

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1	of 84	Pages
2. Contract Number		3. Solicitation Number W56HZV-13-R-0179		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued	
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ASG-A WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	8. Address Offer To (If Other Than Item 7)				
6. Requisition/Purchase Number SEE SCHEDULE							

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 04:30am (hour) local time 2013JUN21 (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	A. Name DAWN WRIGHT	B. Telephone (No Collect Calls)			C. E-mail Address DAWN.E.WRIGHT@US.ARMY.MIL
Call:		Area Code (586)	Number 282-8121	Ext.	

11. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
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15B. Telephone Number	15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code Number Ext.	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation
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22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
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26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DAWN WRIGHT
 Buyer Office Symbol/Telephone Number: CCTA-ASG-A/(586)282-8121
 Type of Contract: Firm Fixed Price
 Kind of Contract: Research and Development Contracts

*** End of Narrative A0000 ***

EXECUTIVE SUMMARY: Interoperable Software Voice Client

This Executive Summary is provided as an overview of important and relevant features of this solicitation. The Government has made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation; however, if a conflict exists between this Executive Summary and the provisions of the solicitation, the provisions of the solicitation take precedence.

A.1 General Overview

The U.S. Army Contracting Command Warren, along with the Director, System of Systems Engineering & Integration (D, SoSE&I), is soliciting for a single participant to provide an Interoperable Software Voice Client and non-personal engineering field service support for the Network Integration Evaluation (NIE) 14.2. Through what is termed the Agile Process, the Army conducts NIE exercises by bringing together the materiel, test, and user communities in both laboratory and field environments, to evaluate technologies for potential use by the military and their readiness for acquisition and fielding in a designated Capability Set.

A.2 Agile Process

The Army is transforming its current acquisition methods through the Agile Process. The objective of the Agile Process is to improve efficiency and effectiveness, to reduce the amount of time and resources necessary to respond to rapid changes in Soldier requirements, to focus primarily on meeting identified and prioritized technology gaps and to integrate emerging technologies through industry and Army collaboration. The NIE exercise, as part of the Agile Process, will allow industry and Army to work together to maximize efficiency and improve the way technologies are tested and delivered to soldiers by identifying, evaluating, and fielding Army network and non-network solutions.

The Agile Process is made up of seven acquisition and technical phases that continuously identify capability gaps and requirements and candidate capability solutions. The phases include the screening assessment and selection of solutions to be tested, assessed, and evaluated; Laboratory Based Risk Reduction (LBRR) testing at Aberdeen Proving Ground (APG), MD; integration evaluation with a field environment testing at Ft. Bliss, TX and White Sands Missile Range (WSMR), NM; and an acquisition and fielding decision at the conclusion of the NIE event.

A.3 Network Integration Evaluation (NIE)

The NIE is a series of semi-annual Army-sponsored events at which a set of tests and evaluations are performed, primarily at Ft. Bliss, TX/WSMR, NM, on network and non-network systems. During NIE, soldiers perform field environment evaluations of network, hardware and software, and communications and mission command to assess emerging Army programs and technology capabilities. The intent of NIE is to conduct operational test of Programs of Record (PORs), as well as to assess potential developmental and emerging networked capabilities to fill identified Army technical capability gaps, to include possible integration with POR equipment. NIE participation involves both integration and troubleshooting in a risk-reduction laboratory (referred to as LBRR) at APG, MD and NIE field activities conducted at Ft. Bliss, Texas and WSMR, NM. An NIE cycle is approximately six months, during which participants must maintain a set level of product and support at both the LBRR and the NIE activities. The purpose of this solicitation, and any resulting contract, is to use the LBRR/NIE to assess mature products that meet threshold technical criteria to potentially fill technical capability gaps in the Army's network. Products will be integrated into the network architecture and then tested in an integrated operational environment to determine whether products perform as needed, conform to the network architecture, and are interoperable with existing Army systems.

A.4 Acquisition and Contracting Approach

Within the Agile Process timeline are three primary acquisition and contracting decision points. These contracting decisions are made based on applying selection criteria provided in Section M of the solicitation, and evaluating the proposal information submitted by the offeror per Section L. Evaluations will be conducted using a two stage approach. For Stage 1, this solicitation asks the offeror to submit information about its Interoperable Software Voice Client and technical support services, to include prices.

The first contracting decision will be based on offeror responses to Acceptable/Not Acceptable technical criteria, and all responses must be supported by documentation provided by the offeror at time of proposal submission (see Section L.3.3.1.2. and M.4.3.1). All responses must be rated Acceptable to be determined Technically Acceptable. All offerors determined to be Technically Acceptable will then be invited to participate in Stage 2 of the evaluation.

Name of Offeror or Contractor:

For Stage 2, this solicitation asks the Technically Acceptable offerors to submit their Interoperable Software Voice Client software, licenses, and on-site technical support services to a laboratory in APG, MD. During Stage 2, the Army will conduct Black Box testing (see Sections L.3.2.5 and M.4.3.2). Note that offerors will not receive any remuneration for participation at the APG Black Box testing. Also note the term offerors is used in this context because no contract award will have been made during this process. It will not be until the second contracting decision (paragraph that follows) that an offeror may be awarded a contract; therefore, the terminology then switches to contractor for purposes of clarification.

The second contracting decision will be based on the validation and verification of Interoperable Software Voice Client capability from the APG Black Box testing, plus an evaluation of proposed prices for purchasing additional Interoperable Software Voice Clients and Field Service Representative (FSR) labor support for use at the LBRR and NIE test sites. The total price to be evaluated will also include prices for additional Interoperable Software Voice Clients and software maintenance for future NIE exercises or initial production. This contracting decision, based on a Lowest Price Technically Acceptable (LPTA) selection approach, will result in the award of one Firm Fixed Price (FFP) contract. Award of the contract results in the contractors performance at LBRR and NIE 14.2 testing per Section C, Statement of Work (SoW), Paragraph C.3.

The third contracting decision will be to exercise the priced option(s) for Interoperable Voice Software Client and software maintenance for future NIE exercises, initial production, or fielding purposes. The decision to exercise the priced option(s) will be a post-NIE decision.

A.5 No Discussions Anticipated

The Government intends to award a contract without holding discussions with Offerors. Thus, each Offeror must be careful to include any and all information requested in the solicitation at time of submittal to avoid being determined non-responsive to this solicitation. However, the Government reserves the right to hold discussions should it deem them to be in its best interest.

A.6 Proposal Submission

Offerors must submit electronic copies of their proposal in accordance with (IAW) Clause 52.204-4016, TACOM-Warren Electronic Contracting and use the Army Single Face to Industry (ASFI) Bid Response System (BRS) website. The proposal should be accompanied by an electronic cover letter (Letter of Transmittal) which identifies all enclosures being transmitted in the message. Extreme care and attention shall be given to ensure that all required items are included in the proposal. Include all supplemental documentation such as any collateral material (i.e. brochures and catalogs), in the English language, in the ASFI BRS upload. The Government reserves the right to reject any offers submitted that contain exceptions per Section M, Paragraph M.2, of the solicitation. Offerors are requested to carefully review the Proposal Submission Requirements in Section L and Evaluation Criteria in Section M for an understanding of what to submit and how it will be evaluated.

A.7 Responsibility

In order for the U.S. Government to determine that the Offerors are responsible and competent to perform on the contract, Offerors will have to ensure that they are in compliance with the standards listed in FAR 9.104. The U.S. Government may obtain certain information by exercising rights under FAR 9.105. Furthermore, Offerors must be registered in System for Award Management (SAM) prior to award.

A.8 Standards of Conduct on Improper Business Practices

Corruption or any other improper business practices related to this solicitation and any resulting contract will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include providing or offering bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontracts, and any other agents acting under the contract awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of any resultant contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR, DFARS, AFARS clauses incorporated into this solicitation and any resultant contract.

A.9 Required Notice to Subcontractors

If awarded a FFP contract as a result of this solicitation, you must advise all potential suppliers and subcontractors of the DO/DX Rating assigned to the orders resulting from your subcontracts. The rating can be found next to Block 1 on the first line of the Standard Form 33.

A.10 Data Item Descriptions

The data item descriptions referenced within the Contract Data Requirements List (CDRL) at Section J of this solicitation, may be located at the following web site: [://quicksearch.dla.mil/](http://quicksearch.dla.mil/)

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Name of Offeror or Contractor:

A.11 Section H, Special Provisions

Be aware of the Special Provisions in Section H of this solicitation, and any resultant contract, regarding the loan of product during the initial participation at NIE 14.2, the exercise of options beyond the initial contract award, and submission of a Small Business Subcontracting Plan, if applicable.

A.12 Section L, Proposal Preparation, Format and Quality Instructions, and Section M, Basis for Award

Section L of this solicitation provides information and instructions for Offerors to prepare their proposals. Section M describes how Offerors proposals will be evaluated for possible award. Sections L and M will not become a part of any resultant contract award. It is important to understand the distinction between the solicitation, proposal preparation, evaluation, and award process for the contract (see Section H) beyond what is listed in Section L. Sections L and M herein are for use strictly to solicit and evaluate proposals for the basic FFP contract. Section L also includes the clause which describes how proposals are submitted through the ASFI BRS website.

