

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 57		
2. CONTRACT NO. M67854-08-D-6040		3. SOLICITATION NO. M67854-07-R-6040	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 03 Aug 2007	6. REQUISITION/PURCHASE NO.			
7. ISSUED BY MARINE CORPS SYSTEMS COMMAND 3035 BARNETT AVE ATTN: L. JOHNSON-VINSON QUANTICO VA 22134			CODE M67854	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE		
			TEL: 703-432-0951			TEL:		
			FAX: 703-784-5925			FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
SOLICITATION								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS		
11. TABLE OF CONTENTS								
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OFFER (Must be fully completed by offeror)								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			Net 30 Days					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR			CODE	99789	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
BAE SYSTEMS TECHNOLOGY SOLUTIONS & SERV 1601 RESEARCH BOULEVARD ROCKVILLE MD 20850-3173								
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE	
		<input type="checkbox"/>						
AWARD (To be completed by Government)								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT \$94,000,000.00		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM		
				(4 copies unless otherwise specified)				
24. ADMINISTERED BY (If other than Item 7)			CODE	25. PAYMENT WILL BE MADE BY		CODE	M67443	
See Item 7			DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022					
26. NAME OF CONTRACTING OFFICER (Type or print) LASHUNYA E. JOHNSON-VINSON TEL: 703-432-0951 EMAIL: lashunya.johnson-vin@usmc.mil				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE 27-Jun-2008		

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year FFP Period of Performance: June 26, 2008 through December 31, 2008. FOB: Destination				\$0.00
					<hr/>
					NET AMT
					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Services - Base Year FFP Period of Performance: June 26, 2008 through December 31, 2008. FOB: Destination	300,000	Hours	\$1.00	\$300,000.00
					<hr/>
					NET AMT
					\$300,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB			Hours		\$8,360,000.00

Services - Base Year

CPAF

Period of Performance: June 26, 2008 through December 31, 2008. The base fee will be (b) (4) of the total amount obligated and the award fee shall not exceed (b) (4) of the amount obligated during the award fee period. The total fee shall not exceed (b) (4) of the total amount obligated during the award fee period.

Award Fee Period 1: June 26, 2008 through December 31, 2008.

FOB: Destination

	ESTIMATED COST	(b) (4)
	BASE FEE	(b) (4)
	SUBTOTAL EST COST + BASE	(b) (4)
	MAX AWARD FEE	(b) (4)
	TOTAL EST COST + FEE	\$8,360,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC			Dollars, U.S.		\$1,000,000.00

Travel - Base Year

COST

Travel per task is NTE \$30,000 unless written approval is obtained. Period of Performance: June 26, 2008 through December 31, 2008.

FOB: Destination

	ESTIMATED COST	\$1,000,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD			Dollars, U.S.		\$400,000.00

Other Direct Costs - Base Year
COST

ODCs are NTE \$10,000 per task unless written approval is obtained. Period of Performance: June 26, 2008 through December 31, 2008.

FOB: Destination

ESTIMATED COST	\$400,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION			Hours		\$0.00 NTE

Option Year 1
FFP

Period of Performance: January 1, 2009 through December 31, 2009.

FOB: Destination

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		500,000	Hours	\$1.00	\$500,000.00

Services - Option Year 1
FFP

Period of Performance: January 1, 2009 through December 31, 2009.

FOB: Destination

NET AMT	\$500,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB			Hours		\$17,985,000.00

Services - Option Year 1

CPAF

Period of Performance: January 1, 2009 through December 31, 2009. The base fee will be (b) (4) of the total amount obligated and the award fee shall not exceed (b) (4) of the amount obligated during the award fee period. The total fee shall not exceed (b) (4) of the total amount obligated during the award fee period.

Award Fee Period 1: January 1, 2009 through June 30, 2009.

Award Fee Period 2: July 1, 2009 through December 31, 2009.

FOB: Destination

	ESTIMATED COST	(b) (4)
	BASE FEE	(b) (4)
	SUBTOTAL EST COST + BASE	(b) (4)
	MAX AWARD FEE	(b) (4)
	TOTAL EST COST + FEE	\$17,985,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC			Dollars, U.S.		\$1,500,000.00

Travel - Option Year 1

COST

Travel per task is NTE \$30,000 unless written approval is obtained. Period of Performance: January 1, 2009 through December 31, 2009.

FOB: Destination

	ESTIMATED COST	\$1,500,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD			Dollars, U.S.		\$1,000,000.00

Other Direct Costs - Option Year 1
COST

ODCs per task is NTE \$10,000 unless written approval is obtained. Period of Performance: January 1, 2009 through December 31, 2009.

FOB: Destination

ESTIMATED COST	\$1,000,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION			Hours		\$0.00

Option Year 2
FFP

Period of Performance: January 1, 2010 through December 31, 2010.

FOB: Destination

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		500,000	Hours	\$1.00	\$500,000.00

Services - Option Year 2
FFP

Period of Performance: January 1, 2010 through December 31, 2010.

