

<b>SOLICITATION, OFFER AND</b>		1. THIS CONTRACT IS A RATED UNDER DPAS (15 CFR 700)		RATING DO-A7	PAGE OF PAGES 1   66
2. CONTRACT	3. SOLICITATION HC1047-05-R-4009	4. TYPE OF <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 17 Dec 2004	6. REQUISITION/PURCHASE	
7. ISSUED BY DEFENSE INFORMATION SYSTEMS AGENCY 5111 LEESBURG PIKE FALLS CHURCH VA 22041		CODE HC1047	8. ADDRESS OFFER (If other than Item) JOINT SPECTRUM CENTER 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064		CODE HC 1001

**PLEASE SEE THE LAST PAGE FOR HELPFUL HINTS FROM THE SEVEN STEPS TEAM**

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

**SOLICITATION**

9. Sealed offers in original \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item handcarried, in the depository located \_\_\_\_\_ 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 conditions contained in this

10. FOR INFORMATION CALL:	A. NAME FRANKLIN WHEELER, JR.	B. TELEPHONE (Include area 410-293- XXXX)	(NO COLLECT CALLS)	C. E-MAIL ADDRESS franklin.wheeler@disa.mil
---------------------------	----------------------------------	---	--------------------	--

**11. TABLE OF CONTENTS**

(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE</b>			<b>PART II - CONTRACT</b>		
X A	SOLICITATION/CONTRACT FORM	1	X I	CONTRACT CLAUSES	22 - 29
X B	SUPPLIES OR SERVICES AND PRICES/	2 - 3	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER</b>		
X C	DESCRIPTION/ SPECS./ WORK	4 - 7	X T	LIST OF ATTACHMENTS	30
X D	PACKAGING AND MARKING	8	<b>PART IV - REPRESENTATIONS AND</b>		
X E	INSPECTION AND ACCEPTANCE	9	X K	REPRESENTATIONS, CERTIFICATIONS	31 - 37
X F	DELIVERIES OR	10 - 11	OTHER STATEMENTS OF		
X G	CONTRACT ADMINISTRATION DATA	12 - 13	X L	INSTRS., CONDS., AND NOTICES TO	38 - 57
X H	SPECIAL CONTRACT	14 - 21	X M	EVALUATION FACTORS FOR	58 - 65

**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

12. In compliance with the above, the undersigned agrees, if this offer is accepted \_\_\_\_\_ calendar days (60 calendar days unless a different 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 each item, delivered at the designated point(s), within the time specified in the

13. DISCOUNT FOR PROMPT PAYMENT  
(See Section I, Clause No. 52.232-

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of to the SOLICITATION for offerors and related documents numbered and	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED SIGN OFFER (Type or print)
----------------------------------	------	----------	---

15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE IS DIFFERENT FROM ABOVE - SUCH ADDRESS IN <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
---------------------------------------	---	---------------	----------------

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)		23. SUBMIT INVOICES TO ADDRESS SHOWN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item) CODE		25. PAYMENT WILL BE MADE CODE	

26. NAME OF CONTRACTING OFFICER (Type or TEL: EMAIL	27. UNITED STATES OF (Signature of Contracting	28. AWARD DATE
--	---	----------------

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

## Section B - Supplies or Services and Prices

### SERVICES AND PRICE

#### B.1 SERVICES TO BE ACQUIRED

The contractor shall furnish the necessary management, personnel, facilities, and equipment (unless provided by the Government) to provide Performance-Based Technical Services, to support the Joint Spectrum Center in the areas of operational spectrum support, E3 and spectrum engineering, modeling and simulation, information management, research and evaluate emerging technologies, and provide technical advice to policy makers on spectrum issues as stated in the Statement of Objectives, Section C.

Services will be defined and priced on individual task orders. Task orders may be firm fixed priced (FFP) or cost plus incentive fee (CPIF). Since this is a performance-based contract, incentives and disincentives shall be proposed by the contractor and negotiated/accepted by the government for each task order.

#### B.2 CONTRACT TYPE

This is an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract for services. The Contracting Officer will determine task order type on a case-by-case basis. The period of performance for this contract has a Base period of three (3) years and two (2) one-year option periods. The period of performance, including all options is as follows:

Base period, 15June2005 to 14June2008  
Option period 1, 15June2008 to 14June2009  
Option period 2, 15June2009 to 14June2010

#### B.3 CONTRACT MINIMUM/MAXIMUM

During the period specified in the ORDERING Clause (FAR 52.216-18), the Government shall place orders totaling a minimum of \$1,000,000.00. The amount of all orders shall not exceed \$311,605,000.00. This contract ceiling includes the Base period and any awarded Option periods.

#### B.4 FIRM FIXED PRICED AND COST PLUS INCENTIVE FEE TASK ORDERS

In the performance of task orders designated as FFP, the contractor shall propose a total firm fixed price and include incentives and disincentives as described above. In the performance of task orders designated as CPIF, the contractor shall propose a Target Cost, Target Fee, Minimum Fee, Maximum Fee, and Optimistic Cost Estimate, and a Pessimistic Cost Estimate. Additionally, a Fee Adjustment Formula, above and below the Target Cost, shall be proposed and negotiated/accepted by the Government. The Fee Adjustment Formula represents the allocation of cost risk with the Government in under and overrun situations.

#### B.5 RATE SCHEDULE FOR BASE AND OPTION PERIODS

In order to facilitate the negotiation of task orders, the contractor shall propose a set of FFP rates and CPIF rates for each labor category, indirect rates, and profit. The rates shall be fixed for the Base period with an escalation rate for each Option period. In order to aid the Government in its evaluation of the proposed rates, all offerors shall provide cost and pricing data to demonstrate how the rates were determined.

### 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	MAXIMUM QUANTITY	MAXIMUM AMOUNT
12,355.00	\$1,000,000.00	3,850,000.00	\$311,605,000.00

fdjskal;jdfskal;fdkasl;

## Section C - Descriptions and Specifications

### STATEMENT OF OBJECTIVES

#### **1.0 BACKGROUND**

The Joint Spectrum Center (JSC) is a technically oriented center for all electromagnetic (EM) spectrum matters supporting the Department of Defense. The JSC mission is to enable effective and efficient use of the electromagnetic spectrum and control of electromagnetic environmental effects (E3) supporting national security and military objectives. Additionally, JSC supports the EM/E3 analytical needs of Defense components and other organizations on a reimbursable basis. These responsibilities include the following task areas:

1. Operational Spectrum Support – deploying qualified spectrum managers in support of Combatant Command (COCOM) or Joint Task Force (JTF) contingencies; deploying technical experts to take field measurements and analyze incidents of electromagnetic interference (EMI), determine causes, and recommend methods of resolution; and developing, operating, and maintaining DoD's standard spectrum management systems.
2. E3 and Spectrum Engineering – coordinating electromagnetic compatibility (EMC) standards; analyzing equipment and systems for potential E3 problems and recommending solutions; performing RF measurements; developing and conducting E3 training; assisting the acquisition community by assessing E3; determining operational frequency bands; and providing assistance in acquiring host nation approval for equipment operation.
3. Modeling and Simulation – developing and maintaining spectrum management automated tools and analytical models to perform EMC analyses.
4. Information Management – collecting and maintaining extensive data on spectrum dependent equipment and spectrum usage to support tactical, training, or sustaining-base operations, operational assessments, and research and development efforts; and providing and maintaining a capability to store and retrieve documents such as technical reports, project notebooks, and other related technical documents.
5. Research and Evaluate Emerging Technologies – determining electromagnetic spectrum implications and opportunities for exploitation by DoD.
6. Technical Advice – analyzing national and international electromagnetic spectrum issues and advising executive decision-makers on the technical viability of policy and implementation options.

#### **2.0 PURPOSE**

The purpose of this acquisition is to provide the JSC with engineering services to facilitate improved mission effectiveness. The JSC vision is to be recognized as the DoD technical center of excellence and provider of choice for electromagnetic spectrum management and E3 expertise.

#### **3.0 SCOPE**

This acquisition provides a full range of electromagnetic spectrum technical services, to include engineering and analysis; data management; standards development and application; measurement, testing and evaluation; modeling and simulation; research and evaluation of emerging technologies; interference resolution; and ordnance risk assessment. Services are provided to the JSC in support of the Warfighter, Federal and non-Federal agencies, allied Governments, NATO, and the private sector. The total estimated value of this effort over its potential five year duration is \$311M.

#### **4.0 PERIOD OF PERFORMANCE**

The contract will be awarded for a base period of three years. Based on contractor performance, two one-year options may be granted. If permitted by the FAR, it is the Government's intent to award a base period of three years with seven one year options.

#### **5.0 PLACE OF PERFORMANCE**

Limited office space and equipment is available in the Government facility located at 2004 Turbot Landing, Annapolis, Maryland, for approximately 50 contractor personnel. This acquisition requires the contractor to be responsible for furnishing additional office space and equipment for its employees, a measurement lab and document storage. Contractor is required to have a TOP SECRET facility clearance and to provide appropriate classified document storage and control. Performance under this contract will require worldwide travel, and may include regions of armed conflict.

## **6.0 OBJECTIVES**

6.1 The JSC strives to improve and expand the E3 and spectrum management support it provides to the DoD community and the other users of JSC services. The JSC contractor's objective will be to consistently; (1) Provide responsive, value added, E3 and spectrum management analysis and engineering support for the operational, and research and development communities; (2) Provide access to accurate and comprehensive EM spectrum information; and (3) Develop and maintain analytical capabilities that will permit the timely and accurate assessment of E3 to ensure the effective use of the EM spectrum.

6.2 Complementing the aforementioned, the JSC's contractor must also focus on the following objectives: (1) Enhance the warfighter's ability to dynamically link and completely integrate electromagnetic spectrum use with battlefield operations through a set of distributed and automated electromagnetic spectrum capabilities; (2) Improve the quality of JSC information resources and provide real-time accessibility to those resources in a network-centric environment; (3) Provide analytic capabilities that will enable the operational and acquisition communities to adequately address spectrum management (SM) and E3 in the requirement's generation and acquisition processes to ensure effective operations; (4) Improve spectrum and E3 knowledge of policy makers, the development community and the warfighter; and (5) Advance the art and science of SM and E3 engineering.

6.3 The JSC requires a verifiable quality control program that provides an accurate assessment of performance objectives.