A.13 Acknowledgement of Amendments

Offerors shall acknowledge all amendments to this solicitation and submit each amendment, signed, with its proposal. Acknowledgement of all issued amendments is important because failure to do so may render the Offerors proposal nonresponsive and ineligible for award.

A.14 Notice of Fill-Ins

Please note that this solicitation contains several provisions which require the Offeror to complete a fill-in or representation. If the Offeror does not complete these fill-ins, the Offerors proposal may be determined incomplete and ineligible for award. Offerors must fill in all applicable information in Attachments 001, 002, 003 and 006.

A.15 Questions Regarding the Solicitation

All questions regarding this solicitation shall be submitted in writing via e-mail to Dawn Wright at <mailto:dawn.e.wright.civ@mail.mil>. No phone calls will be accepted. There are no exceptions. The solicitation and all information regarding this Interoperable Software Voice Client procurement will be posted on the Army Contracting Command-Warren (ACC-WRN) Procurement Network website at:

<https://contracting.tacom.army.mil/research/niecycle/niecycle.htm>

Answers to questions submitted by Offerors will be posted to this website as soon as they become available. It is the responsibility of the Offerors to check this website daily for any changes and/or amendments to the solicitation.

*** END OF NARRATIVE A0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-4016	WARREN ELECTRONIC CONTRACTING	MAR/2013

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at www.sam.gov (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

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Name of Offeror or Contractor:

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:
https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr= W56HZV-13-R-0179

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at https://acquisition.army.mil/asfi/BRS_guide.doc.

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

A-2 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON APR/2011

Information regarding the Ombudsperson for this contract is located at the following website:
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

A-3 52.214-4000 ACKNOWLEDGMENT OF AMENDMENTS OCT/1993

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																
0001	NIE AND LBRR BASIC AWARD																
0001AA	<p><u>NIE AND LBRR PARTICIPATION</u></p> <p>GENERIC NAME DESCRIPTION: NIE AND LBRR BASIC AWARD</p> <p>CLIN 0001AA is a predetermined fixed price amount of \$350,000.00 and is not negotiable.</p> <p>The contractor shall furnish all services and supplies to accomplish the task(s) specified in Section C, Scope of Work, Paragraphs C.3.1 - C.3.4.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DAYS AFTER AWARD</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>0215</td> </tr> </tbody> </table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0215	1	LO		\$ _____						
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>															
001	1	0215															
0002	NIE IVSC OPTION																
0002AA	<p><u>UNEXERCISED OPTION-NIE INTEROPERABLE VOICE SW CLIENT (IVSC)</u></p> <p>GENERIC NAME DESCRIPTION: NIE IVSC OPTION</p> <p>A lot consists of:</p> <table border="0"> <thead> <tr> <th><u>Item</u></th> <th><u>Quantity</u></th> </tr> </thead> <tbody> <tr> <td>Voice Client</td> <td>300</td> </tr> <tr> <td>Power User Client</td> <td>9</td> </tr> <tr> <td>Talk Groups</td> <td>57</td> </tr> <tr> <td>Talk Group Recordings</td> <td>57</td> </tr> <tr> <td>Dial-In Talk Group Access</td> <td>111</td> </tr> </tbody> </table> <p>The contractor shall furnish all services and supplies to accomplish the task(s) specified in Section C, Scope of Work, Paragraph C.4.1.</p> <p>(End of narrative B001)</p>	<u>Item</u>	<u>Quantity</u>	Voice Client	300	Power User Client	9	Talk Groups	57	Talk Group Recordings	57	Dial-In Talk Group Access	111	1	LO		\$ _____
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001	1	0215															
0003	SW MAINTENANCE - NIE OPTION																
0003AA	<p><u>UNEXERCISED OPTION - SOFTWARE MAINTENANCE - NIE</u></p> <p>GENERIC NAME DESCRIPTION: SW MAINTENANCE - NIE OPTION</p> <p>The contractor shall furnish all services and supplies to accomplish the task(s) specified in Section C, Scope of Work, Paragraph C.4.5.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____												
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001	1	0215															
0004	LBRR IVSC OPTION																
0004AA	<p><u>UNEXERCISED OPTION - LBRR IVSC</u></p> <p>GENERIC NAME DESCRIPTION: LBRR IVSC OPTION</p> <p>A lot consists of:</p> <table border="1"> <thead> <tr> <th>Item</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>Voice Client</td> <td>24</td> </tr> <tr> <td>Power User Client</td> <td>3</td> </tr> <tr> <td>Talk Groups</td> <td>13</td> </tr> <tr> <td>Talk Group Recordings</td> <td>13</td> </tr> <tr> <td>Dial-In Talk Group Access</td> <td>16</td> </tr> </tbody> </table> <p>The contractor shall furnish all services and supplies to accomplish the tasks specified in Section C, Scope of Work, Paragraph C.4.2.</p>	Item	Quantity	Voice Client	24	Power User Client	3	Talk Groups	13	Talk Group Recordings	13	Dial-In Talk Group Access	16	1	LO		\$ _____
Item	Quantity																
Voice Client	24																
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	(End of narrative B001)				
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0005	SW MAINTENANCE - LBRR OPTION				
0005AA	<p><u>UNEXERCISED OPTION - SOFTWARE MAINTENANCE - LBRR</u></p> <p>GENERIC NAME DESCRIPTION: SW MAINTENANCE - LBRR OPTION</p> <p>The contractor shall furnish all services and supplies to accomplish the task(s) specified in Section C, Scope of Work, Paragraph C.4.5.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____
	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0215</p>				
0006	NIE & LBRR FSR SUPPORT OPTION				
0006AA	<p><u>UNEXERCISED OPTION - NIE AND LBRR FSR SUPPORT</u></p> <p>GENERIC NAME DESCRIPTION: NIE & LBRR FSR SUPPORT OPTION</p> <p>The contractor shall furnish all services to accomplish the task(s) specified in Section C, Scope of Work, Paragraph C.4.3.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____

Name of Offeror or Contractor:

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0010AC	<p><u>UNEXERCISED OPTION - SECOND YR SW MAINT - PRODUCTION - BCT 3</u></p> <p>BRIGADE COMBAT TEAM (BCT) 3</p> <p>A lot consists of:</p> <table border="0"> <tr> <td><u>Item</u></td> <td style="text-align: right;"><u>Quantity</u></td> </tr> <tr> <td>Voice Client</td> <td style="text-align: right;">500</td> </tr> <tr> <td>Power User Client</td> <td style="text-align: right;">9</td> </tr> <tr> <td>Talk Groups</td> <td style="text-align: right;">66</td> </tr> <tr> <td>Talk Group Recordings</td> <td style="text-align: right;">66</td> </tr> <tr> <td>Dial-In Talk Group Access</td> <td style="text-align: right;">120</td> </tr> </table> <p>The contractor shall furnish all services and supplies to accomplish the task(s) specified in Section C, Scope of Work, Paragraph C.4.5.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td style="text-align: center;"><u>QUANTITY</u></td> <td style="text-align: center;"><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td style="text-align: center;">1</td> <td style="text-align: center;">0945</td> </tr> </table>	<u>Item</u>	<u>Quantity</u>	Voice Client	500	Power User Client	9	Talk Groups	66	Talk Group Recordings	66	Dial-In Talk Group Access	120	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0945	1	LO		\$ _____
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0012	<p>The contractor shall provide the information required per contract clause 52.237-4000, entitled "Contractor Manpower Reporting" and Section C.12 of the Statement of Work.</p> <p>**Not Separately Priced**</p> <p>(End of narrative B001)</p> <p><u>CONTRACTOR MANPOWER REPORTING - OPTION YEAR 1</u></p>				
0013	<p>The contractor shall provide the information required per contract clause 52.237-4000, entitled "Contractor Manpower Reporting" and Section C.12 of the Statement of Work.</p> <p>**Not Separately Priced**</p> <p>(End of narrative B001)</p> <p><u>CONTRACTOR MANPOWER REPORTING - OPTION YEAR 2</u></p>				
0014	<p>The contractor shall provide the information required per contract clause 52.237-4000, entitled "Contractor Manpower Reporting" and Section C.12 of the Statement of Work.</p> <p>**Not Separately Priced**</p> <p>(End of narrative B001)</p> <p><u>CONTRACT DATA REQUIREMENTS LIST (CDRL) - TSP</u></p> <p>The contractor shall furnish Technical Data as set forth in the Contract Data Requirements List (CDRL) DD Form 1423, hereinafter referred to as Exhibit B.</p> <p>**Not Separately Priced**</p> <p>(End of narrative B001)</p>				

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0015	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRL) - COTS MANUAL</u></p> <p>The contractor shall furnish Technical Data as set forth in the Contract Data Requirements List (CDRL) DD Form 1423, hereinafter referred to as Exhibit B.</p> <p>**Not Separately Priced**</p> <p>(End of narrative B001)</p>				
0016	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRL) - NET</u></p> <p>The contractor shall furnish Technical Data as set forth in the Contract Data Requirements List (CDRL) DD Form 1423, hereinafter referred to as Exhibit B.</p> <p>**Not Separately Priced**</p> <p>(End of narrative B001)</p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE Interoperable Software Voice Client

C.1.1 This Statement Of Work (SOW) is for the use of and support of Interoperable Software Voice Client during Phases III, IV, V, and VI of the Network Integration Evaluation (NIE), as identified in C.1.2. The contractor shall provide all personnel, equipment, supplies and materials needed to accomplish the work under this SOW. The Army will provide or make available the appropriate documents, publications, correspondence and points of contact necessary for the contractor to execute this contract, as applicable. All Government-furnished documents, publications, and equipment shall be returned to the Contracting Officers Representative (COR) at the final completion of this scope. Government-furnished material will be provided when deemed necessary by the Army.