FOB: Destination

NET AMT	\$500,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Services - Option Year 2 CPAF		Hours		\$17,985,000.00
	Period of Performance: January 1, 2010 through December 31, 2010. The base fee will (b) (4) of the total amount obligated and the award fee shall not exceed (b) (4) of the amount obligated during the award fee period. The total fee shall not exceed (b) (4) of the total amount obligated during the award fee period. Award Fee Period 1: January 1, 2010 through June 30, 2010. Award Fee Period 2: July 1, 2010 through December 31, 2010. FOB: Destination				

ESTIMATED COST	(b) (4)
BASE FEE	(b) (4)
SUBTOTAL EST COST + BASE	(b) (4)
MAX AWARD FEE	(b) (4)
TOTAL EST COST + FEE	\$17,985,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	Travel - Option Year 2 COST		Dollars, U.S.		\$1,500,000.00
	Travel per task is NTE \$30,000 unless written approval is obtained. Period of Performance: January 1, 2010 through December 31, 2010. FOB: Destination				

ESTIMATED COST	\$1,500,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD			Dollars, U.S.		\$1,000,000.00

Other Direct Costs - Option Year 2
COST

ODCs per task is NTE \$10,000 unless written approval is obtained. Period of Performance: January 1, 2010 through December 31, 2010.

FOB: Destination

ESTIMATED COST	\$1,000,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION			Hours		\$0.00

Option Year 3
FFP

Period of Performance: January 1, 2011 through December 31, 2011.

FOB: Destination

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		500,000	Hours	\$1.00	\$500,000.00

Services - Option Year 3
FFP

Period of Performance: January 1, 2011 through December 31, 2011.

FOB: Destination

NET AMT	\$500,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB			Hours		\$17,985,000.00

Services - Option Year 3

CPAF

Period of Performance: January 1, 2011 through December 31, 2011. The base fee will be (b) (4) of the total amount obligated and the award fee shall not exceed (b) (4) of the amount obligated during the award fee period. The total fee shall not exceed (b) (4) of the total amount obligated during the award fee period.

Award Fee Period 1: January 1, 2011 through June 30, 2011.

Award Fee Period 2: July 1, 2011 through December 31, 2011.

FOB: Destination

	ESTIMATED COST	(b) (4)
	BASE FEE	(b) (4)
	SUBTOTAL EST COST + BASE	(b) (4)
	MAX AWARD FEE	(b) (4)
	TOTAL EST COST + FEE	\$17,985,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC			Dollars, U.S.		\$1,500,000.00

Travel - Option Year 3

COST

Travel per task is NTE \$30,000 unless written approval is obtained. Period of Performance: January 1, 2011 through December 31, 2011.

FOB: Destination

	ESTIMATED COST	\$1,500,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD			Dollars, U.S.		\$1,000,000.00

Other Direct Costs - Option Year 3
COST

ODCs per task is NTE \$10,000 unless written approval is obtained. Period of Performance: January 1, 2011 through December 31, 2011.

FOB: Destination

ESTIMATED COST	\$1,000,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION			Hours		\$0.00

Option Year 4
FFP

Period of Performance: January 1, 2012 through December 31, 2012.

FOB: Destination

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		500,000	Hours	\$1.00	\$500,000.00

Services - Option Year 4
FFP

Period of Performance: January 1, 2012 through December 31, 2012.

FOB: Destination

NET AMT	\$500,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB			Hours		\$17,985,000.00

Services - Option Year 4

CPAF

Period of Performance: January 1, 2012 through December 31, 2012. The base fee will be (b) (4) the total amount obligated and the award fee shall not exceed (b) (4) of the amount obligated during the award fee period. The total fee shall not exceed (b) (4) of the total amount obligated during the award fee period.

Award Fee Period 1: January 1, 2012 through June 30, 2012.

Award Fee Period 2: July 1, 2012 through December 31, 2012.

FOB: Destination

ESTIMATED COST	\$ (b) (4)
BASE FEE	(b) (4)
SUBTOTAL EST COST + BASE	(b) (4)
MAX AWARD FEE	(b) (4)
TOTAL EST COST + FEE	\$17,985,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC			Dollars, U.S.		\$1,500,000.00

Travel - Option Year 4

COST

Travel per task is NTE \$30,000 unless written approval is obtained. Period of Performance: January 1, 2012 through December 31, 2012.

FOB: Destination

ESTIMATED COST	\$1,500,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD			Dollars, U.S.		\$1,000,000.00

Other Direct Costs - Option Year 4
COST

ODCs per task is NTE \$10,000 unless written approval is obtained. Period of Performance: January 1, 2012 through December 31, 2012.

FOB: Destination

ESTIMATED COST	\$1,000,000.00
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CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT \$1,000,000.00	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$94,000,000.00
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Section C - Descriptions and Specifications

STATEMENT OF WORK**1.0 SCOPE**

- 1.1 The scope of this effort is to provide the essential complementary Operational Test and Evaluation (OT&E) Managerial and Technical Support resources required by the Marine Corps Operational Test and Evaluation Activity (MCOTEA). The contractor shall provide all labor, management, supervision, supplies, materials, equipment, and tools, otherwise not provided as government furnished property, (GFP), to perform the tasks assigned to support the operational test mission of MCOTEA. The contractor may be required to perform testing, data collection and experimentation in support of combined Developmental and Operational Test, Joint and Multi-Service tests, Training Activities and other DoD required activities. Primary location of performance is Quantico, Virginia. Other locations will be specified in each individual Task Order (TO) and may include sea and land locations within the continental United States (CONUS) and outside the continental United States (OCONUS).