6.4 The JSC requires that all contractors communicate, coordinate and cooperate to ensure harmonious and effective performance to meet the JSC mission.

## **7.0 MANAGEMENT/TECHNICAL CONSTRAINTS**

7.1 Automated capabilities must conform to the architectural and/or interoperability standards set forth in the Joint Technical Architecture (JTA); Net-Centric Enterprise Services (NCES); Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance Architecture Framework; High Level Architecture (HLA); or other applicable guidance.

7.2 All contractor personnel must obtain and maintain at least a SECRET clearance. In addition, some projects require the involved staff to hold sensitive compartmented information (SCI) clearances based on current single-scope background investigations. Currently 70 contractors fill SCI billets. Some special projects must be accomplished in the JSC SCI facility. Access to SCI material is mandatory to perform Information Operations (IO) tasks. All contractor staff providing IO support must obtain and maintain SCI clearances. Contractor staff may be required to undergo polygraph examinations based on specific project requirements. The JSC and the contractor must also comply with applicable DoD, DISA, NSA, CIA, and DIA security regulations as well as the appropriate industrial security regulation.

7.3 Contractor access to vendor proprietary data may be required. Proprietary information obtained under this contract will not be used for any purpose other than that for which it was intended. Contractor will be required to provide an Organizational Conflict of Interest Plan that clearly describes the organization's roles and responsibilities and strategies to avoid/mitigate potential conflicts of interest.

7.4 Contractor must provide Internet and SIPRNET access within their own facility as required.

7.5 Transition planning is required at the beginning and end of this contract. Transition execution shall not adversely impact the Center's operation.

7.6 The contractor must be able to provide on-call operational support on a 24/7/365 basis. In addition, the contractor may be required to provide limited, on-site, surge 24/7 operational support.

7.7 The contractor must have the capability to participate in frequent face-to-face coordination meetings with the staff located at the JSC facility in Annapolis, MD.

7.8 The JSC is required to operate in accordance with various mission related DoD, Joint Staff, DISA and JSC directives/policies/instructions. The pertinent documents will be available for review on the JSC web page and on the "virtual reading room" CD that will be available to prospective offerors.

## **8.0 CONTRACT DATA REQUIREMENTS**

8.1 Major Task Area Support: Provides for the performance of studies and analyses as assigned in support of the task areas as described in 1.0 BACKGROUND. These efforts vary significantly in size, scope, and duration. The primary focus of these efforts is to enable systems developers, acquirers, architects, operational forces, and others to successfully design, acquire, build, test, integrate, and operate systems compatibly in their intended operational EM environments, taking all factors into account. In support of these efforts the contractor will provide Contract Data in the following areas:

8.1.1 Task Orders: In response to the government's statement of objectives, the contractor shall submit proposals with details of the proposed product, schedule, deliverables and projected cost of each task performed under this Contract. The contractor shall not begin a task until the Task Order has been awarded.

8.1.2 Project Documentation: Project accomplishments and results shall be documented in JSC reports as directed.

8.1.3 Software Documentation: The contractor shall provide complete documentation of all software products supporting the operation of the JSC and copies of all software products developed or modified under this contract.

8.1.4 Contract Management: The contractor shall report financial data under this contract using a formal financial system and operating in accordance with accepted commercial accounting standards. Preferably the contractor will provide this data electronically. Reportable data will include, but is not limited to, performance metrics and EVMS-like system data. The contractor shall provide any additional data/reports in accordance with CDRs identified in the final contract.

8.2 Government Furnished Information (GFI): The contractor shall utilize and maintain approximately 150,000 items of GFI (software, manuals, microfiche, drawings, reports, etc.) that will transfer "as is" from the current JSC engineering support services contract. A listing of the transferred GFI is attached to Section J of the contract. Items of transferred GFI will be identified as Y2K compliant, non-compliant, or not applicable. The contractor shall periodically provide an updated list of GFI. When the contract ends, all GFI will be reported to the COR for disposition.

8.3 Government Furnished Property (GFP): The contractor may choose to utilize extensive GFP. The Contractor shall maintain overall inventory control of GFP in accordance with FAR 45.5. Contractor compliance with FAR requirements will be reviewed periodically by Defense Logistics Agency, Defense Contract

Management Command, the designated Government Property Administration Office. The contractor shall periodically provide an updated list of GFP. When the contract ends, all GFP and purchases made under this contract will be reported to the COR for disposition. Copies of the Contract Property reports (DD1662 or SF 122) shall be provided to DISA Logistics Division ATTN: D422.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

52.214-9100      PACKAGING AND MARKING OF DELIVERABLES  
(IAW FAR 14.201-2(d))

- a. Packaging and marking of all deliverables shall be in accordance with the best commercial practice necessary to ensure safe and timely delivery at destination, in accordance with the applicable security requirements.
  
- b. All data and correspondence submitted to the Contracting Officer or the Contracting Officer's Representative (COR) shall reference the contract number and the name of the Contract Specialist and/or COR as appropriate. A copy of all correspondence sent to the COR shall be provided to the Contracting Officer.



Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.246-9100 INSPECTION AND ACCEPTANCE  
(IAW FAR 46.401(b) and 46.503)

Final inspection and acceptance of all work, performance, reports, and other deliverables required under this contract shall be performed at place of delivery by the Contracting Officer's Representative (COR).

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
------	---------------	----------	-----------------	-----

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-9101 PLACE OF PERFORMANCE  
(IAW FAR 11.401(a))

Services under this contract are required to be performed at the following location(s):

See the Section C, Statement of Objectives, paragraph 5.0

52.211-9102 PERIOD OF PERFORMANCE FOR OPTIONS  
(IAW FAR 11.401(a) and 15.204-2(f))

The period of performance for the options, if exercised, shall be as follows:

- a. Option 1 performance period is twelve months following the Basic Period.
- b. Option 2 performance period is twelve months following Option Period 1.

52.211-9103 DELIVERY SCHEDULE FOR REPORTS AND OTHER DELIVERABLES  
(IAW FAR 11.401(a) and 15.204-2(f))

The work and services required under the basic contract and options, if exercised, shall be completed and delivered in accordance with the delivery dates contained in the Performance Work Statement (PWS) and in the Contract Data Requirements Lists (CDRL).

52.211-9104 PLACE OF DELIVERY  
(IAW FAR 11.401(a) and 15.204-2(f))

The work and services required under this contract shall be delivered as follows:

- a. Deliverables and/or reports to the Contracting Officer's Representative shall be sent to:

Defense Information Systems Agency  
Joint Spectrum Center  
2004 Turbot Landing  
Annapolis, MD 21402

- b. Required copies of Monthly Progress Reports and cover letters, transmitting final submissions only of technical deliverables, shall be sent to the Contracting Officer at the address indicated in the payment block on the front page of this document.

52.211-9108 PARTIAL EXERCISE OF OPTIONS

The Government reserves the right to partially exercise option items within each contract year. Written notice of intent to exercise the option item will be provided in accordance with FAR clause 52.217-7. The balance of any partially exercised option may be exercised only within the same contract period stipulated in Section B.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

**52.201-9200 CONTRACTING AND ADMINISTRATIVE AUTHORITY  
(G500 Previously)**

**(JUN 1996)**

- a. The contract will be administered by the Defense Information Technology Contracting Organization (DITCO). The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements contained elsewhere in this contract; the said authority remains solely in the CO. In the event the contractor effects any such change at the direction of any other person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract costs to cover any increase incurred as a result thereof.
- b. The contractor shall submit requests for modifications of this contract to the CO with a copy of the request to the CO's representative as designated in the CO's representative appointment letter.
- c. Contractual problems, of any nature, that may arise during the life of this contract must be handled in conformance with very specific public laws and regulations (i.e., Federal Acquisition Regulation). Only the CO is authorized to formally resolve such problems. Therefore, the contractor is hereby directed to bring all such contractual problems to the immediate attention of the CO.
- d. Request for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the CO.

52.242-9100 PREPARATION OF VOUCHERS  
(IAW FAR 42.703)

- a. Pursuant to the provisions of FAR 42.7 and 42.8, responsibility for cost administration of this contract is assigned to the cognizant Defense Contract Audit Agency (DCAA), as follows:

Defense Contract Audit Agency  
[DCAA OFFICE AND ADDRESS]  
(to be inserted at time of award)

- b. Vouchers shall be forwarded to the assigned DCAA Auditor for administrative review, provisional approval and transmission to the Finance Office shown on the front page of this contract for payment. On delivery/task orders, vouchers shall delineate costs by delivery/task order and corresponding accounting and appropriation data.

252.201-9100 CONTRACT MANAGEMENT  
(IAW DFARS 201.602-2)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract:

- a. Contracting Officer. All contract administration will be effected by the Contracting Officer. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or

deviation from the scope of work shall be effected without a written modification to the contract executed by the Contracting Officer authorizing such changes.

b. Contracting Officer's Representative (COR): A COR will be designated on authority of the Contracting Officer to monitor and coordinate all technical aspects and assist in the administration of the contract. All contacts with all agencies of the Government and interfacing with other contractors required in the performance of this contract will be accomplished only through the direction and with the coordination of the COR. A letter of designation will be issued to the COR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COR.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.251-1                      Government Supply Sources                      APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.203-9100                      NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA  
 (IAW FAR 3.104)

The Contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by other contractors, equipment manufacturers and other private or public entities. The Contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs (A) through (D) below.

A. Indoctrination of Personnel. The Contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees as shown below shall be signed by all indoctrinated personnel and forwarded to the COR for retention, prior to work commencing. The Contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

DEFENSE INFORMATION SYSTEMS AGENCY

NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

I, \_\_\_\_\_ (print or type name), as an employee of \_\_\_\_\_ (insert name of company), a contractor performing under contract to the (insert organization/directorate), pursuant to contract number DCA100-9X-X-XXXX, agree not to disclose to any individual, business entity or anyone within (insert name of employee company) or outside of the company who has not signed a nondisclosure agreement for the purposes of performing this contract: (1) any planning, programming, and budgeting system (PPBS) information, or (2) sensitive, proprietary or source selection information contained in or accessible through the this project. Proprietary information/data will be handled in accordance with Government regulations.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. The Contractor's responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104-5(b). Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use or to release or discuss it with third parties unless specifically authorized in writing to do so, as provided above.