The Interoperable Software Voice Client is a tactical unified communications software application that can be installed on hundreds of user workstations throughout all echelons of the Brigade Combat Team (BCT). It is designed to integrate onto vehicle platforms such as the Warfighter Information Network-Tactical Increment 2 (WIN-T Inc 2) Point of Presence and the Soldier Network Extension and reside on user workstations in fixed Tactical Operations Centers. It bridges the gap between disparate voice technologies in a BCT by combining radio, telephony and software voice client users into logical talk groups. It allows a user to monitor a minimum of 20 talk groups simultaneously, and allows the BCT to establish individual talk groups with as many as 500 participants. The software is designed to operate over a range of military network paths, such as high-capacity line-of-site and satellite communications found in WIN-T Increment 2, allowing talk groups to form throughout the Brigade. The objective for the RFP solution is to provide a robust capability that allows the Brigade to achieve intelligible, interoperable voice communications while minimizing bandwidth usage over the tactical network. From here forward, the Interoperable Software Voice Client will be identified as the product or Voice Client.

C.1.2 The SOW describes the effort to be performed by the contractor in support of the Directorate, System of Systems Engineering and Integration (D SoSE&I). The contractor shall provide its software solution, for interoperable communications amongst disparate voice technologies in the tactical environment and non-personal engineering/field service support for the NIE. The software shall enable persistent two-way Push-to-Talk (PTT) communications among disparate voice technologies including Internet Protocol (IP) and analog telephony, PTT radio systems and intercom systems. The software shall scale to support interoperability at all echelons for mission support. The purpose of the NIE is to assess candidate products as viable solutions to an identified Army gap. NIE is an Army hosted six week event conducted twice a year. NIE employs the full brigade strength of a Brigade Combat Team (BCT) at Fort Bliss, Texas (FBTX) and White Sands Missile Range (WSMR), New Mexico. The primary goal of NIE is to conduct parallel system tests of Army programs, with a secondary goal of evaluating capabilities of the current, theater provided and emerging networks. NIE assesses technically mature networked and non-networked capabilities. The NIE events include tactical exercises using current force equipment and emerging networked systems.

There are seven Phases in the NIE process (this SOW applies to four Phases - III, IV, V and VI):

- Phase 0 Define Gaps and Near Term Requirements
- Phase I Solicit Potential Solutions
- Phase II Candidate Assessment

Phase III Evaluation Preparation - Conducted at Aberdeen Proving Ground (APG), MD

- Laboratory Based Risk Reduction (LBRR) for the integrated network will be performed during this Phase. The following will be verified during LBRR: maturity; functional requirements, technical requirements, compatibility with system baseline; that the product meets interfaces and interoperability requirements; that the product is supportable exhibiting availability and maintainability; and that the product is trainable.

- NOTE Phase III does not conclude at the start of Phase IV. Phase III continues through Phase V for troubleshooting purposes.

Phase IV Integrated Rehearsal - Conducted at the FBTX/WSMR complex

- Golden Vehicle Design and Build is a unique design required to integrate a specific Command & Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) suite into a fleet of vehicles. This is the master C4ISR design that encompasses each specific C4ISR system required and can be used as well for a sub-set of the specific C4ISR systems required. The Golden Vehicle is also the first physical integration of the unique master designs at FBTX.

- Fleet Build Build and integration of remaining vehicles after Golden Vehicle Design and Build is completed at FBTX.

- New Equipment Training (NET) - Instruct soldiers on configuration and operation of products to be used in NIE.

- Validation Exercise (VALEX) validates the network configuration and connectivity in which the contractor configures its products for operation as part of the NIE network to ensure communications equipment is operational and integrated. The Government validates that the network composed of system of systems (systems are a group of interacting, interrelated, or interdependent elements forming a complex whole) is integrated and stable at FBTX/WSMR. VALEX tests key functional threads and performs communication checks prior to

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transitioning equipment to the Brigade for operation and maintenance.

- Communications Exercise (COMMEX) and Field Exercise (FIELDEX) are events in which D, SoSE&I hands over the Network to the Brigade to carry mission threads, evaluate the network in relevant environment at WSMR, and validate new capabilities. A trial run is conducted, prior to the event itself, to verify connectivity of the equipment which will be used during the exercise.

Phase V Integrated Evaluation - Conducted at WSMR, NM

- Pilot and Exercise - The integration team with Army Test and Evaluation Command (ATEC) validates and performs the test procedures, test data collection, and data reduction procedures for the evaluation of the network systems in a relevant environment to determine if the product delivers the gap capability.

Phase VI Network Implementation Plan - Conducted at FBTX

- Recovery - Upon completion of Phase V, products are removed from their host platforms and the platforms are returned to their pre-NIE configuration

- There are more areas to the Network Implementation Plan; however, the only portion of the Network Implementation Plan that applies to this acquisition is the Recovery portion.

C.2 APPLICABLE DOCUMENTS

C.2.1 Department of Defense. Specifications, Standards and Handbooks. The following specifications, standards, and handbooks form a part of this SOW to the extent specified herein.

Specification Exhibit A, Interoperable Software Voice Client
Product Specification, Version 29; May 2013

C.3 REQUIREMENTS

The contractor shall install, configure, troubleshoot, conduct training for, maintain, and subsequently uninstall licensed copies of the Voice Client software and, if applicable, licensed copies of the server software for evaluation during LBRR and the NIE. The contractor shall provide product field support throughout the NIE, Agile Phases III, IV, V and VI (as described in 1.2). The contractor shall provide product field support to install its product in the NIE lab and the NIE architecture, configure its software to operate within the NIE architecture, test the configured product to ensure product and network integrity, and train Brigade users and administrators on the product. Exhibit A, Interoperable Software Voice Client Product Specification, defines the required threshold performance capabilities. The contractor shall provide field support for network and thread integration during the LBRR (Phase III) which is conducted at APG, MD, and for the Golden Vehicle Design and Fleet Build, NET, VALEX, COMMEX, FIELDEX, NIE, and Recovery segments (Phases IV, V and VI) conducted at the FBTX/WSMR, NM complex.

If the Voice Client software hampers the ability to conduct NIE at any stage of the NIE process, and the contractor cannot identify and implement a configuration fix within 24 hours, the Government reserves the right to have the product removed from further participation in NIE (Phases IV, V and VI). In the event of such Government decision, the contractor shall remove or disable its products from/on the host platforms immediately and then verify and certify to the Government that all of its software has been removed or disabled. If the contractor's product is initially disabled but not removed, the contractor shall remove its products from the host platforms during Phase VI Recovery and then verify and certify to the Government that all of its software has been removed.

C.3.1 Software: The contractor shall provide, pursuant to Section H.2, Loan of Software Product for NIE 14.2, the requisite software licenses for the Army Lab Based Risk Reduction (LBRR) and Network Integration Evaluation (NIE) efforts. Software shall comply with Exhibit A, Interoperable Software Voice Client Product Specification. For purposes of this contract, User Interfaces is hereby defined as desktop or laptop work stations or virtual server partition.

C.3.1.1 LBRR: The contractor shall provide the Voice Client software and associated licenses to APG, MD, in accordance with (IAW) Sections D and F of the contract. The LBRR configuration shall provide the Voice Client capability to 27 user interfaces, of which three user interfaces shall have Power User capabilities IAW Exhibit A, Interoperable Software Voice Client Product Specification, paragraph 3.2. The LBRR configuration shall support dial-in talk group access from 16 Voice Over Internet Protocol (VOIP) telephones and 13 simultaneous talk groups with the ability to simultaneously record all talk groups. Server software supporting the LBRR configuration (if required) shall support three physical server locations.

C.3.1.2 NIE: The contractor shall provide the Voice Client software and associated licenses to FBTX IAW Sections D and F of the contract. The NIE configuration shall provide the Voice Client capability to 309 user interfaces, of which nine user interfaces shall have Power User capabilities IAW Exhibit A, Interoperable Software Voice Client Product Specification, paragraph 3.2. The NIE configuration shall support dial-in talk group access from 111 VOIP telephones and 57 simultaneous talk groups with the ability to simultaneously record all talk groups. Server software supporting the NIE configuration (if required) shall support nine physical

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server locations.