2.0 BACKGROUND

- 2.1 In accordance with USC Title 10, MCOTEA is the Marine Corps leader in all aspects of operational test and evaluation of material system capabilities throughout a material system's life cycle. MCOTEA independently plans, executes, evaluates and reports on the operational testing of material solutions against warfighter's required capabilities, under prescribed realistic conditions and doctrine, to determine operational effectiveness (OE) and operational suitability (OS) and report the system's acceptability to the Assistant Commandant of the Marine Corps (ACMC). Additionally, specific capabilities and limitations of systems tested are reported to support acquisition decisions and the Milestone Decision Authorities (MDA). This includes planning and conducting joint and multi-service tests, reporting on system operational effectiveness and suitability, planning and conducting force development tests in support of the USMC's combat development process, performing field experiments and evaluating technology demonstrations in support of the technology base, and supporting the USMC's digitization efforts. MCOTEA supports the USMC's materiel acquisition process by managing the operational testing program and conducting operational testing to support continuous comprehensive evaluation. In addition, MCOTEA may support technical base assessments from the Marine Corps Warfighting Lab, other Naval labs or activities deployed by Forward Operation Assessment (FOA) teams to collect data and provide essential information to USMC leadership acquisition decision makers and the warfighter on selected systems.
- 2.1.1 Operational testing of these material solutions involves a major effort in the integration of instrumentation engineering, data management, maintenance, and related logistics and field services. The flexibility and depth of professional and technical expertise attainable through a contract lends itself to meeting the operational test requirements. Professional managers, experienced engineers, a technical staff and suitable laboratory resources capable of modifying and operating sophisticated test instrumentation systems are required.
- 2.2 **Vision.** To be the USMC's leading authority for Operational Test and Evaluation, and DOD's premier Operational Test Activity (OTA) providing objectivity and value to our customers. To be a professional team based organization providing a variety of value added products and services tailored to satisfy the specific needs of our customers.
- 2.3 MCOTEA tests tactical and non-tactical information technology and communications systems. MCOTEA is a test and evaluation-wide center of excellence for systems acquisition, and development and integration products and services. To this end, MCOTEA supports more than 89 programs with eight (8) Test

Branch Heads reporting to the Deputy Director to develop hundreds of products and services to support the US Marine Corps, other services, and DoD.

- 2.4 MCOTEA is structured to perform OT&E of all ACAT I through IV Programs, in the areas of C4ISR, Chemical Biological Defense, Combat Service Support, Expeditionary Fighting Vehicle, Ground Combat, Information Systems, MAGTF C2 and Naval Testing of USMC specific requirements (excluding air platforms). In addition to formal Initial Operational Test and Evaluation (IOT&E), MCOTEA also executes OT participation in Combined Developmental Test/Operational Test (DT/OT), Multi-Service Operational Test and Evaluation, (MOT&E) and Follow-On Test and Evaluation, (FOT&E). FOT&E answers specific questions about unresolved Critical Operational Issues (COI's) and other test issues. Other related OT&E efforts include Operational Assessments (OA), which are also referred to as Limited User Evaluations, Field Users Evaluations, etc. All evaluations support major milestones or decision points in the Defense Acquisition Process prior to Milestone (MS) C, full rate production, fielding or declaration of Initial Operational Capability (IOC).
- 2.4.1. Historically, MCOTEA has been tactically focused on the day to day execution of our OT&E mission. New leadership in 2004 challenged all existing paradigms and set MCOTEA on a path of re-inventing its business operations. MCOTEA's first Strategic Business Plan was formally documented in 2005, followed closely with a comprehensive rewrite of our standard operating procedures now called Capabilities Based Testing Guidebook.
- 2.5 Today, we continue to make progress towards our strategic objectives. For example, beginning in FY 2008, MCOTEA will have an operating budget within the Marine Corps O&M MC account and will be afforded the opportunity to participate in the POM process to secure the essential fiscal resources to execute our mission in the dynamic world of Defense Acquisition. This ability to secure funding for MCOTEA's OT&E requirements has never been available to its leadership. With the achievement of each strategic objective, it becomes more apparent that a revised or follow-on Strategic Business Plan is needed to sustain the environment of continuous process/product improvement. MCOTEA, more specifically the Executive Branch of MCOTEA will require business and managerial support/expertise. This support shall include but is not limited to Fiscal and Administrative operations, Security, Information Technology, Information Assurance, Operations Research and Test and Evaluation best business practices such as Value Modeling, Design of Experiments and lean six sigma. MCOTEA is seeking to partner with Industry to create an environment of continuous improvement in the execution of our OT&E mission for the USMC but more importantly to ensure our warfighters get the best possible equipment from the Defense Acquisition Process.

3.0 APPLICABLE DOCUMENTS

The contractor's work performance shall be in compliance with the following documents, which are located at <http://www.quantico.usmc.mil/display.aspx?Section=MCOTEA>. Compliance with additional reference documents may be required and identified at the task order level.