52.204-9100 SECURITY  
(IAW FAR 4.403(c))

This document is unclassified, however a Top Secret Facility Clearance is required for the performance under this contract. The work to be performed and the products to be delivered under this contract shall be accomplished in accordance with the Contract Security Classification Specification, DD Form 254, pertaining to this contract. The Contractor shall conscientiously follow the security guidance provided in the DD Form 254, the Classification Guide, and other guidance that may be established in writing by the Contracting Officer's Representative (COR).

52.208-9100 LIMITATION OF PRINTING, DUPLICATIONS, AND OTHER REPRODUCTIONS  
(IAW FAR 8.801 & 8.802)

The Contractor shall deliver only the minimum number of copies required by the Government to either accept or reject a particular deliverable as specified on the Contract Data Requirements List (CDRL). Additional copies shall not be reproduced by the Contractor. For example, the Contractor shall not duplicate the brochure for further distribution. The Government will not reimburse contractor charges for copies/reproduction unless a waiver has been approved by the Contracting Officer.

Printing of materials in excess of the above quantities require compliance with "Government Printing and Binding Regulations". (The "Government Printing and Binding Regulations" is published by the Congressional Joint Committee on Printing (JCP)). Copies of this publication (S. Pub 101-9) are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. These regulations do not preclude the writing, editing, preparation of manuscript or related illustrative material, if required as part of this contract. They do not apply to the printing or duplicating required by contractors for their own use in complying with the contract.

52.209-9100 CONFLICT OF INTEREST  
(IAW FAR 9.5)

It is understood and agreed that the Contractor, under the terms of this contract, or through the performance of the Statement of Work made a part of this contract, is neither obligated nor expected to deliver or provide material or perform work, which will place the Contractor in an organizational conflict of interest, which could serve as a basis for excluding the Contractor from supplying products or services to the Defense Information Systems Agency (DISA). Further, during the course of this contract, the Contracting Officer will not knowingly unilaterally direct the Contractor to perform work, in contravention of the above understanding. It will be the Contractor's responsibility to identify any situation in which the potential for an organizational conflict of interest exists. However, if the Contracting Officer discerns the potential for an organizational conflict of interest prior to the execution of any task or amendment thereto, the Contracting Officer shall notify the Contractor, and the parties shall mutually take action to resolve any potential organizational conflict of interest. For the purposes of this clause, an organizational conflict of interest is understood to include tasking which involves the preparation of a complete specification of materials leading directly and predictably to competitive procurement of a system. This clause shall be included in any subcontracts awarded under this contract.

52.215-9114 TRAVEL  
(IAW FAR 15.204-2(h))



The prior approval of the Contracting Officer's Representative is required for travel performed in connection with this contract other than in the Washington, D.C., Metropolitan Area.

52.215-9117 KEY PERSONNEL

The Contractor shall notify the Contracting Officer's Representative (COR) at least thirty (30) days prior to making any changes in key personnel. Key personnel are defined as follows:

- a. Personnel identified in the proposal as key individuals to be assigned for participation in the performance of the contract;
- b. Individuals designated as key personnel by agreement of the Government and the Contractor during negotiations.

The Contractor must demonstrate that the qualifications of prospective personnel are equal to or better than the qualifications of the personnel being replaced. Notwithstanding any of the foregoing provisions, key personnel shall be furnished unless the Contractor has demonstrated to the satisfaction of the COR that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.

52.215-9118 MATERIAL PURCHASES  
(IAW FAR 15.204-2(h))

Except for those items proposed by the Contractor and agreed upon by the Government and Contractor during negotiations, any material purchased by the Contractor for use under this contract must be approved by the Contracting Officer prior to its purchase. The Government shall not be liable for material purchased without the Contracting Officer's prior consent.

52.232-9100 NOTIFICATION UNDER A COST-REIMBURSEMENT CONTRACT  
(IAW FAR 52.232-20)

The notification required by the "Limitation of Cost" clause, FAR 52.232-20, paragraph (b), shall be accomplished only by separate correspondence directed to the Contracting Officer; no other form of "notification" (e.g., mention in any type of monthly progress or status report) will effect compliance. Further, notification to any individual other than the Contracting Officer SHALL NOT constitute compliance with this requirement. Separate notification is required for O&M and RDT&E appropriations.

52.245-9100 GOVERNMENT PROPERTY  
(IAW FAR 45.103(c))

- a. Government Furnished Equipment: Government furnished equipment, data, or services as set forth in the SOW.
- b. Contractor Acquired Property: In the event the Contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45 is required.

c. Disposition of Government Property: Thirty (30) days prior to the end of the period of performance, or upon termination of the contract, the Contractor shall furnish to the Contracting Officer a complete inventory of all Government Property in his possession under this contract that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The Contracting Officer will furnish disposition instructions on all listed property which was furnished or purchased under this contract.

d. Risk of Loss: The Contractor assumes full responsibility for and shall indemnify the Government for any and all loss or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

**ADDITIONAL DISA INFORMATION, CLAUSES, AND INSTRUCTIONS:**

1. POINTS OF CONTACT: Agency contacts can be reached at the following phone numbers or e-mail addresses:

Contracting Officer:	Arthur S. Block	703-681-1255	arthur.block@disa.mil
Contract Specialist:	Franklin Wheeler, Jr.	410-293-2354	franklin.wheeler@disa.mil
Contracting Officer's Representative,	Richard B. Larson	410-293-2354	rlarson@jsc.mil
Invoice/Acceptance Officer:	Doria L. Schauer	410-293-2354	schauer@jsc.mil
Payment Office:	DFAS Indianapolis Center, 1-888-332-7366		

2. ADDITIONAL CLAUSES:

a. The following DISA clauses are incorporated in full text:

**252.232-9100 WIDE AREA WORKFLOW-RECEIPT AND ACCEPTANCE (WAWF-RA) (MAY 2004)**

As prescribed in DFARS clause 252.232-7003 Electronic Submission of Payment Requests (Jan 2004), **Contractors must submit invoice payment requests in electronic form; paper copies will no longer be accepted or processed for payment.** To facilitate this electronic submission, the Defense Information Systems Agency (DISA) has implemented the DOD sanctioned Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to process invoice payments. Contractor's invoice payment requests must be electronically routed in WAWF-RA to the Invoice/Acceptance Officer identified below. **For payment problems related to WAWF-RA, contact the Invoice/Acceptance Officer.**

Invoice/Acceptance Officer: Doria L. Schauer  
 Phone Number: 410-293-2354  
 E-Mail Address: schauer@jsc.mil  
 Ship To DoDAAC: HC1001

**NOTE 1:** For increased efficiency and less data entry, DISA highly encourages the use of the "Combo" form (Combination Invoice and Receiving Report) in WAWF for payment requests on fixed price type contracts.

**NOTE 2:** Additional information may be obtained from the sources shown below:

- ❑ WAWF-RA Production Website: <https://wawf.eb.mil>



b. The following DOD clauses are incorporated by reference, with the same force and effect as if they were given in full text. The full text of each clause may be accessed electronically at this Internet address:  
<http://farsite.hill.af.mil/>

252.204-7004 Alt A	Required Central Contractor Registration, Alternate A	(Nov 2003)
252.232-7003	Electronic Submission of Payment Requests	(Jan 2004)

3. SHIPPING INSTRUCTIONS:

- a. The shipping label must include the contract/order number (Block 4 of the SF 1449 cover sheet) and the Invoice/Acceptance Officer’s name and phone number.
- b. **The contractor must comply** with the following instructions for delivery to be made at the DISA Headquarters Compound in Arlington, VA. The following information must be faxed to the Invoice/Acceptance Officer as soon as a delivery date is established.
  - 1. Company Name
  - 2. Date of Delivery
  - 3. Approximate Time of Delivery
  - 4. Contents of Items being Delivered (e.g. computers, printers)
  - 5. Purpose of delivery
  - 6. Name and phone number of DISA Invoice/Acceptance Officer
- c. DISA’s Request for Delivery Form is attached at the end of this section. **Delivery attempts without prior approval from the Security Operations Center will be denied access** to the DISA Headquarters compound. Redelivery will be at no additional cost to the Government.
- d. Should the delivery schedule change, the contractor must notify the Invoice/Acceptance Officer immediately. Upon establishment of a new delivery date, the contractor must fax a new delivery form to the Invoice/Acceptance Officer.
- f. **Invoice/Acceptance Officer must comply** with the following instructions:
  - 1. The Invoice/Acceptance Officer must call the contractor to acknowledge receipt of the Request for Delivery form.**
  - 2. The Invoice/Acceptance Officer must provide the Request for Delivery Form to the Security Operations Center at least 24 hours in advance of delivery. Requests for delivery may be hand carried or faxed to the DISA Security Operations Center at 703 607-4717. To verify receipt of fax, call (703) 607-6492. Questions may be directed to the Security Operations Center at 703 607-6496.
  - 3. Should the delivery schedule change, the contractor must notify Invoice/Acceptance Officer immediately. Upon establishment of a new delivery date, the contractor must fax a new delivery form to the Invoice/Acceptance Officer who must acknowledge receipt.

**Request for Delivery**

ALL deliveries to the DISA HQs Compound must be reported to Security. The following information must be provided to the Invoice/Acceptance Officer at least 24 hours in advance of delivery. Please type or print legibly

Company Name: \_\_\_\_\_

Date of Delivery: \_\_\_\_\_

Approximate Time of Delivery: \_\_\_\_\_

Drivers Name: \_\_\_\_\_

Truck Tag Number: \_\_\_\_\_

Contents (e.g. Cafeteria food supplies, computers, printers etc.):  
\_\_\_\_\_  
\_\_\_\_\_

Purpose of Delivery: \_\_\_\_\_  
\_\_\_\_\_

DISA Invoice/Acceptance Officer and phone number: (\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_

E-mail this information to the Invoice/Acceptance Officer at the e-mail address provided in this order. Questions may be addressed to the Invoice/Acceptance Officer at the number provided.

Delivery attempts without prior approval from the Security Operations Center will be **denied**. Redelivery will be at no additional cost to the Government.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Invoice/Acceptance Officer, Name, and Position)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
(DISA Security, Type/Print name and Sign)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.246-1	Contractor Inspection Requirements	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996

52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7003	Item Identification and Valuation	JAN 2004
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7011	Notification to Delay Performance	JUN 1998
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7003	Report of Intended Performance Outside the United States	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JAN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.225-7021	Trade Agreements	JUN 2004
252.227-7020	Rights In Data--Special Works	JUN 1995
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2004) (DEVIATION)

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(End of clause)

#### 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 **15Jun2005 through 14Jun2008 for the Base period, 15Jun2008 through 14June2009 for Option period 1, and 15Jun2009 through 14June2010 for Option period 2.**

(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 **6 months after the base period or any awarded option period.**

(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 0 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.