Phase III Evaluation Preparation

C.3.2 Technical Field Support

C.3.2.1 LBRR - The contractor shall provide no more than two Field Service Representatives (FSRs), on-site at APG, MD for a two week period, working one shift, 40 hour work weeks, to support LBRR lab integration. Thereafter, the contractor shall provide, remotely, on-call FSR support for LBRR lab integration. The total hours for onsite and on-call FSR support are not expected to exceed 200 hours. As part of integration, the contractor shall assist the Government in the configuration and loading of its product. The contractor shall advise the Government on its product interface requirements. The contractor shall configure its product to integrate with the lab network. The contractor shall troubleshoot any anomalies in its product performance and adjust configuration. The contractor shall assist the Government in troubleshooting overall network issues through adjustment of its product configuration. The contractor shall instruct Government lab technicians on product set-up, operation, and maintenance. The LBRR network will be the same network used to perform source selection laboratory assessments; therefore, it is anticipated that the product will require little reconfiguration to support LBRR.

Phase IV Integrated Rehearsal

C.3.2.2 Golden Vehicle Design and Build - The contractor shall provide one FSR on-site at FBTX during Golden Vehicle Design and Build IAW the schedule in Section F. Contractor support shall consist of a single shift, 40 hours per work week, for technical and integration services for Government development of the Golden Vehicle design(s). The FSR shall provide Voice Client expertise to the Government in its development of the Golden Vehicle design, specifically technical input into the integration of the Voice Client onto Government-designated platforms/devices. The contractor shall support safety release efforts to prove that the Voice Client does not interfere with other on-board software systems or applications. The contractor shall identify data transfer protocols, assess and identify the needed software interfaces, configure and load troubleshoot software on the Government designated NIE devices, and troubleshoot network connectivity issues.

C.3.2.3 Fleet Build - The contractor shall provide one FSR on-site at FBTX during Fleet Build IAW the schedule in Section F. Contractor support shall consist of a single shift, 40 hours per work week for the duration of Fleet Build. During Fleet Build, the contractor shall load software on to the remaining NIE devices designated by the Government to receive the Voice Client; to include vehicles in the Brigade Tactical Operations Center (TOC), Battalion TOC, Warfighter Information Network-Tactical (WIN-T) Point of Presence (POP) platform and WIN-T Soldier Network Extension (SNE) platform. The contractor shall participate in integration checks, troubleshoot any software deficiencies in complying with Exhibit A, present recommended configuration adjustments to the Government for approval, and make adjustments to and reconfigure software upon receipt of authorization by the Government to ensure its product is properly functioning.

C.3.2.4 NET - The contractor shall instruct the soldier target audience on the use of its product. NET duration shall be no more than 80 hours which consists of one week for Administer Training (including Power User Training). Training in excess of 80 hours is permissible if there are different courses aimed at different target audiences, such as a course for client operation and a course for power user, if approved in advance by the Government. Training shall be conducted at FBTX. The contractor shall provide a final Training Support Package IAW CDRL 0001 and C.3.3. The contractor shall not conduct NET until the TSP is approved by the Government. During NET, the contractor shall maintain operational performance of its products installed on vehicles, Command Post, TOC configurations and non-network systems. The target audience will range broadly from Brigade Staff Officers to Company Staff Sergeants. The number of students will be equal to the number of software clients in the brigade.

C.3.2.5 VALEX - The contractor shall provide no more than two FSRs on-site at FBTX during VALEX IAW the schedule in Section F. Contractor support shall consist of a single shift, 40 hours per work week for the duration of VALEX. As a member of the integration team, the contractor shall be responsible for configuring its products, troubleshooting any network interface issues, making necessary product configuration changes, and performing required product maintenance. The contractor shall work with the integration team to validate network connectivity. During VALEX, the NIE integration team conducts network device configuration and connectivity validation tests during which the contractor configures its devices for operation as part of the NIE network. The integration team validates an instrumented and integrated network, tracking transport and mission command data, from the platoon through division. VALEX includes validation of instrumentation, satellite acquisition, and configuration of routers, test-fix-test activities, and the testing of data paths through the use of approved mission threads. Upon completion of VALEX, the network is transitioned to the Brigade Modernization Command (BMC) and the contractor shall support troubleshooting and issue resolution.

C.3.2.6 COMEX - During COMEX, the Brigade conducts mission threads to develop its proficiency with the network and to conduct a preliminary assessment of network capabilities. The Brigade also confirms the network readiness for combat operations and verifies communications among its Command and Control (C2) elements. All activities are carried out by Brigade unit operators and maintainers. The contractor shall provide one FSR on-site per shift to the Government Trailboss Team at FBTX during COMEX IAW the schedule in Section F to support product troubleshooting, fixes, and configuration changes, address any trouble tickets generated during this event, and provide over the shoulder training. The contractor shall support its products when notified of failure by the designated Government Trailboss Team Lead. The contractor shall provide 24/7 on-site support for the duration of COMEX.

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C.3.2.7 FIELDDEX - During FIELDDEX, the Brigade activities move from FBTX to WSMR, NM. Brigade units require one week to set up network equipment at the various locations at WSMR in preparation for the NIE. The contractor shall provide one FSR on-site per shift to the Government Trailboss Team at WSMR during FIELDDEX IAW the schedule in Section F to support product troubleshooting, fixes, and configuration changes, address any trouble tickets generated during this event, and provide over the shoulder training. The contractor shall support its products when notified of failure by the designated Government Trailboss Team Lead. The contractor shall provide 24/7 on-site support for the duration of FIELDDEX.

Phase V Integrated Evaluation

C.3.2.8 Pilot - During Pilot the integration team, with ATEC, validates the test procedures, test data collection, and data reduction procedures for the evaluation of the network systems in a relevant environment to determine if the systems can succeed and can improve capability. The contractor shall provide no more than one FSR on-site per shift to the Government Trailboss Team at WSMR during Pilot IAW the schedule in Section F to support product troubleshooting, fixes and configuration changes, address any trouble tickets generated during this event, and provide over the shoulder training. The contractor shall support its products when notified of failure by the designated Government Trailboss Team Lead. The contractor shall provide 24/7 on-site support for the duration of Pilot.

C.3.2.9 NIE - During the exercise, the Brigade and Battalion Units conduct field operations at WSMR to execute critical missions. The Government Trailboss Teams are co-located with deployed Brigade elements during this effort. The contractor shall provide no more than one FSR on-site per shift to the Government Trailboss Team at WSMR during NIE IAW the schedule in Section F to troubleshoot product issues, address any trouble tickets generated during this event, and provide technical support. The contractor shall support its products when notified of failure by the designated Government Trailboss Team Lead. The contractor shall provide 24/7 on-site support for the duration of NIE.

Phase VI - Network Implementation Plan

C.3.2.10 Recovery - The contractor shall provide no more than two FSRs on-site at FBTX/WSMR to de-install its products IAW the schedule in Section F. Contractor support shall consist of a single shift, 40 hours per work week for the duration of Recovery. Upon completion of the NIE event, the Government receives all returning NIE equipment and de-installs hardware and software that will not be used during follow-on NIEs. The contractor shall remove its products from the host platforms and then verify and certify to the Government that all of its software has been removed. Upon completion of Recovery, all contractor-provided products will be returned to the contractor pursuant to Section H.2, Loan of Software Product for NIE 14.2.

C.3.3 Training Support Package (TSP)

The contractor shall participate in training rehearsals organized by the Government to evaluate the validity of the draft TSP provided in the contractors proposal. The contractor shall work with the Government Training point of contact to jointly review the TSP. The contractor shall incorporate any necessary changes resulting from TSP review or training rehearsal into a revised TSP prior to NET training. The contractor shall submit the final TSP IAW CDRL 0001, DI-SESS-81521B Training Support Package. The contractor shall provide all necessary training materials to soldiers as described in the training plan.

C.3.4 Ancillary Items

The contractor shall provide any ancillary items required to configure, load, test and continuously operate its product in performing the above scope. These items shall be Information Assurance (IA) compliant.

C.4 SEPARATELY-PRICED EFFORTS

The efforts under this section are beyond the base award SOW, and may only be invoked by a specific contractual notice from the Procuring Contracting Officer (PCO) requiring their performance, in the form of an option exercise, or award of a separate task order (TO) or contract/order modification, as appropriate.

C.4.1 NIE Option: If exercised, the contractor shall provide the Voice Client software and associated licenses to FBTX IAW Sections D and F of the contract. The NIE configuration shall provide the Voice Client capability for 309 user interfaces, of which nine user interfaces shall have Power User capabilities IAW Exhibit A, Interoperable Software Voice Client Product Specification, paragraph 3.2. The NIE configuration shall support dial-in talk group access from 111 VOIP telephones and 57 simultaneous talk groups with the ability to simultaneously record all talk groups. Server software supporting the NIE configuration (if required) shall support nine physical server locations.

