

SOLICITATION, OFFER AND AWARD

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

RATING DO-A7

PAGE OF PAGES 1 38

2. CONTRACT NO. HG1047-07-D-0001
 3. SOLICITATION NO.
 4. TYPE OF SOLICITATION
 SEALED BID (IFB)
 NEGOTIATED (RFP)
 5. DATE ISSUED
 6. REQUISITION/PURCHASE NO. DJSR72001

7. ISSUED BY DISA CONTRACTS-NCH NATIONAL CAPITAL REGION 6111 LEESBURG PIKE SKYLINE 5 FALLS CHURCH VA 22041-3205
 CODE: HC1047
 8. ADDRESS OFFER TO (If other than Item 7) See Item 7
 CODE
 TEL:
 FAX:

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)
 CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME B. TELEPHONE (Include area code) (NO COLLECT CALLS) C. E-MAIL ADDRESS

11. TABLE OF CONTENTS

(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X A	SOLICITATION/CONTRACT FORM	1	X I	CONTRACT CLAUSES	33 - 37
X B	SUPPLIES OR SERVICES AND PRICES/COSTS	2 - 14	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X C	DESCRIPTION/SPECS/WORK STATEMENT	15 - 18	X J	LIST OF ATTACHMENTS	38
X D	PACKAGING AND MARKING	19	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	20	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X F	DELIVERIES OR PERFORMANCE	21 - 23		L	INSTRS. CONDS. AND NOTICES TO OFFERORS
X G	CONTRACT ADMINISTRATION DATA	24 - 25	M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS	26 - 32			

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.
 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

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

15A. NAME AND ADDRESS OF OFFEROR: ITT INDUSTRIES INC, FRANK PALLANTE, 12975 WORLDGATE DRIVE, HERNDON VA 20170-6008
 CODE: 91715 FACILITY:
 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO (Include area code) 86
 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE
 17. SIGNATURE
 18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT \$0.00 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(e) 41 U.S.C. 253(e)
 23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7) CODE: See Item 7
 25. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER, DFAS-CO-JWB GATEWAY DIMSION, P O BOX 182, COLUMBUS OH 43218-2251
 CODE: S1403A

27. UNITED STATES OF AMERICA 86
 28. AWARD DATE 17-Nov-2006

Section B - Supplies or Services and Prices

SPECIAL NOTE

Contract No. HC1047-07-D-0001 is an administrative change to Contract No. HC1047-05-C-4049, which was erroneously awarded with the letter "C" in position 9 of the basic procurement instrument identification (PII) number. As HC1047-05-C-4049 was awarded as an indefinite delivery contract, position 9 should have been the letter "D", per DFARS 204.7003 (a)(3)(iv). Due to the constraints of our contract writing system, a new contract vehicle must be administratively issued. Contract No. HC1047-07-D-0001 does not change any of the terms and conditions of contract HC1047-05-C-4049 (as modified through P00004) on 17 November 2006, with the exception of the elimination of CLINs 0001 AA Minimum Guaranteed Funding and CLIN 0001 AB Minimum Guaranteed Funding. Those two CLINs are no longer necessary as task orders with an aggregate total of more than \$2,000,000.00 are anticipated to be awarded no later than 1 December 2006. As of 17 November 2006, Contract No. HC1047-05-C-4049 is effectively replaced by Contract No. HC1047-07-D-0001. Solicitation HC1047-05-R-4009 was the basis for this award.

SUMMARY OF CLAUSE CHANGES

Upon further review by the Government of FAR and DFARS clause prescriptions and per the request of the Contractor on certain other clauses, the following clause additions and deletions have been incorporated in this contract:

Section E

Added 52.246-4
 Added 52.246-7

Section F

Added 52.242-15

Section I

Added 52.204-2
 Added 52.215-16
 Deleted 52.215-17
 Added 52.216-7
 Deleted 52.216-8 by reference as this is a duplication of its full text clause in this section
 Added 52.216-10
 Added 52.219-8
 Added 52.223-6
 Added 52.228-5
 Added 52.242-3
 Added 52.242-4
 Added 52.243-1 with Alt V
 Added 52.243-2 with Alt V
 Added 52.245-2
 Added 52.245-5
 Added 52.249-2
 Added 52.249-6
 Added 52.249-8
 Added 52.249-9
 Added 52.249-14
 Added 252.227-7015
 Added 252.227-7030
 Added 252.245-7001