Capabilities Based Testing Guidebook
 Operations Analyst Handbook
 OTPO Handbook
 MCOTEA Reference Publications
 DOD 5000 Series Acquisition Directives, Regulations, and Policies
 Industry Day Briefing Slides dated June 18, 2007

4.0 GENERAL REQUIREMENTS

- 4.1 Provide OT&E Management and Technical Support.

- 4.2 Support the Defense Material Acquisition Process with the OT&E of all ACAT I through IV programs. Ensure that this OT&E is effectively planned, conducted, evaluated and reported.
- 4.3 Coordinate with the appropriate personnel from Marine Corps Combat Development Command (MCCDC) and Marine Corps Systems Command (MCSC) on the preparation of draft requirements and specifications to ensure required operational capabilities and operational requirements are stated in a manner conducive to testing and assessment.
- 4.4 Coordinate Marine Corps support for joint Multi-Service OT&E as required. Review and apply as appropriate the results of Marine Corps relevant OT&E that is conducted by other services on our behalf.
- 4.5 Develop and implement Marine Corps OT&E Methodology. Contractor shall propose current state of the art data collection, reduction, and reporting methodologies.
- 4.6 Support the planning of Developmental Test & Evaluation (DT&E) to influence the extent to which DT&E will contribute to the accomplishment of OT&E objectives. Monitor and review the results of DT&E to obtain information that will contribute to the accomplishment of OT&E.
- 4.7 Prepare and submit to MCOTEA an Independent Evaluation Report for IOT&E as appropriate. Furthermore, provide an independent assessment of OT&E results on ACAT I, II, III and IV programs.
- 4.8 Support higher headquarters and DOD level initiatives in Test and Evaluation, business processes and strategic planning and development as required.
- 4.9 Provide strategic planning, business development, process optimization, marketing and workforce planning (contractor, military and civilian) support. This shall include but not be limited to development of an efficient management structure, program management plan, innovative test and evaluation techniques, and optimized mix of labor skills.
- 4.9.1 Develop and propose a comprehensive Program Management Plan that transitions all work from current support contractors to the Offeror's team. The government requires seamless and efficient execution that does not impede current day to day operations.
- 4.10 Provide managerial and technical support for test and evaluation expertise in reliability, survivability, lethality, maintainability and Live Fire test and evaluation.
- 4.11 Provide management and technical service support at various test ranges and stations as required. This support includes but is not limited to assistance in timely planning, scheduling, testing, test logistics, evaluation, analysis, preparation and generation of reports and documents, data acquisition, data validation, data reduction and data management using MCOTEA's standard OT&E methodology.
- 4.12 Provide technical services in the development, verification, validation and accreditation of test methodologies, analytical tools and processes used in operational test and evaluation. The contractor shall propose or develop best practices to be incorporated into MCOTEA's Standard Operating Procedures, and handbooks. This may include limited development of software systems or application of existing software tools and systems.
- 4.13 Perform as an independent contractor and not as an agent or employee of the US government.
- 4.14 Perform test support, test plan development and assessment in support of Information Assurance (IA) across all systems under test as well as in more traditional Information Technology programs. This includes but is not limited to IA, Interoperability, E3 and Spectrum Management support to all branches. The contractor shall manage, utilize and optimize the IA Laboratory.

- 4.15 Provide administrative and technical support for the MCOTEA OT&E course. This week-long course, which is provided to MCOTEA, MCSC, HQMC and related Marine Corps activities shall be held semi-annually.
- 4.16 Implement logistical, security and administrative support to provide the tools and expertise necessary to manage and monitor the operations of MCOTEA.
- 4.17 Provide fiscal and administrative support of the Planning Programming and Budgeting System (PPBS) and related fiscal execution for MCOTEA. This includes but is not limited to assisting in the production of POM derived fiscal exhibits, budgetary planning, coordinating, and reporting of fiscal execution from previous years and fiscal requirements for future years.
- 4.17.1 Review and comment on MCOTEA concepts of operations (CONOPs), Memorandums of Understanding (MOUs), Memorandums of Agreement (MOAs), joint publications, Marine Corps policy directives and Marine Corps Instructions and higher DoD publications.
- 4.18 Provide expertise in Modeling and Simulation, particularly in Verification, Validation, and Accreditation (VV&A): Expertise in the Test and Evaluation of Net-Centric Warfare capabilities, including the evolving Net-Ready Key Performance Parameter (KPP) capability area is required.
- 4.19 Develop a Property Transition Plan (PMP) that addresses Government Furnished Property Transition to transition all property, systems, resources and equipment. Transition of property shall commence within two weeks of contract award and shall be completed within ninety (90) days or less from contract award. This includes obtaining inventory and transfer of all existing program documents from the current contractors into the facility and provide a searchable (e.g. key word, topic, date) CD-ROM to the MCOTEA COR. This inventory shall be updated on a semi-annual basis (e.g., six months). Furthermore, the contractor shall obtain, inventory, and transfer all existing instrumentation, gear and test support equipment and property to a suitably controlled environment (to include classified). The contractor shall maintain, recommend disposition, and control all property. This shall include proper maintenance controls, maintenance schedules and replacement/refresh activities to maintain overall readiness of test support equipment.
- 4.20 Provide on-site test execution training to Government personnel. This includes, but is not limited to, planned test methodologies, use of test instrumentation, and data collection techniques.
- 4.21 Conduct a Quarterly Program Review under the guidance of the Contracting Officer within fifteen (15) calendar days of the final day of the month for the period of performance (e.g., January - March – before Mar 16th). The frequency may be adjusted as needed.
- 4.22 Submit a Monthly Progress Report for all Task Orders to the MCOTEA Omnibus COR not later than the 10th work day of the following month for the work accomplished from the first (1st) through the final calendar day of the previous month. This report shall be provided in both hardcopy and electronic media compatible with MCOTEA applications (e.g., MS Office Suite).