C.4.2 LBRR Option: If exercised, the contractor shall provide the Voice Client software and associated licenses to APG, MD IAW Sections D and F of the contract. The LBRR configuration shall provide the Voice Client capability for 27 user interfaces, of which three user interfaces shall have Power User capabilities IAW Exhibit A, Interoperable Software Voice Client Product Specification, paragraph 3.2. The LBRR configuration shall support dial-in talk group access from 16 VOIP telephones and thirteen simultaneous talk groups with the ability to simultaneously record all talk groups. Server software supporting the LBRR configuration (if required) shall support three physical server locations.

C.4.3 NIE and LBRR FSR Support Option: If exercised, the contractor shall provide FSRs to support the Government-procured Voice Client

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during NIE and LBRR IAW C.3.2.1 through C.3.2.10.

C.4.4 Production Option: If exercised, the contractor shall deliver up to eight BCTs of Voice Client capability and associated licenses in accordance with F.2.5 and Section D of the contract.

C.4.4.1 BCT Capability/Configuration: If exercised, the contractor shall provide Voice Client software and associated licenses as follows. The BCT configuration shall provide the Voice Client capability to 509 user interfaces, of which nine user interfaces shall have Power User capabilities IAW Exhibit A, Interoperable Software Voice Client Product Specification, paragraph 3.2. The BCT configuration shall support dial-in talk group access from 120 VOIP telephones and 66 simultaneous talk groups with the ability to simultaneously record all talk groups. Server software supporting the BCT configuration (if required) shall support nine physical server locations.

C.4.4.2 Operator Manual

The contractor shall include a soft copy of operator manual for each voice client software license ordered.

C.4.4.3 Technical Publication

The contractor shall develop the technical publication IAW CDRL 0002, DI-TMSS-80527C, Commercial Off-the-Shelf (COTS) Manual and Associated Supplemental Data.

C.4.4.4 New Equipment Training (NET)

The contractor shall submit a New Equipment Training (NET) Plan IAW CDRL 0003 DI-TMSS-80527C, New Equipment Training.

C.4.5 Annual Software Maintenance - NIE Option (Up to Two Years): If exercised, the contractor shall provide ongoing software maintenance and future product upgrades. Unless specified otherwise in this contract, the contractors standard software maintenance plan, as stated in its proposal, applies to this contract.

C.5 PLACE OF PERFORMANCE AND SHIPPING

C.5.1 The contractor shall provide the products and support described herein to be performed at Government facilities inside the continental United States (CONUS), as required. The contractor shall provide its own portable computer and cell phone, and transportation as needed to perform this scope. The contractor may be required to drive its vehicles on unimproved road surfaces and tactical training sites during the Field Exercise (FIELDDEX), Pilot, and NIE Execution phases of the NIE event. Duty locations are Aberdeen Proving Ground, MD; Ft. Bliss, TX; and White Sands Missile Range, NM.

C.5.2 The products shall be shipped IAW F.1.4.

C.5.3 The contractor shall use best commercial practices for Packing, Packaging and Shipping.

C.5.4 When shipping, the contractor shall ensure all equipment, packages, containers, and boxes are clearly marked with product name, and the name and mobile phone number of the FSR on the ground at FBTX and/or APG, MD. The contractors FSR will be contacted immediately upon receipt of its product and will be requested to come in to inventory and inspect the materials for condition, quantity, and completeness.

C.5.5 The contractor shall coordinate any incremental delivery schedules within the specified delivery windows, report successful equipment delivery, and coordinate any changes in delivery schedules to/with the COR.

C.6 SECURITY

All contractor personnel must maintain a favorable background investigation before accessing any Government facilities, websites, databases and networks in accordance with Army Regulation AR 25-2 and AR 380-67. All information or data developed under this contract belongs to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO). The contractor shall not travel outside the continental U.S. (OCONUS) with any Government equipment or information. The contractor shall not release any information or data to third parties without express written approval of the PCO. The contractor shall have access only to the Government data necessary for the accomplishment of work under this contract. The contractor shall conform to all security requirements as specified in the contract and as detailed in the contract DD Form 254. A separate DD 254 is required for all contracts involving access to classified information. Contact your Facility Security Officer (FSO) or the SoSE&I CIO Office for assistance in initiating action to receive a security clearance. For assistance with the DD Form 254, contact the SoSI CIO Office at (586) 282-9635.

C.7 GOVERNMENT FURNISHED PROPERTY:

C.7.1 A considerable portion of the contracted work shall be completed at Government facilities. The Government shall provide access to shared resources, working space, computer network access, and peripheral equipment (such as printers). If resources are constrained this may involve time allocation among any other contractors also performing on-site.

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C.8 CONTRACTING OFFICERS REPRESENTATIVE (COR)

The COR is an individual designated in accordance with DFARS 201.602-2 and is authorized in writing by the PCO to perform specific technical functions. The PCO will designate a properly trained COR prior to contract award. The COR is responsible for technical administration of the contract, including conducting contract surveillance to ensure services meet performance standards set forth in the contract. The COR is responsible for inspecting and accepting or rejecting work performed under the contract and reviewing, approving, and processing the contractors invoices. The contractor will receive a copy of the COR appointment letter after award that will specify the extent of the CORs authority to act on behalf of the PCO. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this contract.

C.9 SECTION 508 COMPLIANCE STATEMENT

All Electronic and Information Technology (EIT) procured through Performance Work Statement/Bill of Materials and any resulting contract, TO, delivery order, or purchase order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended - Part 1194.

C.10 UNAUTHORIZED WORK

The contractor is not authorized to commence performance without a signed contract or direction by a PCO. Notwithstanding any of the other provisions of this contract, a PCO shall be the only individual on behalf of the Government to accept nonconforming work, waive any requirement of a contract, or modify any term or condition of this contract.

C.11 FEDERAL HOLIDAYS

C.11.1 The following days are legally recognized holidays:

- New Year's Day - 1st of January
- Martin Luther King Jr.'s Birthday - 3rd Monday in January
- President's Day - 3rd Monday in February
- Memorial Day - Last Monday in May
- Independence Day - 4th of July
- Labor Day - 1st Monday in September
- Columbus Day - 2nd Monday in October
- Veteran's Day - 11th of November
- Thanksgiving Day - 4th Thursday in November
- Christmas Day - 25th of December

C.11.2 When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday. The list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination or Collective Bargaining Agreement regarding applicable paid holidays.

C.11.3 In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by a Presidential Proclamation

C.11.4 It is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance or entitlement of compensation except as set forth within the contract. In the event the contractor's personnel work during a holiday or other day observed by Government employees, the contractor may reimburse them; however, no form of holiday or other premium compensation will be reimbursed by the Government, either as a direct or indirect cost, other than its normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to a contract.

C.11.5 When the Department of Defense (DoD) grants excused absence to its employees, the contractor agrees to continue sufficient personnel to perform critical tasks already in operation or scheduled, and the contractor shall be guided by the instructions issued by the PCO or the COR.

C.11.6 If Government personnel are furloughed, the contractor shall contact the PCO or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected as a result of Government shutdown and/or furloughed Government employees. In the event the Government shutdown or furlough of Government employees impacts contract price/cost, a negotiated settlement will be reached as deemed appropriate by the PCO. Generally, the following situations apply:

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C.11.6.1 Contractor personnel who are able to continue contract performance (either on site or at a site other than their normal work station) shall continue to work and the contract price shall not be reduced or increased.

C.11.6.2 Contractor personnel who are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

C.11.7 Nothing in this section abrogates the rights and responsibilities of the parties relating to any stop work clause or provision included in the contract.

C.12 CONTRACTOR MANPOWER REPORTING

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Interoperable Voice Software Client via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on Department of the Army CMRA or the icon of the DoD organization that is receiving or benefitting from the contracted services.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on Send an email which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Components CMR website.

*** END OF NARRATIVE C0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 52.209-4020 (TACOM)	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	JUN/2012

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within 30 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at <https://atlevel1.dtic.mil/at>.

C-2 52.209-4022 (TACOM)	iWATCH TRAINING	JUN/2012
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The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance, with the results reported to the COR no later than 30 calendar days after contract award.

(End of Clause)

C-3 52.204-4020 (TACOM)	ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES	JUN/2012
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The contractor and all associated subcontractors employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(End of Clause)

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C-4 52.204-4021 CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION JUN/2012
(TACOM) SYSTEMS

All contractor employees shall be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Information Assurance Awareness training prior to access to the information system, and annually thereafter.

(End of Clause)

C-5 52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR) FEB/2013
(TACOM)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

End of Clause]

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SECTION D - PACKAGING AND MARKING

D.1 Packaging and Marking: The contractor shall package and pack all technical data and software deliverables under the awarded contract in accordance with standard commercial practice to ensure arrival at destination without damage or loss, unless an alternate packaging and packing requirement is listed by the Government in the contract.