(End of clause)

52.228-9100 WORK ON A GOVERNMENT INSTALLATION  
(IAW FAR 28.307-2)

In performing work under this contract on a Government installation or in a Government building, the Contractor shall:

- a. Obtain and maintain the minimum kinds and amounts of insurance specified by FAR 28.307-2.
- b. Conform to the specific safety requirements established by this contract.
- c. Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract.
- d. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this contract.
- e. Take such additional immediate precautions as the Contracting Officer or Contracting Officer's Representative (COR) may reasonably require for safety and accident prevention purposes.

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

Funds are not presently available for performance under this contract beyond [30 September 2005](#). 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 [30 September 2005](#), 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)

52.244-2 SUBCONTRACTS (AUG 1998)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

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

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

-----  
 -----

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

-----  
-----

(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/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2004) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract(FAR 52.212-5 (APR 2004) (DEVIATION)), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- |              |   |
|--------------|---|
| 252.225-7014 | Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a). |
| 252.247-7023 | Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)                       |
| 252.247-7024 | Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)       |

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

- J-1, DD254
- J-2, Cost Plus Incentive Fee Plan and Samples (in Final RFP after PWS review)
- J-3, List of GFI and URL (see Virtual Reading Room)
- J-4, List of GFP (see Virtual Reading Room)
- J-5, List of Job Codes/Titles and Descriptions (provided by the offeror)
- J-6, Subcontracting Plan (provided by the offeror)
- J-7, Register of Wage Determinations under the Service Contract Act
- J-8, Data Item Descriptions
- J-9, Contract Data Requirements List

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.204-3	Taxpayer Identification	OCT 1998
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (May 2004) Alternate I	APR 2002
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.204-9102 EVIDENCE OF AUTHORITY TO SIGN OFFERS  
(IAW FAR 4.102)

In accordance with FAR 4.102, evidence of the authority of individuals signing offers to submit firm offers on behalf of the offeror is required except for the owner in the case of sole proprietorships. Failure to submit with the offer satisfactory evidence of authority of all other persons may be cause for rejection of the offer as unacceptable or non-responsive.

When Contractor is a corporation, complete this certificate:

CERTIFICATE OF CORPORATE OFFICIAL/AGENT'S AUTHORITY TO BIND CORPORATION

I, \_\_\_\_\_, Secretary of \_\_\_\_\_, a corporation created and organized under the law of the State of \_\_\_\_\_, do hereby certify that \_\_\_\_\_ is an official/agent of said corporation and is empowered to represent, bind, and execute contracts on behalf of said corporation, subject to the following limitations:

(If none, so state)

Witness, my hand and the corporate seal of said corporation that \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

(Corporate Seal)

Secretary

When Contractor is a partnership, unincorporated firm or a corporation for which completion of the first statement would be impracticable, complete the following statement:

CERTIFICATE OF AUTHORITY TO BIND PARTNERSHIP

We, the undersigned, comprising the total membership of \_\_\_\_\_, a partnership/unincorporated firm doing business at \_\_\_\_\_, do hereby certify that \_\_\_\_\_, is a \_\_\_\_\_ of said partnership/unincorporated firm and is empowered to represent, bind and execute contracts on behalf of said partnership/unincorporated firm.

Witness our signatures, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Member of partnership/unincorporated firm:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

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

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.

(2) The small business size standard is 500 employees.

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

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

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

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

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



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

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

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

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

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

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

( ) is ( ) is not a historically black college or university;

( ) is ( ) is not a minority institution.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

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

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

(b) Certification.

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

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

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

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

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

(2) Representation.

The Offeror represents that it-

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

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

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

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
(Line Item Number)

-----  
(Country of Origin) (If known)

(End of provision)

252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2004)

(a) Definitions. Caribbean Basin country end product, designated country end product, Free Trade Agreement country end product, nondesignated country end product, qualifying country end product, and U.S. -made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end products, unless the Government determines that--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest exception to the Trade Agreements Act applies.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end product.

(2) The following supplies are other nondesignated country end products:

-----  
(Line Item Number)

-----  
(Country of Origin)

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a DO-A7 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer.

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

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its

quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

**52** The use in this solicitation of any (48 CFR Chapter) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

INSTRUCTIONS FOR PROPOSAL PREP

**INSTRUCTIONS FOR PROPOSAL PREPARATION**

**FOR**

**ELECTROMAGNETIC SPECTRUM ENGINEERING SERVICES**

**FOR**

**DEPARTMENT OF DEFENSE  
JOINT SPECTRUM CENTER (JSC)**

TABLE OF CONTENTS

1.0	GENERAL INSTRUCTIONS	
1.1	Guidelines	
1.2	Proposal Format	
1.3	Guidelines for Content	
2.0	VOLUME I	PAST PERFORMANCE INFORMATION
2.1	Tab A	Past Performance Information
3.0	VOLUME II	TECHNICAL PROPOSAL <sup>6</sup>
3.1	Tab B:	Technical Approach
3.2	Tab C:	Management Plan
3.3	Tab D:	Transition Plan
3.4	Tab E:	Organizational Strategic Quality Assurance Plan

4.0 VOLUME III BUSINESS PROPOSAL

4.1 Tab F: Cost/Price Proposal

5.0 OTHER INFORMATION REQUIRED

APPENDICES:

- A. Past Performance Questionnaire
- B. Sample Task Order: Emerging Spectrum Technology
- C. Sample Task Order: Network Centric Warfare
- D. Key Personnel Qualifications Summary



## 1.0 GENERAL INSTRUCTIONS

### 1.1 Guidelines

a. This section of the Instruction for Proposal Preparation (IFPP) provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the IFPP and must be submitted in accordance with these instructions. The offeror shall be compliant with the requirements as stated in the solicitation. The Government will read only the maximum number of pages allowed while evaluating proposals. **Non conformance with the specified organization, content, and page limitations may result in an incorrect evaluation of the proposal.** All capabilities claimed to meet the requirements shall be realistic and are subject to verification by the Government.

b. The Government reserves the right to award a contract without discussions. Offerors proposals shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Proposals should not simply rephrase or restate the Government's requirements, but rather should provide convincing rationale to assure the Government that the offeror fully understands and is capable of meeting the requirements and performance objectives stated in the solicitation. Offerors should assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposals. If information required for proposal evaluation is not found in the section designated for its presentation, it may result in an incorrect evaluation of the offeror's proposal.

c. Each volume shall be written to the greatest extent possible on a stand-alone basis so that its contents may be evaluated with a minimum of cross referencing to other volumes of the proposal.

d. The proposal shall be valid for no less than 180 days from the required submission date.

e. Proposals shall be submitted one (1) electronic and two (2) hard copies to the Procuring Contracting Officer (PCO) at DISA in a format compatible with MS Office 2000. The electronic copy will be considered the official copy and will take precedence over any hard copy in case of any discrepancies.

f. The Government anticipates all proposals to be UNCLASSIFIED. If an offeror's proposal contains classified information, the classified portion shall be segregated into a separate classified appendix for the appropriate Volume(s) and shall be marked with appropriate security markings. The highest level of classification allowed is SECRET. The number of pages for the classified portions is to be included within the page limitations in paragraph 1.3.

g. Each Volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limits for their respective volumes.

h. A cost realism analysis shall be performed to evaluate performance and schedule risk. Failure to provide this information may impact the Government's evaluation of Contractor proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

### 1.2 Proposal Format

a. The offeror shall submit its proposal in the following indexed format:

#### 1) Title: **VOLUME I Past Performance Information**

TAB A

Past Performance Information

**2) Title: VOLUME II Technical Proposal**

TAB B	Technical Approach
TAB C	Management Plan
TAB D	Transition Plan
TAB E	Organizational Strategic Quality Assurance Plan

**3) Title: VOLUME III Business Proposal**

TAB F	Cost/Price Proposal
-------	---------------------

**1.3 Guidelines For Content**

a. Each volume must be submitted as a separate folder and include an executive summary outlining the significant attributes of the volume. The total page count for the written portion of the Technical Proposal will be limited to **one hundred fifty (150)** pages of printed text, as described below. The page limit includes full page figures and full page tables and diagrams, however they shall be no larger than 8.5 x 14 inches when printed. Text pages are to be printable on 8.5 x 11 inch paper, with 1 inch top/bottom/side margins, single spaced, with font size no smaller than 12 point with proportional spacing. The pages shall be numbered and each volume shall contain a Table of Contents.

b. Suggested page limitations are provided for each Tab of the Technical Proposal, however the offeror may provide fewer, or additional, pages in a particular Tab, provided the overall page count of the Technical Proposal does not exceed 150 pages as described above.

**2.0 VOLUME I – PAST PERFORMANCE INFORMATION**

**2.1 Tab A: Past Performance Information**

a. Tab A, Past Performance, documents the offeror’s past performance on efforts on the four most recent contracts performed within the last three years, or ongoing, having task requirements similar in size, scope, and complexity to the JSC Engineering Support Services requirements. A Past Performance questionnaire, Appendix A, shall be provided by the offeror to the Program Manager for each recent past performance effort identified by the offeror. The offeror shall request that the data sheet be completed by the Program Manager and returned to the Contracting Officer. Offerors will not be penalized if Program Managers fail to respond within the allowed time.

b. Offerors with no record of relevant past performance, or for whom past performance is not available, may submit past performance information on predecessor companies and key personnel who have relevant experience. One Appendix A form will be completed for each reference submitted. Offerors who have no record of past performance (e.g., new businesses) must submit a signed and dated certification statement to that effect.

c. It is incumbent on offerors to provide current points of contact, including phone numbers and email addresses, for the Government’s use in verifying Past Performance data submitted.

d. The following factors will be assessed:

1) The ability to meet objectives and mission requirements on Engineering Support Services tasks similar to the size, scope, and complexity of the Task Areas described in the Statement of Objectives, Section C of the solicitation.

2) The ability to forecast and control contract costs and evaluate the cause of any variances in the contract award amounts and the amounts at completion (or estimated to complete) to determine the extent to which costs were controlled.

3) The ability to adhere to schedule requirements. Causes for schedule variances are identified.