5.0 KEY/ Non-KEY PERSONNEL

- 5.1 The Offeror shall designate and assign key personnel to the project on a full-time basis. At a minimum, the following key personnel shall be designated:
- Program Manager
 - Deputy Program Manager

- Financial Manager
- Business Development Lead

- 5.1.1 The Offeror shall identify and staff other key personnel that, in its experience, are critical to the development, implementation, execution and overall management of the requirements contained in this SOW and in Attachment K. The Offerors key personnel shall be selected based upon: (1) their specific and documented expertise in strategic planning/execution, business development and operational test and evaluation and (2) their general knowledge and experience in the assigned role.
- 5.1.2 The Offeror’s key personnel shall have a favorably adjudicated background investigation and clearance as required by DoD Regulation for the duties performed and level of classified information to be accessed prior to starting work on the MCOTEA Omnibus.
- 5.1.3 All key personnel shall be available to work from start date of the period of performance. The Offeror’s key personnel will remain responsible for the tasks until the point of completion. If it becomes necessary to replace key personnel over the course of the contract, the Government expects that any replacement personnel shall possess the equivalent skills and level of experience as those managers, team leaders, and subject matter experts whose roles the replacement is instated to fulfill. Any replacement personnel must be approved by MCOTEA’s Director or Deputy Director before they begin work on this contract. Sufficient time shall be allotted for transfer of knowledge from one person to that person’s replacement without cost to the Government.
- 5.1.4 All non-key personnel shall be proposed within the parameters specified in Attachment L.
- 5.1.5 All proposed personnel for this effort, including key and non-key, should be listed in the format as displayed in the following table:

Name	Social Security Number	Position	Proposed Security Clearance Required
John Smith	123-45-6789	Engineer	Top Secret

6.0 FACILITIES

- 6.1 Maintain appropriate facilities and resources to support the execution of this contract to maintain business operations. The contractor shall provide both on site and off site labor rates. General office spaces at the MCOTEA facility will not be available to contractor support personnel: however, MCOTEA will provide on-site spaces to perform some tasks when necessary. Contractor offices shall include suitable reproduction and storage capabilities, conference room (capacity 30+), and any equipment required for the performance of the TO (e.g., software, models, tools, Information Assurance lab). Additionally, space shall be allocated for a technical library and storage of program documents and materials as well as storage for all test instrumentation and supporting gear. Facility shall include Top Secret level spaces for conferences, meetings and workstations as required by the task.

7.0 COMPLIANCE WITH LAWS AND REGULATIONS.

- 7.1 Fully comply with local Military installation, city, state and federal laws, regulations and/or ordinances pertinent to performance of the contractual services required under this contract. It is the responsibility of the contractor to perform services only after necessary permits and/or clearances have been provided.
- 7.2 Observe all rules and regulations issued by the Director pertaining to fire, safety, sanitation, severe weather, tobacco use control, admission to the installation, conduct of operations and so forth.

- 7.3 Observe all rules and regulations issued by the National Board of Fire Underwriter covering storage and use of flammable mixtures that might constitute a fire hazard.
- 7.4 All rules of safety which are or may be imposed upon the contractor by Federal, State or municipal code, and the applicable installation regulations, shall be effectively carried out in the performance of the service contemplated herein. The contractor shall take proper safety and health precautions to protect the work, the employees, the public and the property of others. In performing any part of this contract on premises that are under the direct control of the Government, the contractor, agents, servants or employees shall:
- 7.4.1 Comply with and cooperate in all corrective and preventative measures or controls prescribed by the State or the Federal Government for protection of life and health of persons as required by OSHA, or for the prevention of damage to property and material.
- 7.4.2 Participate fully in any safety or accident prevention program of any Government installation that the contractor, or its agents, servants or employees, may be required to enter during the life of this contract. This includes required safety training, i.e. the use of night vision goggles and driver's training for operating in tactical black-out conditions.
- 7.4.3 Comply with the safety standards, regulations, directions, and requirements of the local commander, or his authorized representative, applicable to the site of work and to perform such work in a safe manner.
- 7.4.4 Exercise care and due precautions commensurate with the dangers or hazards of the work being performed with due consideration of physical surroundings, equipment, facilities, personnel and other factors involved.
- 7.4.5 Report immediately to the local commander, director, or the authorized representative with notification to the Contracting Officer, all accidents involving the contractor, or its agents, servants or employees, which occur on a Government installation or other premises under the direct control of the Government.