D.2 Marking: The contractor shall ensure that all technical data and software deliverables under the awarded contract are identified by contract number, by the contractor's name and address and, where applicable, by the name and address of the subcontractor who generated that data/software unless an alternate marking is required by the Government in the contract.

D.3 The contractor shall adhere to the packaging and marking requirements at C.5.3, C.5.4 and C.5.5.

*** END OF NARRATIVE D0001 ***

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance Point

E.1.1 Inspection and acceptance of all deliverables under this contract shall be made at Destination by the Contracting Officer or his duly authorized representative. The determination that the deliverables are complete and conform to the requirements of the contract will be made by the Contracting Officer's Representative (COR) to assure that the results thereof are in accordance with the terms of the contract.

*** END OF NARRATIVE E0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

F.1 DELIVERY

F.1.1 Delivery of technical data set forth in this contract shall be in accordance with Exhibit B, Contract Data Requirements List (CDRL), DD Form 1423.

F.1.2 Laboratory Based Risk Reduction (LBRR) - Voice Client software and associated licenses to provide the Voice Client capability to 27 user interfaces in accordance with (IAW) C.3.1.1 shall be delivered to the Laboratory at Aberdeen Proving Ground, MD (APG, MD) within five days of notification by the Contracting Officer. The Contracting Officer notification should be sent within 30 days after proposal submission.

F.1.3 Network Integration Evaluation (NIE) - Field - Voice Client software and associated licenses to provide the Voice Client capability to 309 user interfaces IAW C.3.1.2 shall be delivered to Fort Bliss, TX (FBTX) within seven days of contract award.

F.1.4 Ship to addresses for F.1.2 LBRR (APG, MD) and F.1.3 NIE (Fort Bliss, TX) are as follows:

F.1.4.1 Aberdeen Proving Grounds (APG) Laboratory

CERDEC, S&TCD
6010 Frankford St, Room 102
Attn: William Alexander
Aberdeen Proving Grounds, MD 21005

F.1.4.2 Fort Bliss, TX (FBTX)

System of Systems Integration Motor Pool (IMP)
Attn: Lisa A. Baird
DODAAC: W56GNP*
Bldg. 2624 Shannon Van Valzah Road
Fort Bliss, TX 79916-5000

*Remove this line if shipping via commercial carrier such as UPS, FEDEX, etc.

F.2 PERFORMANCE

F.2.1 All efforts required under this contract shall be completed: (1) within 28 weeks after date of contract award or (2) within the period of performance of any option duly exercised under this contract (option periods of performance detailed in F.2.2 - F.2.6), whichever is later. The period of performance shall not, however, in any instance, exceed 82 total weeks after contract award. F.2.1.1 F.2.1.10 below break down the period of performance for each specific LBRR and NIE event.

F.2.1.1 FSR - LBRR: Period of Performance is from contract award through May 2014. Period of Performance is in two separate segments: 1) two weeks between date of contract award and Feb 2014 in which the contractor shall provide on-site support at APG, MD in accordance with C.3.2.1; 2) 18 weeks between contract award and May 2014 in which the contractor shall provide remote support in accordance with C.3.2.1. Total hours for LBRR support are not expected to exceed 200 hours.

F.2.1.2 FSR - Golden Vehicle Design and Build: Period of Performance is a four week continuous period between Jan 2014 and Feb 2014. The contractor shall provide on-site support at FBTX, in accordance with C.3.2.2.

F.2.1.3 FSR - Fleet Build: Period of Performance is a four week continuous period between Feb 2014 and Mar 2014. The contractor shall provide on-site support at FBTX in accordance with C.3.2.3.

F.2.1.4 FSR - NET: Period of Performance is a ten week continuous period between Jan 2014 through Mar 2014. The contractor shall conduct New Equipment Training (NET) at FBTX in accordance with C.3.2.4.

F.2.1.5 FSR - VALEX: Period of Performance is a four week continuous period between Mar 2014 and Apr 2014. The contractor shall provide on-site support at FBTX in accordance with C.3.2.5.

F.2.1.6 FSR - COMMEY: Period of Performance is a one week continuous period in April 2014. The contractor shall provide on-site support at FBTX in accordance with C.3.2.6.

F.2.1.7 FSR - FIELDDEX: Period of Performance is a one week continuous period in Apr 2014. The contractor shall provide on-site support at FBTX in accordance with C.3.2.7.

F.2.1.8 FSR - Pilot: Period of Performance is a one week continuous period between April 2014 and May 2014. The contractor shall provide on-site support at White Sands Missile Range (WSMR), NM in accordance with C.3.2.8.

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F.2.1.9 FSR - NIE: Period of Performance is a two week continuous period between May 2014 and Jun 2014. The contractor shall provide on-site support at WSMR, NM in accordance with C.3.2.9.

F.2.1.10 FSR - Recovery: Period of Performance is a three week continuous period in Jun 2014. The contractor shall provide on-site support at FBTX/WSMR in accordance with C.3.2.10.

F.2.2 LBRR Option - All efforts required under C.4.1 and H.1.1 shall be completed within 28 weeks from the date of option exercise.

F.2.3 NIE Option - All efforts required under C.4.2 and H.1.2 shall be completed within 28 weeks from the date of option exercise.

F.2.4 LBRR and NIE FSR Support Option - All efforts required under C.4.3 and H.1.3 shall be completed within 28 weeks from the date of option exercise.

F.2.5 Production Option - All efforts required under C.4.4 and H.1.4 shall be completed within 24 weeks from the date of option exercise for each brigade.

F.2.6 Annual Software Maintenance - NIE Option - All efforts required under C.4.5 and H.1.5 shall be completed within 28 weeks from the date of option exercise for LBRR or NIE support and within 52 weeks from the date of option exercise for Production support for each brigade.

F.3 SEPARATELY-PRICED EFFORTS

F.3.1 The efforts under Section C.4 of the Scope of Work (SOW) are beyond the base contract award. The shipping location(s), address(es), and delivery schedule(s) will be identified at the time of option exercise (if exercised).

*** END OF NARRATIVE F0001 ***

F-#	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011)	DEC/2011
F-7	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-8	252.211-7006	PASSIVE RADIO FREQUENCY IDENTIFICATION	SEP/2011

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

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

"Electronic Product Code\TM\ (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC\TM\ data consists of an EPC\TM\ (or EPC\TM\ identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC\TM\ tags. In addition to this standardized data, certain classes of EPC\TM\ tags will allow user-defined data. The EPC\TM\ Tag Data Standards will define the length and position of this data, without defining its content.

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"EPCglobal" means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

"Palletized unit load" means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal\TM\ Class 1 Generation 2 standard.

"Radio frequency identification (RFID)" means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that--

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class III--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
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-1-	-2-	-3-	-4-	-5-
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(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

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471996		Anniston Army Depot, Bynum, AL	Anniston Army Depot, Bynum, AL	Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
G-1 252.204-0005 (DFARS PGI)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date	SEP/2009

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

G-2 52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2012
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

www.asaie.army.mil/Public/IE/Toolbox/documents/r360_1.pdf

[End of Clause]

G-3 52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	AUG/2012
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To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2in1" is entered if the award is strictly for services being provided/delivered.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTION FOR ADDITIONAL TASKS

The Government reserves the right to unilaterally exercise any or all of the option tasks for the effort described in C.4. Individual options described in C.4 may, at the Government's election, be exercised singly or in any combination, at any point or points during the option exercise period. However, the Government will not exercise C.4.3 LBRR and NIE FSR Support Option, if we have not exercised C.4.1 LBRR Option or C.4.2 NIE Option. The Government will not exercise C.4.5, Annual Software Maintenance Option, if we have not exercised C.4.1 LBRR Option, C.4.2 NIE Option, or C.4.4 Production Option.

H.1.1 LBRR Option (as described in C.4.1):

H.1.1.1 The Government shall have the unilateral right to exercise an option for the effort referenced in Section C, C.4.1. The Government may exercise this option at any time during the base effort period of performance (see F.2.1 for base effort period of performance), but this option shall not be exercised more than 82 weeks after contract award.

H.1.1.2 If exercised by the Government, the period of performance shall be 28 weeks.

H.1.2 NIE Option (as described in C.4.2):

H.1.2.1 The Government shall have the unilateral right to exercise an option for the effort referenced in Section C, C.4.2. The Government may exercise this option at any time during the base effort period of performance (see section F.2.1 for base effort period of performance), but this option shall not be exercised more than 82 weeks after contract award.

H.1.2.2 If exercised by the Government, the period of performance shall be 28 weeks.

H.1.3 LBRR and NIE FSR Support Option (as described in C.4.3):

H.1.3.1 The Government shall have the unilateral right to exercise an option for the effort referenced in Section C, C.4.3. The Government may exercise this option at any time during the base effort period of performance (see section F.2.1 for base effort period of performance), but this option shall not be exercised more than 82 weeks after contract award.

H.1.3.2 If exercised by the Government, the period of performance shall be 28 weeks.