4) The ability to recognize and manage risk.

5) The ability to provide quality products.

6) The achievement of socioeconomic goals. Circumstances that negatively impacted the offeror's ability to consistently meet or exceed small business subcontracting goals are identified.

7) The ability to manage subcontracting efforts. Significant subcontracting issues that resulted in contract cost, schedule, or performance problems, and subsequent corrective actions, are identified.

8) The demonstration of business-like concern for the interest of the customer, a commitment to customer satisfaction, and reasonable and cooperative behavior with the Government and other contractors.

e. Offerors are reminded that both independent data and data provided by offerors in their proposals may be used to evaluate past performance. Since the Government may not necessarily interview all of the sources provided by the offeror, it is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the offerors.

### 3.0 VOLUME II - TECHNICAL PROPOSAL

a. The Technical Proposal shall be sufficiently specific, detailed, and complete to demonstrate clearly and fully that the offeror understands the JSC performance objectives and has a thorough understanding of the requirements for, and technical problems inherent in, accomplishing the JSC mission. The Technical Proposal must describe the capability of the offeror's organization to perform this contract. Technical Proposals must also address risks associated with the offeror's proposed approach.

b. The Technical Proposal shall consist of the information specified for each element in the program areas listed below. Volume II, Technical Proposal consists of four subsections. The topics to be addressed are outlined in Tabs B through E as set forth below. **No cost or pricing information shall be included in the Technical Proposal.**

#### 3.1 Tab B: Technical Approach

a. The suggested page count for the Technical Approach is **seventy five (75)** pages. This section shall show that the offeror fully understands the specific and unique program requirements of the JSC by discussing how the offeror proposes to satisfy the JSC mission requirements and Statement of Objectives. Proposals should demonstrate sound technical competency in support of key mission areas and JSC performance objectives. The offeror must provide his approach to the following key mission areas as described in the JSC Statement of Objectives: Operational Spectrum Support, Electromagnetic Environmental Effects (E3) and Electromagnetic Spectrum Engineering, Modeling and Simulation, Information Management, Research and Evaluation of Emerging Technologies, and providing Technical Advice as it applies to the mission areas. In addition, offerors will provide a task order that contains a **detailed technical approach, proposed labor mix, program management plan, and quality assurance plan** for the two representative Sample Performance Work Statements.

b. The Technical Approach consists of three subsections:

- **Subsection 1 – Technical Approach to Supporting JSC Mission Areas and Objectives**

- **Subsection 2 – Task Order Proposal for Emerging Spectrum Technology**
- **Subsection 3 – Task Order Proposal for Network Centric Warfare**

c. Sufficient details must be provided for all mission areas cited in the preceding paragraphs to permit the Government to fully evaluate the offeror's technical approach. The following factors will be assessed for Subsection 1:

- 1) Understanding the Statement of Objectives.
- 2) Validity, feasibility, and risk of proposed approach.
- 3) Demonstrated experience and expertise in key mission areas.

d. Offerors shall submit a **task order proposal** in response to the sample performance work statements. Separate proposals are required for each sample performance work statement. The following factors of the **task order proposals** will be assessed for Subsections 2 and 3:

- 1) Understanding the requirement.
- 2) Validity and feasibility of proposed approach.
- 3) Proposed program management plan, including proposed metrics.
- 4) Proposed labor mix.
- 5) Proposed Quality Assurance Plan.

### **3.2 Tab C: Management Plan**

a. The suggested page count for the Management Plan is **twenty five (25)** pages. The plan shall include information regarding the proposed organizational chart, including major subcontractors, and the offeror's approach to contract performance management. The plan must indicate how the offeror will manage key operational functions such as: work flow, staffing of multiple tasks, cost control, risk management, coordination/cooperation with other JSC contractors, and status reporting to the Government. The plan must address how the offeror will manage its effort in an integrated, and cost effective manner that will provide the best value to the Government. The offeror shall also provide an Organizational Conflict of Interest Plan that includes information on the contractor's responsibilities and how the contractor will avoid and mitigate potential conflicts of interest. The offeror shall complete a Key Personnel Qualification Summary, Appendix D, for all key personnel performing on this contract, not to exceed **ten** summaries. Neither the Organizational Conflict of Interest Plan nor the Key Personnel Qualification Summary will count towards the total number of pages permitted for the proposal.

b. The Management Plan consists of six subsections;

- **Subsection 1 – Organizational Structure and Management Approach**
- **Subsection 2 – Certifications and Awards**
- **Subsection 3 – Plan to Acquire, Train, and Maintain High-Quality Staff**
- **Subsection 4 – Plan to Maintain JSC Existing Analytical Capabilities**

- **Subsection 5 – Organizational Conflict of Interest Plan**
- **Subsection 6 – Key Personnel Qualification Summary**

c. The following factors will be assessed:

1) Offeror demonstrates an organizational structure relative to this contract which provides for accomplishment of the required effort/tasking and clearly identifies the point(s) of contact to interface with the Government Contracting Officer, Contracting Officer's Representative, Technical Points of Contact, Financial Points of Contact, and any other Government personnel involved in the fulfillment of contract duties.

2) Offeror demonstrates a sound approach to program management that clearly identifies how the offeror will manage the effort to produce the best value for the Government.

3) Offeror demonstrates recognition and achievement of professional certifications. (Awards, certifications and/or independent evaluations, such as the Software Engineering Institute's Capability Maturity Model-Integrated (CMMI) or Program/Project Management certification may serve as evidence of achievement.)

4) Offeror demonstrates an approach to maintain JSC analytical capabilities in coordination with JSC staff. Plan should address software currency and overall technical capability.

5) Offeror demonstrates ability and willingness to work as part of an integrated team with the Government and other JSC contractors to ensure requirements are met.

6) Offeror demonstrates a plan to acquire, train and maintain technical currency of staff.

7) Offeror provides an acceptable Organizational Conflict Of Interest Plan that clearly describes the organization's roles and responsibilities and strategies to avoid/mitigate potential conflicts of interest.

8) Offeror provides up to ten resumes for key personnel. Resumes shall address each individual's experience, education, unique skills and current and past duties as they relate to the JSC requirement.

### **3.3 Tab D: Transition Plan**

a. The suggested page count for the Transition Plan is **twenty five (25)** pages. The plan shall include information regarding the delineation of required time and efforts to prepare for assuming and relinquishing full program responsibilities with minimum impact to JSC operations. The entry section of the plan must describe how the offeror will arrange for the acquisition of facilities and other matters necessary to take over the full responsibilities and duties of the engineering support services contractor as stipulated in the solicitation. The offeror shall also identify the source of the offeror's proposed staffing (e.g. in-house staff, incumbent hire, new hire, etc) broken down by general labor categories. e.g. engineer, programmer, and technician. The location of the contractor facility must be included in the transition plan. The exit section of the plan must describe how the offeror will cooperate with the successor contractor to handoff responsibilities with minimal impact to JSC operations. A general outline of the exit section is required with proposal submission. Detailed exit procedures will be required as a contract deliverable. Potential risks and risk mitigation approach, inherent in the offeror's Transition Plan, must be identified.

b. The Transition Plan shall consist of two subsections;

- **Subsection 1 – Transition Planning (entry and exit)**
- **Subsection 2 – Mitigation of Impact to On-Going Operations**

c. The following factors will be assessed:

- 1) Offeror demonstrates a plan to efficiently and effectively both take over and hand-off the day-to-day operation of the JSC. The plan must demonstrate a smooth transition between the predecessor and successor contractors.
- 2) Offeror demonstrates an understanding of inherent risks in transition approach.
- 3) Offeror demonstrates a plan that maximizes information flow between the offeror, the incumbent contractor, and the Government.
- 4) Offeror demonstrates a plan to acquire adequate technical staff.
- 5) Offeror demonstrates a plan to provide measurement lab services.

**3.4 Tab E: Organizational Strategic Quality Assurance Plan**

a. The suggested page count for the Organizational Strategic Quality Assurance Plan is **twenty five (25)** pages. The plan shall address the offeror’s quality assurance approach for each of the JSC key mission areas. The offeror shall propose metrics, including key performance measures and performance goals, and applicable processes that will ensure delivery of proposed results on schedule, support management and decision making, facilitate communications and motivate high performance. The offeror shall propose overall contract incentives, both positive and negative. The plan must demonstrate a link to the JSC Statement of Objectives. It is the Government’s intent to incorporate the Organizational Quality Assurance Plan into the contract.

b. The following factors will be assessed:

- 1) Offeror demonstrates a plan that clearly identifies and describes the proposed method of assuring performance goals are attained. The plan clearly identifies how the offeror will assure subcontractors adhere to cost, performance, schedule, and quality measures.
- 2) Offeror demonstrates a plan that proposes meaningful metrics to measure performance and product quality, demonstrate results achieved and provide that information to the Government.
- 3) Offeror demonstrates a plan for continuous performance and/or business process improvement.

**4.0 VOLUME III - Business Proposal**

The Government estimated general annual level of effort (in hours) is shown in the following table.

Engineer	Programmer	Technician	Total
368,000	222,000	180,000	770,000

Note: This annual estimate, which is based on historical data, is provided for preparation of cost proposals purposes only and may not reflect actual hours required.

**4.1 Tab F: Cost/Price Proposal**

a. The offeror’s Cost/Price Proposal shall consist of the following:

- 1) Signed and completed solicitation package, including all amendments

2) The pricing structure for Section B of the RFP to include all proposed labor categories. Provide fixed labor rates for all five contract years.

3) The proposed contract cost, based on estimated man-hours shown in paragraph 4.0, for the base and option periods. In addition to the proposed technical labor cost, offerors must identify all other estimated costs and mark-up percentages associated with delivery of the proposed technical effort. At a minimum the following cost categories will be identified: other direct costs (ODC), general and administrative (G&A), salary related costs (SRC), overhead (OVHD), and profit.

4) All representations and certifications, executed as required by Section K.

5) Identification of cognizant DCAA, DCMC and DFAS offices including facility codes, addresses, telephone and fax numbers and email addresses. Also include the name and telephone number of the Administrative Contracting Officer.

6) Cost proposals should include provisions for measurement lab support and document storage and retrieval.

#### **5.0 OTHER INFORMATION REQUIRED**

The offeror's proposal shall be valid for no less than 180 days from the required proposal due date.