8.0 SECURITY

- 8.1 Maintain a capability to exchange e-mail and data files through or with the MCOTEA NMCI network, to include a .mil and SIPRNET capability. Additionally, the contractor shall establish access to all requisite support systems (e.g. TIGER, IDE (when fielded) TOPIC, CDTS etc.).
- 8.2 Possess or provide access to a Top Secret facility clearance as prescribed by DD Form 254, Department of Defense Contract Security Classification Specification. The contractor's employees shall possess a minimum of a Secret clearance.

9.0 DELIVERABLES

- 9.1 Submit a Quality Assurance Surveillance Plan for both individual Task Order and contract level performance and concurred with by the government no later than the 10th work day after contract award.

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
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0002AD	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0003AC	Destination	Government	Destination	Government
0003AD	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0004AA	Destination	Government	Destination	Government
0004AB	Destination	Government	Destination	Government
0004AC	Destination	Government	Destination	Government
0004AD	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0005AA	Destination	Government	Destination	Government
0005AB	Destination	Government	Destination	Government
0005AC	Destination	Government	Destination	Government
0005AD	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 26-JUN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0001AA	POP 26-JUN-2008 TO 31-DEC-2008	N/A	MCOTEA DAVE HAVRIN 3035 BARNETT AVENUE QUANTICO VA 22134 703-432-3142 FOB: Destination	M67854
0001AB	POP 26-JUN-2008 TO 31-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0001AC	POP 26-JUN-2008 TO 31-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0001AD	POP 26-JUN-2008 TO 31-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0001AE	POP 26-JUN-2008 TO 31-DEC-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0002	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
0002AA	POP 01-JAN-2009 TO 31-DEC-2009	N/A	MCOTEA DAVE HAVRIN 3035 BARNETT AVENUE QUANTICO VA 22134 703-432-3142 FOB: Destination	M67854
0002AB	POP 01-JAN-2009 TO 31-DEC-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0002AC	POP 01-JAN-2009 TO 31-DEC-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0002AD	POP 01-JAN-2009 TO 31-DEC-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0003	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	

0003AA POP 01-JAN-2010 TO 31-DEC-2010	N/A	MCOTEA DAVE HAVRIN 3035 BARNETT AVENUE QUANTICO VA 22134 703-432-3142 FOB: Destination	M67854
0003AB POP 01-JAN-2010 TO 31-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0003AC POP 01-JAN-2010 TO 31-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0003AD POP 01-JAN-2010 TO 31-DEC-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0004 POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
0004AA POP 01-JAN-2011 TO 31-DEC-2011	N/A	MCOTEA DAVE HAVRIN 3035 BARNETT AVENUE QUANTICO VA 22134 703-432-3142 FOB: Destination	M67854
0004AB POP 01-JAN-2011 TO 31-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0004AC POP 01-JAN-2011 TO 31-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0004AD POP 01-JAN-2011 TO 31-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0005 POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination	
0005AA POP 01-JAN-2012 TO 31-DEC-2012	N/A	MCOTEA DAVE HAVRIN 3035 BARNETT AVENUE QUANTICO VA 22134 703-432-3142 FOB: Destination	M67854
0005AB POP 01-JAN-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0005AC POP 01-JAN-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0005AD POP 01-JAN-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

Section G - Contract Administration Data

CONTRACT ADMINISTRATION

1.0 CONTRACT CORRESPONDENCE AND INQUIRIES

1.1 Contracting Officer

Ms LaShunya Johnson-Vinson
3035 Barnett Ave
Quantico, VA 22134
Phone: (703) 432-0951
Fax: (703) 784-5925
Email: lashunya.johnson-vin@usmc.mil

1.2 Contracting Officer's Representative (COR)

Mr. Dave Havrin
Deputy Director, MCOTEA
3035 Barnett Ave
Quantico, VA 22134
Phone: (703) 784-3143
Fax: (703) 639-6521
E-mail: dave.havrin@usmc.mil

1.3 Contractor Point of Contact

(b) (6)

2.0 TECHNICAL INQUIRIES

2.1 Contracting Officer's Technical Representative (COTR) – A COTR will be identified in each task order.

2.2 Upon contract award, all inquiries that relate to technical issues of each Task Order shall be directed to the Contracting Officer's Technical Representative (COTR). NOTE: The Contractor hereby understands that only technical issues can be discussed with the COTR. The COTR is not authorized to modify or alter the terms and conditions of this contract.

3.0 AUTHORITY OF GOVERNMENT PERSONNEL

3.1 Notwithstanding any provision to the contrary contained elsewhere in this solicitation, the Contracting Officer is the only person authorized to approve and issue amendments to this solicitation. Any amendment to this solicitation, in order to be effective, shall be issued by the Contracting Officer.

3.2 The Contracting Officer is the only person who can legally modify any resulting contract or obligate the Government for the expenditure of public funds. Costs shall not be incurred by recipients of the solicitation in anticipation of receiving direct reimbursement from the Government.