LABOR RATES

Labor rates submitted by the successful offeror/awardee ITT Industries/AES in their proposal dated 6 July 2005, [REDACTED] are hereby ^{BY} incorporated into Section B of this contract.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Base Period - FFP Engineering FFP Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Firm Fixed Price arrangements as mutually agreed in individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: DJSPR7Z001	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Base Period - CPIF Engineering CPIF Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Cost Plus Incentive Fee arrangements as mutually agreed in individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: DJSPR7Z001	UNDEFINED		UNDEFINED	UNDEFINED
				TARGET COST	UNDEFINED
				TARGET FEE	UNDEFINED
				TOTAL TGT COST + FEE	UNDEFINED
				MINIMUM FEE	\$0.00
				MAXIMUM FEE	\$0.00
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	Option Year 1 - FFP Engineering FFP Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Firm Fixed Price arrangements as mutually agreed in individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: DJSPR7Z001	UNDEFINED		UNDEFINED	UNDEFINED

MAX NET AMT UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	Option Year 1 - CPIF Engineering CPIF	UNDEFINED		UNDEFINED	UNDEFINED

Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Cost Plus Incentive Fee arrangements as mutually agreed in individual task orders.

FOB: Destination

PURCHASE REQUEST NUMBER: DJSPR7Z001

TARGET COST	UNDEFINED
TARGET FEE	UNDEFINED
TOTAL TGT COST + FEE	<u>UNDEFINED</u>
MINIMUM FEE	\$0.00
MAXIMUM FEE	\$0.00
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Option Year 2 - FFP Engineering FFP Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Firm Fixed Price arrangements as mutually agreed in individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: DJSPR7Z001	UNDEFINED		UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	Option Year 2 - CPIF Engineering CPIF Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Cost Plus Incentive Fee arrangements as mutually agreed in individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: DJSPR7Z001	UNDEFINED		UNDEFINED	UNDEFINED

TARGET COST	UNDEFINED
TARGET FEE	UNDEFINED
TOTAL TGT COST + FEE	UNDEFINED
MINIMUM FEE	\$0.00
MAXIMUM FEE	\$0.00
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	Option Year 3 - FFP Engineering FFP Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Firm Fixed Price arrangements as mutually agreed in individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: DJSPR7Z001	UNDEFINED		UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	Option Year 3 - CPIF Engineering CPIF Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Cost Plus Incentive Fee arrangements as mutually agreed in individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: DJSPR7Z001	UNDEFINED		UNDEFINED	UNDEFINED

TARGET COST	UNDEFINED
TARGET FEE	UNDEFINED
TOTAL TGT COST + FEE	UNDEFINED
MINIMUM FEE	\$0.00
MAXIMUM FEE	\$0.00
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION	Option Year 4 - FFP Engineering FFP Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Firm Fixed Price arrangements as mutually agreed in individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: DJSPR77001	UNDEFINED		UNDEFINED	UNDEFINED

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	Option Year 4 - CPIF Engineering CPIF Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Cost Plus Incentive Fee arrangements as mutually agreed in individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: DJSPR7Z001	UNDEFINED		UNDEFINED	UNDEFINED
				TARGET COST	UNDEFINED
				TARGET FEE	UNDEFINED
				TOTAL TGT COST + FEE	UNDEFINED
				MINIMUM FEE	\$0.00
				MAXIMUM FEE	\$0.00
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011 OPTION	Option Year 5 - FFP Engineering FFP Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Firm Fixed Price arrangements as mutually agreed in individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: DJSPR7Z001	UNDEFINED		UNDEFINED	UNDEFINED

MAX NET AMT UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012 OPTION	Option Year 5 - CPIF Engineering CPIF	UNDEFINED		UNDEFINED	UNDEFINED

Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Cost Plus Incentive Fee arrangements as mutually agreed in individual task orders.