**APPENDIX A**

**PAST PERFORMANCE QUESTIONNAIRE**

Past performance information is being requested regarding the performance of \_\_\_\_\_ on contract number \_\_\_\_\_.

Please complete this form for the contract identified above. Provide frank, concise statements regarding contractor performance. This information will be used to assist the Government in determining the best value for award of the contract to provide engineering support services to the Joint Spectrum Center.

Please rate the contractor as “excellent” (E), “very good” (VG), “satisfactory” (S), “marginal” (M), “unsatisfactory” (U), or not applicable (N/A) in the evaluation below. Please give a short narrative as to why you chose the adjective you did.

Excellent (E) – Performance meets contractual requirements and exceeds many to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (VG) – Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (S) - Performance meets contractual requirements. The contractual performance of the element or sub-element being assessed contains some minor problems for which corrective actions taken by the contractor were satisfactory.

Marginal (M) - Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (U) - Performance does not meet some contractual requirements and recovery is not likely in timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor’s corrective action appear or were ineffective.

This questionnaire should be returned to:

Joint Spectrum Center / JS7  
 Attn: Mr. Franklin Wheeler, Jr.  
 2004 Turbot Landing  
 Annapolis, MD 21402



**EVALUATION:**

1. Describe the product/service provided under the contract.

---

---

---

---

2. Dollar value of contract. \_\_\_\_\_ Number of technical labor hours acquired by contract.

---

3. Quality of the product/service provided under the contract conformed to contract specifications.

Rating \_\_\_\_\_

Comment:

---

---

---

---

4. Contractor complied with schedule requirements (milestones, delivery schedules, etc.).

Rating \_\_\_\_\_

Comment:

---

---

---

---

5. Contractor was effective in forecasting, managing, and controlling costs.

Rating \_\_\_\_\_

Comment:

---

---

---

---

6. Contractor actively integrated and coordinated all activities needed to execute the contract (timeliness, quality, corrective actions, cooperative behavior, customer satisfaction, management of subcontractors, and achieving SB/SDB/WOSB/HUB Zone/HBCU/MI goals).

Rating \_\_\_\_\_

Comment:

---

---

---

---

7. Contractor was able to select, retain, and replace when necessary, key personnel.

Rating \_\_\_\_\_

Comment:

---

---

-----  
-----

8. Contractor responded in a credible manner to emergency/high priority situations.

Rating \_\_\_\_\_

Comment:

-----  
-----  
-----  
-----

9. Particular strong/weak points of contractor's performance.

Comment:

-----  
-----  
-----  
-----

10. Would you do business with this contractor again, if you had a choice?

\_\_\_\_\_ Yes \_\_\_\_\_ No

11. Please provide any other comments, positive or negative, that you feel could help in evaluating this contractor's past performance.

Name and position of individual completing evaluation:

-----

Note: Information supplied on this form may be shared with the contractor. The government may be required to reveal the source of the information.



**4. Objectives.:**

- a. Determine the potential detrimental impact or benefit to DoD from the development and fielding of this new technology.
- b. Identify modeling and measurement capabilities needed to analyze, evaluate and manage the new technology.

**Expected Results:**

- A thorough characterization of the technology
- Description of the potential impacts to DoD spectrum operations
- Identification of potential benefits to DoD from this new technology
- Identification of areas for R&D Investment
- Identification of policy/regulatory initiatives to exploit or defend DoD spectrum operations against this new technology
- Recommendations for modeling/measurement to characterize and evaluate this new technology area

**5. Scope:**

Research and Evaluate Emerging Technologies  
 Electromagnetic Environmental Effects (E3) and Spectrum Engineering  
 Technical Advice  
 Modeling and Simulation

**6. Performance Requirements:**

## 6.1 Technology Assessment

6.1.1. Characterize the new technology and identify/describe its potential implications to DoD.

**Deliverables:**

- Deliver a report containing the following information
  - a. Technology Description
    - b. Description of the potential impacts to DoD spectrum operations
  - c. Identification of potential benefits to DoD from this new technology
    - d. Recommendations for modeling/measurement to characterize and evaluate this new technology area
    - e. Identification of areas for R&D Investment
  - f. Identification of policy/regulatory initiatives to exploit or defend DoD spectrum operations against this new technology
- Develop a briefing or series of briefings to inform policy-makers and acquisition executives of the findings from this assessment.

## 6.2 Analysis and Evaluation Capability Development

6.2.1. Develop an approach for acquiring or developing the necessary modeling and measurement capabilities needed to analyze and evaluate the subject technology.

**Deliverables:**

- Deliver a report detailing the required capabilities and an approach for acquiring or developing those capabilities.

6.3. **Pricing Information:** No cost or pricing information is required for this sample; however, significant purchases of material and services should be identified in general terms.

7. **Performance Standards:** The contractor shall describe a quality assurance plan as part of the task order proposal. The government will develop a surveillance plan to ensure proper task monitoring.

8. **Incentives:** This task is envisioned as a Cost Plus Incentive Fee activity. The offeror shall propose both positive and negative incentives.

9. **Place of Performance:** This task is expected to be performed at the contractor's normal duty station.

10. **Period of Performance:** n/a

11. **Delivery Schedule:** The task order proposal will describe the schedule for task deliverables.

12. **Security:** Security requirements for this task are up to the TOP SECRET level.

13. **GFE/GFI:** There is no specific GFE/GFI associated with this task. The contractor is expected to make use of the standard GFE/GFI available under the terms of the overall contract.

14. **Other Pertinent Information or Special Considerations:** None

APPENDIX C

SAMPLE PERFORMANCE WORK STATEMENT

JOINT SPECTRUM CENTER  
 PERFORMANCE WORK STATEMENT  
 For  
 NETWORK CENTRIC WARFARE

Contract Number:  
 Task Order Number:  
 JSC Tracking Number:

1. **Task Monitors (TMs):**

a. Primary TM:

Name: J6 Engineer #1  
 Organization: JSC/J6  
 Address: 2004 Turbot Landing  
 Annapolis, MD 21402-5064  
 Telephone Number: 410-293-2105  
 Facsimile Number: 410-293-2631  
 Email Address: [J6Engineer#1@jsc.mil](mailto:J6Engineer#1@jsc.mil)

b. Alternate TM

Name: J6 Engineer #2  
 Organization: JSC/J6  
 Address: 2004 Turbot Landing  
 Annapolis, MD 21402-5064  
 Telephone Number: 410-293-4956  
 Facsimile Number: 410-293-2631  
 Email Address: [J6Engineer#2@jsc.mil](mailto:J6Engineer#2@jsc.mil)

2. **Task Order Title:** JSC Network Centric Warfare Transformation

3. **Background:** The DoD is currently undergoing a fundamental transformation in the way it plans operations, organizes, trains, and acquires materiel. As stated by President George W. Bush, “We must build forces that draw upon the revolutionary advances in the technology of war...one that relies more heavily on stealth, precision weaponry, and information technology.” This transformation, known as Network Centric Warfare (NCW), represents a powerful set of warfighting concepts and associated military capabilities that will allow the warfighter to take full advantage of all available information and bring all available assets to bear in a rapid and flexible manner.

In support of the DoD’s NCW transformation, the JSC is embarking on a program to transform our data resources and analytical and other capabilities to Global Information Grid (GIG)-based services. To date this nascent effort has focused on evaluating some existing technologies that may support the transformation to GIG-based services, identifying an initial selection of prototype capabilities or services to be web-enabled, and creating a prototype web portal.

4. **Objective:** The objective of this Performance Work Statement is to develop and document a plan to transform the relevant spectrum-related capabilities to support the DoD’s concept of NCW.

**Expected Results:**

- A report documenting the results of the investigation and determination of the basic electromagnetic environmental effects and spectrum management related capabilities and/or services that the DoD will require. This will include an evaluation of existing JSC and DoD capabilities, as well as a delineation of additional capabilities that most likely will be required. In addition, the investigation should include consideration of pertinent protocols, net-centric services, and technologies that would be utilized for an initial operating capability (IOC). Furthermore, the investigation must address the issue of data standardization both nationally and internationally.
- A Transformation Plan documenting the specific development and implementation steps required for accomplishing the transformation.
- A detailed Program Management Plan that provides detailed cost and schedule information, detailed (level 3) work breakdown structure, metrics, and risk management information.

5. **Scope:**

Operational Spectrum Support  
 E3 and Spectrum Engineering  
 Modeling and Simulation  
 Data Management  
 Research and Evaluate Emerging Technologies

6. **Performance Requirements:**6.1 Task 1: Investigation of Required Capabilities

- 6.1.1 *Subtask 1: Current and Future Needs Assessment.* The contractor will perform an extensive investigation of the current and future (i.e., foreseeable future, 5 years) needs of the DoD in the areas of E3 and Spectrum Engineering, and document the results as part of the final report. In addition, the contractor will provide a presentation of the results at the conclusion of this investigation.
- 6.1.2 *Subtask 2: Evaluation of Existing and Required Capabilities.* The contractor will investigate and evaluate existing analytical capabilities from within the JSC and the rest of the DoD, as well as other sources (e.g., rest of US Government, academia, commercially available sources, etc.). The evaluation will include suitability, ease of migration to a web-enabled capability/service, and ease of use in a web environment. The results of this subtask will be documented in the final report. In addition, the contractor will provide a presentation of the results at the conclusion of this investigation.
- 6.1.3 *Subtask 3: Evaluation of Data Requirements.* The contractor will evaluate the data requirements necessary to support the JSC's net-centric transformation. The contractor will review all available sources of spectrum-related data and evaluate their suitability to support current and future spectrum engineering and E3-related work. The contractor will also address options for data interoperability and standardization between the DoD and the rest of the Federal Government, other countries, and certain Non-governmental Organizations. The results of this subtask will be documented in the final report. In addition, the contractor will provide a presentation of the results at the conclusion of this investigation.
- 6.1.4 *Subtask 4: Evaluation of Existing Net-Centric Services and Supporting Technologies.* The contractor shall research the net-centric services, technologies, and protocols that will be necessary to support the JSC's net-centric transformation. The results of this



evaluation will be documented in the final report. In addition, the contractor will provide a presentation of the results at the conclusion of this investigation.