3.3 The Government shall not be liable for any charges incurred after the original date of contract expiration unless the contract has been renewed in accordance with FAR 52.217-9 by the Contracting Officer.

3.4 Only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specifications and requirements. In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviations shall be at the risk of, and any cost related thereto shall be borne by the contractor. Any matter concerning a change to the scope, prices, terms, or conditions of this contract shall be referred to the Contracting Officer.

4.0 CONTRACT AUDIT OFFICE

4.1 Defense Contract Audit Agency (DCAA) is responsible for performing audits on the contract and/or task orders.

4.2 FOR DoD ADMINISTRATION USE ONLY: The Contracting Officer's Representative shall advise the Contracting Officer of any problems encountered in the administration of this contract, and shall furnish a "Final Receiving Report" within thirty (30) days after completion of the each individual task order. THIS FINAL RECEIVING REPORT SHALL BE SUBMITTED IN ACCORDANCE WITH THE INSTRUCTIONS IN EACH TASK ORDER.

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1.0 MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

1.1 ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM Feb 2006)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (May 2006)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>.

The USMC WAWF-RA point of contact is Clifton Whittington, who can be reached on (703)432-4442 or via email at clifton.whittington@usmc.mil. The alternate USMC WAWF-RA point of contact is Barry Ogelsby and can be reached on (703) 432-4370 or via email at barry.oglesby@usmc.mil.

The contractor is directed to use the 2-N-1 format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

DFAS-Columbus
P.O. Box 369022
Attn: Kansas-M67443
Columbus, Ohio 43236-9022

E-Mail: CCO-KC-VPIS@DFAS.MIL
PHONE: 1-800-756-4571 #2 then #4
WAWF: <https://wawf.eb.mil/>
VPIS: <https://www.dfas.mil/money/vendor>

Data entry information in WAWF:
Payment Office DoDAAC: M67443
Issue By DoDAAC: M67854
Admin Office DoDAAC: M67854
Ship To/Service Acceptor DoDAAC: M67854
Contract Number: M67854-07-D-6040

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on “ Send Additional Email Notifications” block on the page that appears. Add the primary point of contact’s email address(provided above) in the first email address block and add the alternate point of contact’s email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the POC identified in Section A of the contract. The COR will be the approving official for all invoices.

Section H - Special Contract Requirements

SPECIAL REQUIREMENTS

1.0 SMALL BUSINESS REQUIREMENTS

- 1.1 The Government's requirement for small business is 30%. The contractor is required to include as a minimum a subcontracting plan detailing the 30% support by small business. If the team at any point changes, the contractor shall notify the Contracting Officer and provide information of the replacement small business team member.

2.0 POST AWARD CONFERENCE

- 2.1 The Contracting Officer may conduct a Post Award Conference in accordance with FAR Subpart 42.5, Post Award Orientation. The contractor agrees to attend this Post Award Conference at no cost to the Government. It shall be held within 30 days of contract award. Commencement of work under this contract is not affected by this Conference.

3.0 TASK ORDER PROCESS

- 3.1 **GENERAL.** Orders for services or work described herein may be issued by the Contracting Officer in accordance with requirements determined by the applicable Project Officer, at any time during the effective term of this contract. Except as otherwise provided in a specific task order, the Contractor shall furnish all materials and services necessary to accomplish the work specified within each task order issued hereunder. The provisions of this agreement apply to all task orders issued hereunder and to the extent that any inconsistency between task order and this contract might take place, this contract shall take precedence. The Contractor agrees to accept and perform task orders negotiated with and issued by the Contracting Officer within the scope of this contract during its term.
- 3.2 **ORDERING.** All task order(s) and modification(s) shall be in writing and issued by the Contracting Officer. Task orders shall be set up in the following format: (1) Be issued on a DD Form 1155 (Standard Form 30 for modification). (2) Be identified by number in accordance with Part 204, Subpart 204.70 of Defense Federal Acquisition Regulation Supplement (DFARS). (3) Incorporate by reference the terms and conditions of this contract. (4) Set forth-detailed specifications and or requirements for the supplies or services being ordered with reference to the appropriate item under Section "B" of this agreement. (5) Set forth quantities being ordered, including any ADPE (IAW FIRMR Guidance), or other materials, and costs associated therewith, if applicable. (6) Set forth preservation, packaging, and packing instructions, as needed. (7) Set forth desired or negotiated delivery or performance dates. (8) Set forth consignment and marking instructions for supplies being ordered, to the extent they are known at the time an order is issued. (9) Designate the place(s) and set forth the method of inspection and approval periods for designated phases of work, if applicable, pursuant to Section "E" hereof. (10) Set forth the estimated number of hours, by labor category, negotiated to perform the effort and the total price for those hours. This price plus prices negotiated for other direct costs shall constitute the total price of the task order. (11) Set forth any property, material, or facilities to be furnished by the Government. (12) Set forth appropriations and accounting data for the work being ordered. (13) Set forth-detailed provisions for the amount and time frame associated with any discount offered for prompt payment. (14) Cite the appropriate authority for using other than full and open competition. (15) Set forth F.O.B. Point. (16) Set forth instructions for "DELIVERABLES" as outlined in each task order. (17) Designate a Government point of contact in each task order. (18) Be signed by the Contractor and the Contracting Officer, in the case of a bilateral order, or by the Contracting Officer, in the case of a unilateral order. The Contractor upon receipt of a bilateral modification shall sign the original and return it along with two (2) copies to the Contracting Officer. A bilateral agreement (e.g., signed by the Contractor and the Contracting Officer) is a binding contract and or order. Once the contractor receives the task order request from the

Government, a proposal shall be submitted within five (5) business days. Each proposal shall include an optimized labor mix, number of hours required, and detailed pricing information. In emergency situations, the contractor may be required to submit a proposal within 24 hours of receiving the task order request from the Government.