H.1.4 Production Option (as described in C.4.4):

H.1.4.1 The Government shall have the unilateral right to exercise an option for the effort referenced in Section C, C.4.4. The Government may exercise this option at any time during the base effort period of performance (see section F.2.1 for base effort period of performance), but this option shall not be exercised more than 82 weeks after contract award.

H.1.4.2 If exercised by the Government, the contractor shall provide all deliverables in accordance with C.4.4 - C.4.4.4 no later than 30 days after the date of option exercise for each brigade.

H.1.5 Annual Software Maintenance - NIE Option (as described in C.4.5):

H.1.5.1 The Government shall have the unilateral right to exercise an option for the effort referenced in Section C, C.4.5. The Government may exercise this option at any time during the base effort period of performance (see section F.2.1 for base effort period of performance), but this option shall not be exercised more than 82 weeks after contract award.

H.1.5.2 If exercised by the Government, the period of performance shall be 28 weeks.

H.2 LOAN OF SOFTWARE PRODUCT FOR NETWORK INTEGRATION EVALUATION (NIE) 14.2

H.2.1 The contractor shall loan the necessary quantity, not to exceed 342 each, of its software product (see H.2.1.1 below) to the Army in support of Army conduct of NIE 14.2. The loan duration shall be from Date of Contract Award to up to three weeks following conclusion of the NIE 14.2 culminating field exercise (approximately July 30, 2014). The loaned software product shall reflect the configuration described in the Offeror's proposal, unless otherwise agreed to in writing with the Contracting Officer. The loaned software product shall be marked or tagged per H.2.2 below. Title to the loaned software product shall remain, at all times, with the contractor. The loaned software product shall be made available for return to the contractor during the three weeks immediately following conclusion of the NIE field exercise.

H.2.1.1 The necessary quantity, not to exceed 342 each, of its software product shall consist of:

(i) the five Voice Client Software Product samples evaluated during the pre-award Phase II laboratory assessment described in the solicitation, plus one Power User Client Product, for a total of six software products;

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(ii) the 24 Voice Client Software Products, plus three Power User Client Software Products, for a total of 27 software products --- these 27 software products shall continue evaluation in the Laboratory Based Risk Reduction (LBRR) at APG, MD; and
 (iii) the 300 Voice Client Software Products, plus nine Power User Client Software Products, for a total of 309 software products, which will be integrated in a platform if necessary, and evaluated in a field and operational environment located at Ft. Bliss, TX (FBTX) or White Sands Missile Range (WSMR), NM.

H.2.2 All loaned software product shall be conspicuously marked or tagged in order to visually distinguish it from other possibly similar property within the same area of operations. This marking or tagging will help to identify ownership quickly and easily. Tags or labels shall be durable and shall include return instructions, including point of contact information and return shipping address, and may include security and maintenance notes (if applicable).

H.2.3 Use and Maintenance: The Army will exercise reasonable care and protection over the loaned software product during the Army's possession and use at various NIE facilities. The contractors authorized Field Service Representatives (FSRs), as required in Section C, Statement of Work, of this contract, shall arrange for and be granted periodic access at reasonable time(s) to the loaned software product for purposes of inspection, inventory, maintenance, or support.

H.2.4 Liability: The Army is not liable for any loss of, or damage sustained to, the loaned software product; the contractor understands and accepts this risk. The Army agrees to indemnify and hold harmless the contractor from liability it may incur as a result of the Army's use of the loaned software product. Notwithstanding the foregoing, neither Party shall be liable for incidental or consequential damages of any kind, nor to any third party for any damages in connection with the loaned software product.

H.3 SUBMISSION OF SUBCONTRACTING PLAN

H.3.1 Concurrent with the offer in response to this solicitation, the offeror shall submit a subcontracting plan required by FAR 52.219-9, Small Business Subcontracting Plan. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted as part of the offerors proposal in response to this solicitation in accordance with L.3.2.8.

H.3.2 Each page of the subcontracting plan shall be marked with the solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification.

H.3.3 Offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses at the prime contract and subcontract levels. In view of this Congressional mandate, the offeror shall provide a specific explanation of any small disadvantaged business subcontracting goal of less than five percent of the proposal's total subcontracting dollars within its proposal.

H.3.4 Breakout of Goals in Subcontracting Plan (reference Attachment 007, Items and Services Pricing): The offeror shall provide, in its subcontracting plan, a set of goals for CLIN 0001AA, NIE and LBRR Basic Award, only. No goals shall be included for Option CLINs 0002AA - 0010AH. Before award of actions under CLINs 0002AA 0010AH, the Government may require an update to the subcontracting plan.

*** END OF NARRATIVE H0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	AUG/2012

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
 Rock Island - JMTC: <https://acquisition.army.mil/asfi/>
 Red River Army Depot: <https://acquisition.army.mil/asfi/>

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Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: usarmy.detroit.acc.mbx.wrn-web-page@mail.mil or by calling (586) 282-7059.

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-16	52.210-1	MARKET RESEARCH	APR/2011
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS -- NEGOTIATION (OCT 2010) -- ALTERNATE I (MAR 2009)	MAR/2009
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-23	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2011
I-24	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-8	PAYROLLS AND BASIC RECORDS	JUN/2010
I-27	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-28	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-30	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-31	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-32	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-33	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-34	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-35	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-36	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-37	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-38	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-39	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-40	52.223-16	STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS	DEC/2007
I-41	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-42	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-43	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-44	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-45	52.227-3	PATENT INDEMNITY	APR/1984
I-46	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-47	52.232-1	PAYMENTS	APR/1984
I-48	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-49	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-50	52.232-11	EXTRAS	APR/1984
I-51	52.232-17	INTEREST	OCT/2010
I-52	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-53	52.232-25	PROMPT PAYMENT	OCT/2008
I-54	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-55	52.233-1	DISPUTES	JUL/2002
I-56	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-57	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004

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I-58	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-59	52.242-13	BANKRUPTCY	JUL/1995
I-60	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
I-61	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-62	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-63	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-64	52.245-9	USE AND CHARGES	APR/2012
I-65	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-66	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-67	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-68	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-69	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-70	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-71	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-72	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-73	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-74	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-75	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-76	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-77	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-78	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-79	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-80	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-81	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-82	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-83	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-84	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-85	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-86	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-87	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
I-88	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-89	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-90	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-91	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-92	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-93	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-94	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-95	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-96	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-97	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-98	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2012
I-99	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	DEC/2011
I-100	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-101	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-102	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-103	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-104	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-105	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-106	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-107	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-108	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-109	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-110	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-111	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-112	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-113	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-114	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	MAR/2013

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
		CONTRACTS)	
I-115	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-116	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-117	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-118	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-119	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-120	252.246-7001	WARRANTY OF DATA	DEC/1991
I-121	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-122	52.217-8	OPTION TO EXTEND SERVICES	NOV/1999

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

(End of Clause)

I-123	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
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(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-124	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/2011
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(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

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

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

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(ii) Otherwise successful offers from small business concerns.

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

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

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

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

___ Offer elects to waive the evaluation preference.

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

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

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

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

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(End of clause)

I-125 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION APR/2012

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"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 (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at [*HYPERLINK "http://www.sba.gov/content/table-small-business-size-standards"http://www.sba.gov/content/table-small-business-size-standards](http://www.sba.gov/content/table-small-business-size-standards)

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

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I-126 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-127 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

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(2) Class II , including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-128 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:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

I-129 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 DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-130 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the

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Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT
_____	_____
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-131 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	INTEROPERABLE SOFTWARE VOICE CLIENT PRODUCT SPECIFICATION V28	22-MAY-2013	009	EMAIL
Exhibit B	CONTRACT DATA REQUIREMENTS LIST (CDRLS)	22-MAY-2013	009	EMAIL
Attachment 0001	CAPABILITIES REQUIEMENTS MATRIX	22-MAY-2013	005	EMAIL
Attachment 0002	PRODUCT INFORMATION	22-MAY-2013	002	EMAIL
Attachment 0003	INFORMATION ASSURANCE (IA) QUESTIONNAIRE	22-MAY-2013	011	EMAIL
Attachment 0004	TRAINING PLAN AND DRAFT TRAINING SUPPORT PACKAGE	22-MAY-2013	024	EMAIL
Attachment 0005	STAGE II TEST PROCEDURE	22-MAY-2013	002	EMAIL
Attachment 0006	S&TCD UNCLASSIFIED FACILITY VISIT REQUEST WORKSHEET	22-MAY-2013	001	EMAIL
Attachment 0007	CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD254)	22-MAY-2013	005	EMAIL
Attachment 0008	QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)	22-MAY-2013	005	EMAIL
Attachment 0009	ARCHITECTURE DIAGRAMS AND QUANTITIES BY ECHELON	22-MAY-2013	002	EMAIL

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-7	CENTRAL CONTRACTOR REGISTRATION	DEC/2012
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-3	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
K-4	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-5	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-6	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-7	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-8	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-9	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	DEC/2012

(a)(1) The North American Industry Classification System (NAICS) code For this acquisition is 541512 and 511210.

(2) The small business size standard is \$25.5M(511512)and \$35.5M(511210).