- 6.1.5 *Subtask 5: Documentation.* A final report will be prepared documenting the results of the aforementioned investigations.
- 6.2 **Task 2: Transformation Plan.** Based on the results of the preceding task, the contractor will prepare a plan for migrating the requisite analytical capabilities, data resources, and other information to a net-centric environment. The plan will address a phased strategy to providing the requisite functionality (i.e., an IOC and subsequent follow-on phases), delineating the approach for development of each phase (with the most emphasis on IOC). Further, the plan will provide a high-level transformation schedule and estimated costs to develop and maintain an IOC.
- 6.3 **Task 3: Program Management Plan.** A Program Management Plan will be prepared. The plan will provide detailed schedule information, including a work breakdown structure, to develop and maintain an IOC, as well as first cut schedule estimates to provide follow-on capabilities. The plan will explain the metrics to be used to monitor progress and adherence to cost and schedule, as well as how and when they will be reported to the JSC. Furthermore, the plan will include a detailed risk management section that will explain the contractor's risk management process. This section will also include a description of the major areas of risks that may be encountered (focusing primarily on IOC) and how to mitigate these risks, including security requirements and constraints.
- 6.4 **Pricing Information:** No cost or pricing information is required for this sample; however, significant purchases of material and services should be identified in general terms .
7. **Performance Standards:** The contractor shall describe a quality assurance plan as part of the Task Order Proposal. The government will develop a surveillance plan to ensure proper task monitoring.
8. **Incentives:** This task is envisioned as a Cost Plus Incentive Fee activity. The offeror shall propose both positive and negative incentives.
9. **Place of Performance:** This effort will be performed at the contractor's normal duty station.
10. **Period of Performance:** n/a
11. **Delivery Schedule:** The contractor's Task Order Proposal will include the schedule for task deliverables.
12. **Security:** Security requirements for this task are up to Top Secret level.
13. **Government Furnished Equipment (GFE)/ Government Furnished Information (GFI):** There is no specific GFE associated with this task. GFI will include data from the JSC data resources, as well as other pertinent materials (briefing materials, reports, etc.) in the possession of the JSC that the contractor may request.
14. **Other Pertinent Information of Special Considerations:** None.

APPENDIX D

**KEY PERSONNEL QUALIFICATIONS SUMMARY**

1. NAME:
2. TITLE:
3. JOB CATEGORY/LEVEL:
4. SECURITY CLEARANCE:
5. EDUCATION:  
College/University/Degree/Graduated Degree/Courses/Year  
Professional Courses/Title/Year
6. PROFESSIONAL EXPERIENCE SUMMARY:  
Include number of years experience in a particular field or area (Operational Spectrum Management Support, Electromagnetic Environmental Effects (E3), Acquisition Program Support, and Information Technology).
7. SPECIFIC EXPERIENCE:  
Job Assignment - Present  
Job Assignments – Past
8. PERCENT OF TIME DEDICATED TO THIS CONTRACT:

## Section M - Evaluation Factors for Award

EVALUATION CRITERIA**APPENDIX A****EVALUATION CRITERIA**

This Appendix contains the Evaluation Criteria stated in Section M of the solicitation. Proposals will be evaluated against the Government's requirements for Cost and Price and for the two non-cost factors (Past Performance and Technical). Offerors must meet or exceed all solicitation requirements to be eligible for award. Paragraph numbers in this Appendix follow the numbering of Section M of the solicitation.

**M.1. Solicitation Provisions.**

a. Single or Multiple Awards. The Government plans to award a single IDIQ contract but may elect to award IDIQ contracts for the same or similar supplies or services to two or more sources under the solicitation.

b. Evaluation of Options. Except when it is determined in accordance with FAR section 17.206(b) not to be in the Government's best interests, the Government evaluates offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options does not obligate the Government to exercise the option(s).

**M.2. Evaluation of Offers.**

a. The Government intends to conduct the source selection in accordance with the competitive negotiated source selection procedures contained in FAR Part 15. The Government anticipates awarding a contract based on initial proposals and does not plan to conduct discussions. **However, the Government reserves the right to conduct discussions should they become necessary.**

b. The Government will evaluate initial proposals in accordance with Section **M.XX**, below. Based on the ratings of each proposal against all evaluation criteria, the Government will identify the most highly rated proposal(s).

c. All elements, subfactors, and factors are measured against standards developed to represent guidelines for adequacy of approach and understanding the solicitation requirements.

d. Evaluation includes the determination of strengths, weaknesses, and risks for each element, subfactor, and factor.

e. In accordance with FAR Subpart 15.3, offerors may be given the opportunity to clarify certain aspects of their proposal or to resolve minor or clerical errors; however, final proposal revisions will not be permitted.

### **M.3. Basis for Award.**

- a. There will be one award category: Full and open competition.
- b. The Government anticipates a single award resulting from this solicitation. The Government reserves the right to award either one, multiple, or no contracts at all, depending on the quality of the proposals received.
- c. In accordance with FAR Clause 52.215-1, Instructions to Offerors - Competitive Acquisition, the Government intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors, subfactors, and elements specified in the solicitation. The Government will evaluate proposals and award a contract without discussion with offerors (except for clarifications as described in FAR Subpart 15.3). Therefore, the offeror's initial proposal should contain the offeror's best terms from a technical and cost and price standpoint. The Government reserves the right to conduct discussions if the contracting officer later determines them to be necessary.
- d. The contract award decisions for the full and open category contract will be based on the Government's evaluation of each offeror's complete proposal against the evaluation criteria identified in Section M.XX, below. Awards will be made to the offeror whose proposal contains the combination of factors offering the best overall value to the Government. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (FAR section 2.101). In making this evaluation, the Government is more concerned with obtaining superior technical and management skills than with making an award to the offeror with the lowest proposed price.
- e. When conducting the evaluation, the Government will consider data included by offerors in their proposals, as well as data obtained from other sources.

### **M.4. Evaluation Criteria.**

#### **M.4.1. Factors, Subfactors, and Elements.**

a. General. The Government will apply the following tailored evaluation criteria to identify the best value proposal. The evaluation criteria represent key areas of importance to be considered in the source selection decision. The elements, subfactors, and factors have been chosen to support a meaningful discrimination between and among competing proposals. The proposals will be evaluated against the Government's requirements using three factors:

- Past Performance.
- Technical.
- Cost and Price.

b. Definitions. In order to provide insight into the Government's value of the factors, the following terminology is used:

**More Important.** The criterion is greater in value than another criterion.

**Comparatively Equal.** The criterion is nearly the same in value as another criterion; any difference is very slight and unimportant.

c. Relative Importance. Past Performance is comparatively equal to Technical. Each of the non-cost factors is divided into subfactors. Past Performance is divided into four subfactors, which are further divided into elements; Technical is divided into four subfactors, which are further divided into elements. Subfactors are comparatively equal within each factor. All elements within a subfactor are comparatively equal. Each non-cost factor individually is more important than Cost and Price. When combined, Past Performance and Technical are significantly more important than Cost and Price.

d. Risk Assessment. The Government will perform a risk assessment of each offeror's proposal. The proposal risk assessment will focus on the risks and weaknesses associated with the offeror's proposed approach. Assessment of risk will be done at the Past Performance and Technical factor levels, and includes potential for disruption of schedule, increased cost, degradation of performance, and the need for increased Government oversight as well as the likelihood of unsuccessful contract performance. For any risk identified, the evaluation will address the offeror's proposal for mitigating those risks and why that approach is or is not feasible. Figure A-1 provides definitions to be used for Past Performance and Technical Approach.

(1) Risks may occur as a result of a particular technical approach, operational process, management plan, transition plan, quality assurance plan or as a result of the schedule and economic impacts associated with the approaches or plans.

(2) A risk assessment rating will be used along with the color codes for each assessed factor. The statements within the color code definitions assess different evaluation aspects rather than the risk assessment ratings. The statements within the color code definitions reflect how well the Past Performance and Technical meet the solicitation requirements.

**Figure A-1**

**Risk Assessment Description Table**

Risk	Description
High	Offeror’s proposed approach is likely to cause significant disruption of schedule, increase in cost, or degradation of performance, and will require a high level of contractor emphasis and Government monitoring to overcome difficulties
Medium	Offeror’s proposed approach is likely to cause a moderate disruption of schedule, increase in cost, or degradation of performance, and will require a medium level of contractor emphasis and Government monitoring to overcome difficulties
Low	Offeror’s proposed approach is likely to cause minimal or no disruption of schedule, increase in cost, or degradation of performance, and will require a low level of contractor emphasis and Government monitoring to overcome difficulties

**M.4.2. Detailed Description of Evaluation Criteria.**

a. Non-Cost Factors.

**(1) Factor 1 - Past Performance.** The Government will assess the offeror’s capability to perform task orders under the solicitation by evaluating the offeror’s past performance as a prime contractor on previous contracts similar in size, scope and complexity to the JSC Electromagnetic Spectrum Engineering services contract. Only past performance data on efforts of this type, completed within the last three years, or work that is ongoing, will be evaluated. The lack of relevant past performance information will result in the assignment of a white (neutral) rating (i.e., neither favorable nor unfavorable). Technically complex tasks managed and implemented across an enterprise will be rated higher than tasks of lesser size, scope, and complexity.

**Subfactor 1 - Previous Contracting Effort.** The Government will evaluate the offeror’s past performance as the prime contractor in management of large and complex efforts similar in size, scope and complexity to the JSC Electromagnetic Spectrum Engineering services contract. The evaluation will focus on the offeror’s technical understanding and technical capability as demonstrated by the results achieved in the completion of actual contracts and task orders similar in size, scope, and complexity to the JSC requirement. Technically complex tasks managed and implemented across an enterprise will rate higher than tasks of lesser size, scope, and complexity. The evaluation will also focus on the innovative solutions developed and implemented by the offeror to address complex efforts and technical challenges, along with the results achieved. Emphasis will be placed on the application and use of performance metrics and quality control plans that demonstrate program objectives and customer expectations were met or exceeded.

**Element 1 - Objectives.** Evaluate the offeror’s ability to meet objectives and mission requirements on Electromagnetic Spectrum Engineering services tasks similar to the size, scope, and complexity of the Task Areas described in Section C of the solicitation.

**Element 2 - Cost Control.** Evaluate the offeror’s ability to forecast and control contract costs. Evaluate the cause of any variances in the award amounts and the amounts at completion (or estimated to complete) to determine the extent to which the offeror controlled project costs.

**Element 3 - Schedule.** Evaluate the offeror’s ability to adhere to an agreed schedule. Examine the cause of any schedule variances to determine the extent to which the offeror delivered services on time.