4.0 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- 4.1 Potential offerors who request an opportunity for a Government Advisory Opinion regarding Organizational Conflicts of Interest (OCI) should do so by October 23, 2007 at 4:00pm (EST). The vendors are encouraged to review Title 10, US Code Section 2399, and the Federal Acquisition Regulation Subpart 9.5 prior to responding concerning an OCI. The vendor must describe the specific work performed and the duration thereof as either prime or subcontractor. The vendor must state whether or not it considers its involvement an organizational conflict of interest prohibited by the referenced statute and regulation or an appearance of such a conflict that could adversely impact the test and evaluation mission. The Government will review any possible OCIs submitted by the offeror and determine a course of action.

5.0 FACILITY ALTERNATIVES

- 5.1 Provide alternatives that are in the best interest of the Government, and will allow for the Government to be co-located with the Contractor Staff support. The government's preference would be to maintain close proximity to our primary customer, MCSC, on base.

6.0 OFFEROR'S PROPOSAL

- 6.1 BAE's technical and cost proposal is incorporated into the contract by reference. Nothing contained in the successful Offeror's technical proposal shall constitute a waiver to any requirement of the contract. Where the proposed fulfillment of a requirement by the Contractor exceeds the requirement stated in the base contract, the proposed fulfillment becomes the requirement that the Contractor shall meet. Likewise all labor rates contained in the cost proposal are fully binding.

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	SEP 2006
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
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
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
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-14	Rights in Data--General	JUN 1987
52.227-18	Rights in Data--Existing Works	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-1	Payments	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
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

52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.245-17	Special Tooling	MAY 2004
52.245-18	Special Test Equipment	FEB 1993
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
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
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7021	Rights In Data--Existing Works	MAR 1979
252.227-7022	Government Rights (Unlimited)	MAR 1979
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
252.237-7006	Subcontracting	DEC 1991

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52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

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

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, 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 review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.
- (h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
- (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--
- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--
- (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from:

Base Year – Contract Award through December 31, 2008.

Option Year 1- January 1, 2009 through December 31, 2009.

Option Year 2- January 1, 2010 through December 31, 2010.

Option Year 3- January 1, 2011 through December 31, 2011.

Option Year 4- January 1, 2012 through December 31, 2012.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after June 14, 2013.

(End of clause)

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 any time prior to contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor any time prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 66 months.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006)

(a) This clause does not apply to small business concerns.

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

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will --
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit SF 294 and 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizaions.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor’s subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror’s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled “Utilization Of Small Business Concerns;” or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity

must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed the negotiated overtime rate or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent

upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond December 14, 2008 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond December 14, 2008, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor

estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

52.245-1 GOVERNMENT PROPERTY (JUN 2007)

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

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means--

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

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

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Plant equipment as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

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

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management. (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property. (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property. (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts. (i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property)", are subject to the provisions of this clause.

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

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

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

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

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

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

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

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

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

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

(B) Commencement of processing of the property for use in contract performance; or

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

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(i) (collectively referred to as "Government property)", are subject to the provisions of this clause.

(f) Contractor plans and systems. (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
 - (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
 - (3) Quantity.
 - (4) Unique Item Identifier (if available).
 - (5) Accountable Contract number.
 - (6) A statement indicating current or future need.
 - (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
 - (8) All known interests in commingled property of which the Government property is a part.
 - (9) Cause and corrective action taken or to be taken to prevent recurrence.
 - (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.
 - (11) Copies of all supporting documentation.
 - (12) Last known location.
 - (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.
- (vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--
- (A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;
 - (B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
 - (C) Disposed of in accordance with paragraphs (j) and (k) of this clause.
- (viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
- (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.
- (ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis. (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property. (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies--

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property,

place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

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

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

(3) An increase, decrease, or substitution of Government-furnished property.

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

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

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

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

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

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

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements. (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

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

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

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

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

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

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

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

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

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

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

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

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

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

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

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property. (1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

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

(l) Communication. All communications under this clause shall be in writing.

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

(End of Clause)

52.245-9 USE AND CHARGES (JUN 2007)

(a) Definitions. As used in this clause:

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Plant equipment, as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

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

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

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

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

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract--

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

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

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

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

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

(e) Rental charge.—

(1) Real property and associated fixtures.

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

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

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

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

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

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

(f) Rental payments. (1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient

detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

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

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/vffar1.htm>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachment A: Award Fee Plan

Attachment B: Government Furnished Property (GFP)

Attachment C: DD254 – Security Classification