Specification (SPS)** for the AAV Thermal Sight, Contract Data Requirements Lists (CDRLs), and Contractor Performance Questionnaires.

ATTACHMENT 1:

**Contract Statement Of Objectives (SOO)**

ATTACHMENT 2:

**1. Systems Performance Specification for the AAVS Thermal Sight – Revised by Amendment 0003 dated 16 August 2006**

ATTACHMENT 3:

**CONTRACTOR PERFORMANCE QUESTIONNAIRE**

**EXHIBITS : CONTRACT DATA REQUIREMENTS LIST (CDRL)**

- A. CDRL A001 – Safety Assessment Report (SAR)**
- B. CDRL A002 – Cost / Schedule Status Reports (C/SSR)**
- C. CDRL A003 – Integrated Master Schedule (IMS)**
- D. CDRL A004 – Program Unique Specification Documents**
- E. CDRL A005 – Test Plan**
- F. CDRL A006 – Test / Inspection Report**
- G. CDRL A007 - Interface Control Management Data Report**
- H. CDRL A008 – Technical Manual Contract Requirement**