**Element 4 - Risk.** Evaluate the offeror’s ability to recognize and manage risk.

**Element 5 - Quality.** Evaluate the offeror’s ability to provide a product or service that met the customer’s quality requirements.

**Element 6 - Socioeconomic Goals.** Evaluate the offeror's ability to meet small business subcontracting goals, if applicable. Consider any circumstances that negatively impacted the offeror's ability to consistently meet or exceed small business subcontracting goals.

**Element 7 - Subcontracting Management.** Evaluate the offeror's ability to manage its subcontracting responsibilities. Consider the offeror's record relative to the timely award of subcontracts and payment of subcontractors along with any significant subcontracting issues that resulted in contract cost, schedule, and performance problems.

**Element 8 - Business Relations.** Evaluate the offeror's ability to demonstrate a business-like concern for the customer's interests and the ability to demonstrate a reasonable and cooperative behavior. Examine the assessment to determine the degree to which the offeror met the levels of cooperation needed to be an effective business partner.

**Subfactors 2-4 - Previous Contracting Efforts 2-4.**

**Elements 1-8 - Same as Subfactor 1.**

**(2) Factor 2 – Technical.** Evaluate this factor on the basis of the proposed technical approach for performing the contract, management of this approach, proposed approach to transition from the incumbent contractor, and the strategic quality assurance plan, as described by the offeror's proposal for each of the tasks described in the solicitation. The evaluation encompasses an assessment of the suitability of the proposed technical solution in relation to similar requirements anticipated in the contract; and the soundness, completeness, and adequacy of the solution. Evaluate the offeror's proposal to determine the extent to which the approach demonstrates an understanding of the scope and complexity of the solicitation task areas. Subfactor 1 - Technical Approach is considered comparatively equal to Subfactor 2 - Management Plan, which is considered comparatively equal to Subfactor 3 – Transition Plan, which is comparatively equal to Subfactor 4 – Organizational Quality Assurance Plan.

**Subfactor 1 - Technical Approach.** In response to the solicitation, the Government will evaluate the offeror's proposed technical approach to meet the JSC's mission requirements and performance objectives.

**Element 1. - Operational Spectrum Support.** Offeror demonstrates program understanding and knowledge in deploying qualified spectrum managers in the areas of support of Combatant Command (COCOM) or Joint Task Force (JTF) contingencies; deploying technical experts to take field measurements and analyze incidents of electromagnetic interference (EMI), determine causes, and recommend methods of resolution; and developing, operating, and maintaining DoD's standard spectrum management systems or systems similar in size and complexity.

**Element 2. - E3 and Spectrum Engineering:** Offeror demonstrates program understanding and knowledge of E3 and spectrum engineering in the areas of coordinating electromagnetic compatibility (EMC) standards; analyzing equipment and systems for potential E3 issues and problems and recommending solutions and/or mitigating measures; performing RF measurements; developing and conducting E3 training; assisting the acquisition community by assessing E3; determining operationally viable frequency bands; and providing assistance in acquiring host nation approval for equipment operation.

**Element 3. - Modeling and Simulation:** Offeror demonstrates program understanding and knowledge in the areas of developing and maintaining spectrum management automated tools and analytical models to perform EMC analyses.

**Element 4. - Information Management.** Offeror demonstrates program understanding and knowledge in the areas of collecting and maintaining extensive data on spectrum dependent equipment and spectrum usage to support tactical, training, or sustaining-base operations, operational assessments, and research and development efforts; and providing and maintaining a capability to store and retrieve documents such as technical reports, project notebooks, and other related technical documents.

**Element 5. - Research and Evaluate Emerging Technologies.** Offeror demonstrates program understanding and knowledge in direct support of the research and evaluation of emerging technologies.

**Element 6 - Technical Advice.** Offeror demonstrates program understanding and knowledge in the areas of analyzing complex electromagnetic issues and advising executive decision-makers on policy viability and implementation options.

**Element 7 – Emerging Spectrum Technology Sample Task Order.** Offeror demonstrates program understanding and knowledge and a sound technical approach in the analysis of emerging spectrum technology. Offeror's proposed labor mix and quality assurance plan are reasonable.

**Element 8 – Network Centric Warfare Sample Task Order.** Offeror demonstrates program understanding and knowledge and a sound technical approach to assessing the needs and describing an approach to transform relevant spectrum-related capabilities to support network centric warfare. Offeror's proposed labor mix and quality assurance plan are reasonable.

**Subfactor 2 - Management Plan.** Assess the offeror's ability to successfully manage and perform technical solutions by evaluating its structure, management approach and business operations.

**Element 1 - Organizational Structure and Management Approach.** Offeror demonstrates an organizational structure relative to this contract that provides for accomplishment of the required effort/tasking. The plan should include the following information, as a minimum: (1) reflect how the team will execute the contract, by identifying proposed organizational structure, including personnel by name for all key positions, as well as indicating whether the personnel are employed by the prime or proposed subcontractor, and the percentage of work to be performed by each participant (prime or subcontractor); (2) the program management approach, to include a description of work flow, staffing of tasks, cost control and status reporting to the Government; (3) clearly identify the point(s) of contact to interface with the Government Contracting Officer, Contracting Officer's Representative, Technical Points of Contact, Financial Points of Contact, and any other Government personnel involved in the fulfillment of contract duties; (4) demonstrated willingness to work as part of an integrated team with the Government and other contractors.

**Element 2 – Certifications and Awards.** Evaluate the offeror's demonstrated recognition and achievement of professional certifications.

**Element 3 - Ability to Recruit, Train, and Maintain High-Quality Personnel.** Evaluate the offeror's ability to recruit, train, and maintain a high-quality technical work force.

**Element 4 – Plan to Maintain JSC Analytical Capabilities.** Evaluate the offeror's approach to maintaining JSC analytical capabilities, software currency, and overall technical capability.

**Element 5 – Organizational Conflict of Interest Plan.** Evaluate the offeror's plan to manage potential conflicts of interest.

**Element 6 – Resumes.** Evaluate the resumes of the offeror's key personnel for experience compatible to that necessary to perform the JSC effort.

**Subfactor 3 - Transition Plan.** Assess the offeror's ability to successfully transition into the new contract and perform technical solutions to support the solicitation without impact to day-to-day information flow and operations.

**Element 1 – Transition Planning.** Evaluate the offeror's plan to efficiently and effectively take over the day-to-day operation of the JSC from the onset of the contract. Evaluate the offeror's plan to acquire trained and experienced staff and facilities and other matters necessary to take over full responsibilities and duties of the Electromagnetic Spectrum Engineering contractor.

**Element 2 - Impacts to JSC Minimized.** Evaluate the ability of the offeror to affect the transition of operations while maximizing information flow between the offeror and the Government and minimizing impact to JSC day-to-day operations.

**Subfactor 4 – Organizational Strategic Quality Assurance Plan.** Assess the offeror's plan to assure high quality products are delivered on time and within cost.

**Element 1 –** Evaluate the offeror's plan to assure performance goals are attained. Evaluate the offeror's plan to assure subcontractors adhere to cost, performance, schedule, and quality measures.

**Element 2 -** Evaluate the offeror's proposed performance metrics to ensure metrics adequately measure performance and product quality.

**Element 3 –** Evaluate the offeror's plan for continuous performance and/or business process improvement.



b. Cost and Price Factor.

(1) The offeror is required to submit all pricing data in the format indicated in Sections B and L of the solicitation. Offerors are required to submit their proposed rates for the entire 60-month period, as set forth in Section B of the solicitation. The evaluation period commences with the date of contract award and ends 60 months later. Contract months and evaluation months are assumed to be the same. (If FAR permits a ten year contract, the offeror will be required to submit proposal rates for the entire 120 month period.)

(2) Evaluate the proposed rates for the labor categories and other related costs for completeness and reasonableness. Determine the reasonableness of the overall price on the basis of adequate price competition and by comparison with the independent government cost estimate (IGCE).

(3) The Government may evaluate cost and price realism with regard to the ability of the offeror to meet requirements in terms of skills required, complexity of disciplines and job difficulty, if the Government deems such analysis necessary. Compare the offeror's cost and price proposal to the technical proposals to determine the offeror's (1) understanding of work to be performed and (2) capability and capacity to provide the required services and accomplish the required tasks. The Government may also assess the labor support information submitted pursuant to Section L. **XX**, Volume III - Cost and Price proposal, as part of any cost realism analysis conducted. Unrealistically low prices may indicate a lack of complete understanding of the requirements, a high-risk approach to performance, and or an inability to attract and maintain a high-quality workforce. The Government considers the findings of such analysis as an indicator of an offeror's ability to perform and the risk of its approach.

**APPENDIX B****EVALUATION PROCEDURES**

This appendix outlines the procedures that evaluators follow to ensure consistency and fairness in the source selection.

**1.0. SECURITY AND DOCUMENT CONTROL.**

**1.1. General.** Security and document control is critical to the source selection process. This section addresses security rules and procedures to be used by all personnel involved.

**1.2. Source Selection Information.** To ensure the integrity and successful completion of the source selection, all procurement sensitive information must be protected.

The FAR prohibits or restricts the disclosure of procurement sensitive information, trade secrets, other proprietary or confidential research, development, or commercial information that may be contained in the offeror's proposals. An exception exists when such release is in the best interest of the public and would not jeopardize the integrity or successful completion of the procurement.

The following individuals are authorized to approve release of source selection information when the solicitation has been released but before award:

For source selections -- the SSA.

When the release is prior to issuance of the solicitation -- the contracting officer.

**1.2.1. Source Selection Information Definition.** Includes any of the following information prepared for use by a federal agency for the purpose of evaluating a bid or proposal if that information has not been previously made available to the public or disclosed publicly:

Proposed costs or prices submitted in response to a federal agency solicitation, or lists of those proposed costs or prices.

Source selection plans.

Evaluations of proposals.

Competitive range determinations that identify proposals that have a reasonable chance of being selected for award.

Reports and evaluations of source selection panels, boards, or advisory councils.

Other information marked as Source Selection Information - See FAR sections 2.101 and 3.104. Based on a case-by-case determination by the Head of the Agency or designee, or the contracting officer that its disclosure would jeopardize the integrity or successful completion of the procurement to which the information relates.

Past performance information.

**HELPFUL HINTS FROM THE SEVEN STEPS TEAM:**

The evaluation criteria should state that the technical evaluation will be based upon the offeror's ability to meet the agency objectives.