FOB: Destination

PURCHASE REQUEST NUMBER: DJSR7Z001

TARGET COST	UNDEFINED
TARGET FEE	UNDEFINED
TOTAL TGT COST + FEE	<u>UNDEFINED</u>
MINIMUM FEE	\$0.00
MAXIMUM FEE	\$0.00
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013 OPTION	Option Year 6 - FFP Engineering FFP Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Firm Fixed Price arrangements as mutually agreed in individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: DJSPR7Z001	UNDEFINED		UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014 OPTION	Option Year 6 - CPIF Engineering CPIF Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Cost Plus Incentive Fee arrangements as mutually agreed in individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: DJSPR7Z001	UNDEFINED		UNDEFINED	UNDEFINED

TARGET COST	UNDEFINED
TARGET FEE	UNDEFINED
TOTAL TGT COST + FEE	UNDEFINED
MINIMUM FEE	\$0.00
MAXIMUM FEE	\$0.00
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015 OPTION	Option Year 7 - FFP Engineering FFP Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Firm Fixed Price arrangements as mutually agreed in individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: DJSPR7Z001	UNDEFINED		UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016 OPTION	Option Year 7 - CPIF Engineering CPIF Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Statement of Objectives. The contractor's proposal dated 25 April 2005, as amended in the final revised proposal dated 06 July 2005, is incorporated by reference. Cost Plus Incentive Fee arrangements as mutually agreed in individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: DJSPR7Z001	UNDEFINED		UNDEFINED	UNDEFINED

TARGET COST	UNDEFINED
TARGET FEE	UNDEFINED
TOTAL TGT COST + FEE	UNDEFINED
MINIMUM FEE	\$0.00
MAXIMUM FEE	\$0.00
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

CONTRACT MIN/MAX QUANTITY

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 \$2,000,000.00	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$545,000,000.00
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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 (*NOTE – Base period below reflects is less than three years due to previous performance under erroneous contract number HC1047-05-C-4049) and seven (7) one-year option periods. The period of performance, including all options is as follows:

Base period, 17 November 2006 to 21 September 2009 (* See NOTE in above paragraph)
Option period 1, 22 September 2009 to 21 September 2010
Option period 2, 22 September 2010 to 21 September 2011
Option period 3, 22 September 2011 to 21 September 2012
Option period 4, 22 September 2012 to 21 September 2013
Option period 5, 22 September 2013 to 21 September 2014
Option period 6, 22 September 2014 to 21 September 2015
Option period 7, 22 September 2015 to 21 September 2016

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 \$2,000,000.00. The amount of all orders shall not exceed \$545,000,000.00. 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 (FAR 16.202), the contractor shall propose a total firm fixed price and include incentives and disincentives. In the performance of task orders designated as CPIF (FAR 16.405-1), the contractor shall propose a Target Cost, Target Fee, Minimum Fee, Maximum Fee.

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.

Section C - Descriptions and Specifications

STATEMENT OF OBJECTIVES

Joint Spectrum Center

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 (EMS) 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 ten year duration is \$662 M.

4.0 PERIOD OF PERFORMANCE

The contract will be awarded for a base period of three years. Based on contractor performance, seven one-year options may be granted.

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, document storage, and access to a measurement lab. 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 CDRLs 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 chose 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

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
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
0001	POP 17-NOV-2006 TO 21-SEP-2009	N/A	DISA/JSC <i>86</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>86</i> FOB: Destination	H98294
0002	POP 17-NOV-2006 TO 21-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H98294
0003	POP 22-SEP-2009 TO 21-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H98294
0004	POP 22-SEP-2009 TO 21-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H98294
0005	POP 22-SEP-2010 TO 21-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H98294
0006	POP 22-SEP-2010 TO 21-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H98294
0007	POP 22-SEP-2011 TO 21-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H98294
0008	POP 22-SEP-2011 TO 21-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H98294
0009	POP 22-SEP-2012 TO 21-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H98294
0010	POP 22-SEP-2012 TO 21-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H98294
0011	POP 22-SEP-2013 TO 21-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H98294
0012	POP 22-SEP-2013 TO 21-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H98294
0013	POP 22-SEP-2014 TO 21-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H98294

0014	POP 22-SEP-2014 TO 21-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H98294
0015	POP 22-SEP-2015 TO 21-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H98294
0016	POP 22-SEP-2015 TO 21-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H98294

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989
 52.247-55 F.O.B. Point For Delivery Of Government-Furnished Property JUN 2003

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 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.
- c. Option 3 performance period is twelve months following Option Period 2.
- d. Option 4 performance period is twelve months following Option Period 3.
- e. Option 5 performance period is twelve months following Option Period 4.
- f. Option 6 performance period is twelve months following Option Period 5.
- g. Option 7 performance period is twelve months following Option Period 6.

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 Statement of Objectives and in the Contract Data Requirements Lists (CDRL), DD Form 1423.

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:

See "SHIP TO ADDRESS" in Section F – Deliveries or Performance

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
(LAW 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
Reston Branch Office
171 Elden Street, Suite 300
Herndon, VA 20170

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 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 HC1047-07-D-0001, 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.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the information therefrom. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the contracting officer to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

(Signature of Contractor Employee)

Date

(Contractor)

(Telephone No.)

B. Signed Agreements.

1. The Contractor further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. As part of this agreement, the Contractor will inform all parties of its agreement to allow certain Government designated contractors access to all data as described in paragraph (c) below. One copy of each signed agreement shall be forwarded to the KO. These shall be signed prior to work commencing.

2. In addition the Contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of task orders issued under this contract. The contractor shall discuss and attempt to resolve any problems between the Contractor and those contractors designated by the Government. The Contracting Officer shall be notified in writing of any disagreement (s) which has (have) not been resolved in a timely manner. Furnish the Contracting Officer copies of communications between the Contractor and associate contractor(s) relative to contract performance. Further, the close interchange with between contractor(s) may require access to or release of proprietary data. In such an event, the Contractor shall enter into agreement(s) with the Government designated Contractor (s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Contracting Officer.

C. Government Designated Contractors. The Contractor agrees to allow the below listed Government-designated support contractors, possessing appropriate nondisclosure agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the KO.

List designated contractors:

All Government-designated contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the contractor, and the nondisclosure agreements shall be signed before work commences.

D. Remedy for Breach. The Contractor agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-6. Nothing in this clause or contract shall be construed to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information by this contractor or its subcontractors.

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.

52.215-9114 **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 INSTRUCTIONS

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:	
Contract Specialist:	BC
Contracting Officer's Representative,	
Invoice/Acceptance Officer:	BC
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 *BC*
Phone Number: *BC*
E-Mail Address: *BC*
Ship To DoDAAC: H98294

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.cb.mil>

Vendor Guide and Links to Registration and Training: <http://www.disa.mil/acq/wawf/index.html>

WAWF Help Desk:

DISA WESTHEM
Area Command Ogden
Customer Service Center
CONUS ONLY 1-866-618-5988
COMMERCIAL: 801-605-7095
DSN: 388-7095
FAX COMMERCIAL: 801-605-7453
FAX DSN: 388-7453
cscassig@ogden.disa.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:

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.

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

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.

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.

Invoice/Acceptance Officer must comply with the following instructions:

The Invoice/Acceptance Officer must call the contractor to acknowledge receipt of the Request for Delivery form.

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.

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

52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-10	Incentive Fee	MAR 1997
52.216-21	Requirements	OCT 1995
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.217-7	Option For Increased Quantity--Separately Priced Line Item	MAR 1989
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	SEP 2005
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
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	SEP 2006
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	SEP 2006
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

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
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.230-2	Cost Accounting Standards	APR 1998
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-2 All V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7003	Item Identification and Valuation	JUN 2005
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	JUN 2005

252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7021	Trade Agreements	OCT 2006
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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 14 November 2006 through 21 September 2009 and designated option periods if exercised.

(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)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$15,000,000.00;

(2) Any order for a combination of items in excess of \$35,000,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within three (3) months of the contract end date.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the basic period or any awarded option period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

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