(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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act Free Trade Agreements Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.229-7012, Tax Exemptions (Italy)Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vi) 252.229-7013, Tax Exemptions (Spain)Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy AmericanBalance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (iv) 252.225-7022, Trade Agreements CertificateInclusion of Iraqi End Products.
- (v) 252.225-7031, Secondary Arab Boycott of Israel.
- (vi) 252.225-7035, Buy AmericanFree Trade AgreementsBalance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.
- Use with Alternate III.
- Use with Alternate IV.
- Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Name of Offeror or Contractor:

K-11 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

(End of Provision)

K-12 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

(End of Provision)

K-13 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS FEB/2012

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(End of provision)

K-14 52.225-18 PLACE OF MANUFACTURE

SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

[] (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

[] (2) Outside the United States.

(End of provision)

K-15 252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX APR/2013
 (DEV 2013- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW -- FISCALYEAR
 00010) 2013 APPROPRIATIONS (DEV 2013-00010)

(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013, (Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-16 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2012
 (DEV 2012- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION
 00004) 2012-00004)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with

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the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-17 52.215-4010 AUTHORIZED NEGOTIATORS MAR/2013
 (TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME: _____
TITLE: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

NAME: _____
TITLE: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

[End of Provision]

K-18 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) OCT/2008
 (TACOM)

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: <http://www.epa.gov/ozone/science/ods/index.html>.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of CIODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no CIODS shall be used in meeting the requirements of this contract. If the use of CIODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

(c) No Class II Ozone Depleting Substances shall be required in the performance of this contract without government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

[End of Provision]

K-19 52.225-4003 IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED MAR/1990
 (TACOM) KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

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(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) [] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$_____.

(ii) [] I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SUMMARY OF THE NETWORK INTEGRATION EVALUATION (NIE) SOURCE SELECTION PROCESS FOR THE INTEROPERABLE SOFTWARE VOICE CLIENT PRODUCT

The Government intends to award one contract for the Interoperable Software Voice Client Product as a result of this Request for Proposals (RFP). The NIE award is fully discussed in Sections L & M of this RFP.

The NIE Source Selection will be based on two stages: (I) the Proposal Evaluation and (II) a Laboratory Assessment.

(I) The Proposal Evaluation will evaluate the technical proposal on an Acceptable/Not Acceptable basis in accordance with (IAW) M.4.3.1. Offerors offering products deemed Acceptable in the Proposal Evaluation will be invited to participate in a Laboratory Assessment at Aberdeen Proving Grounds (APG), MD.

(II) The Laboratory Assessment will inspect and test compliance with Exhibit A, Interoperable Software Voice Client Product Specification, and Attachment A, Capabilities Requirements Matrix IAW M.4.3.2. Based on the Technical Acceptability proven in a Laboratory Assessment and Total Overall Cost, one contract will be awarded on a Lowest Price Technically Acceptable (LPTA) basis.

L.1 PROPOSAL FORMAT AND INSTRUCTIONS

The Offeror's proposal, subject to the Submission, Modification, Revision and Withdrawal paragraph of FAR 52.215-1, Instructions to Offerors - Competitive Acquisitions, contained in Section L of the RFP, shall be submitted in the format and quantities as set forth in this RFP. Section M, Evaluation Factors for Award, of the RFP sets forth the evaluation criteria and delineates the factors and sub-factors to be evaluated and their relative order of importance. The Offeror's proposal, as required by this section, shall be evaluated as set forth in Section M of this RFP. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in its proposal. It is an Offeror's responsibility to submit a well-written proposal with adequately detailed information which clearly demonstrates an understanding of and the ability to comply with the RFP requirements to allow for a meaningful review.

L.1.1 Proposal Format: The Offeror shall submit an electronic version of its proposal via the Army Single Face to Industry (ASFI) Bid Response System (BRS) website at <https://acquisition.army.mil/asfi/>. All proposal information shall be in the English language and in US dollars. The proposal shall include a volume for each factor of the evaluation. Each section of the proposal shall be separable by volume (see below) to facilitate review by the Government.

Volume Number: Title

- Volume I: Contract
- Volume II: Technical
- Volume III: Price

L.1.2 Proposal Instructions: The proposal shall be accompanied by an electronic Cover Letter (Letter of Transmittal) which identifies all enclosures being transmitted in the ASFI BRS submission. Extreme care and attention shall be given to ensure that all required items are included in the proposal. Include all supplemental documentation such as any collateral material (i.e. brochures and catalogs), in the English language, which is to be included in the ASFI BRS upload. The Government reserves the right to reject any offers submitted that contain exceptions IAW M.2.

L.1.3 Notice Regarding Electronic Proposal Submission

L.1.3.1 Offerors must submit electronic copies of the proposal IAW Clause 52.204-4016, TACOM-Warren Electronic Contracting, and use the ASFI BRS website.

L.1.3.2 Offerors are cautioned that a proposal is not considered received until the final submission via ASFI BRS and a time stamped bid summary is generated. NOTE: These actions are not instantaneous. Offerors should begin the file upload well in advance of the solicitation closing date and time to ensure that the entire proposal is received in time to be considered for award. If the ASFI BRS confirmation time stamp is not prior to the solicitation closing date indicated in the RFP, pursuant to FAR 52.215-1(c)(3)(ii)(A), the proposal may be rejected as late IAW M.2.

L.1.3.3 Given the volume of data and information to be submitted by Offerors in response to this solicitation, and the inherent limitations of server bandwidth, Offerors may be required to submit proposals in multiple uploads. Due to the expedited evaluation schedule, it is critical that all Offerors carefully and completely identify the parts and attachments of the proposal so that the Government may quickly and easily distribute the proposal volumes. It is important to note that up to five files can be uploaded at one time. The combined size of the five files cannot exceed 10Mb. Offerors should break attachments into smaller files or use the upload utility multiple times if files exceed the 10Mb size limit. Filenames must not contain special characters. In the ASFI Frequently Asked Questions section, there are Vendor User Guides that provide detailed information.

L.1.3.4 Offerors are requested, to the maximum extent possible, not to provide attachments from multiple volumes within each upload. Each upload should include attachments from only one volume.

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L.1.3.5 Once the Offeror submits its proposal via ASFI BRS, a bid summary will be generated listing all of the uploaded files as attachments. Offerors shall name all files to indicate the volume and part number (i.e. Volume II - Technical - Part 1 of 4). Contractor format is acceptable.

L.1.4 Lateness: The lateness rules for submitted proposals are outlined in FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition," as incorporated into this RFP.

L.1.5 Electronic Copies: Offerors must submit electronic copies and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

(i) Files in either Microsoft Office 2000, 2007 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format). See the Vendor User Guides in the ASFI Frequently Asked Questions section for detailed information.

(iii) Files in HTML (Hypertext Markup Language): HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic proposal and be accessible offline.

L.1.6 Reference FAR 15.207(c) for a description of the steps the Government will take with regard to unreadable proposals.

(a) If any portion of a proposal received by the Contracting Officer is unreadable, the Contracting Officer will immediately notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under FAR 15.208(a), provided the Offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(b) Offerors shall make every effort to ensure that the proposal is virus-free. Proposals (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in electronic transit, shall be treated as "unreadable" as described above.

L.1.7 Paper Copies: Paper copies of proposals will not be accepted.

L.1.8 All or None: Offers in response to this RFP must be submitted for all the requirements identified in the solicitation. Offers submitted for less than all the requirements called for by this RFP may be rejected IAW M.2.

L.2 ALTERNATE PROPOSALS

L.2.1 Offerors may submit one alternate proposal (for a total of two proposals) with a differing approach to meeting the requirements. The Government will separately evaluate the alternate proposal received. Therefore, the alternate proposal submitted must be a complete, comprehensive, stand-alone proposal, which is fully responsive to the information requested in the RFP. An alternate proposal must be clearly identified, submitted separately, clearly identify the purpose of the alternate proposal, and highlight the difference from its other proposal submitted. An Offeror will only be eligible to receive one award regardless of the number of proposals it submits.

L.3 PROPOSAL CONTENT

L.3.1 The Offerors proposal shall be submitted in three separate volumes as set forth below. All proposals shall be in English (American Standard) and shall be in US dollars. Unless otherwise specified, it is recommended that the proposal be submitted on 8.5" x 11" paper with a minimum font size of 10 pt. and a minimum of 0.5" margins. Schedules, drawings and other documents more appropriate to larger size shall be submitted in no larger than 11" x 17" dimensions. A Proposal Executive Summary is optional. It will neither be considered as part of the volumes required below nor will it be evaluated. If a Proposal Executive Summary is submitted, it must be submitted as a separate volume from the three volumes set forth below and it is recommended to be no more than five pages. The Offerors proposal shall consist of the following volumes:

- a. Volume I: Contract
- b. Volume II: Technical
- c. Volume III: Price

L.3.2 VOLUME I: CONTRACT

In this Volume, Offerors shall provide the following:

L.3.2.1 A scanned image of the SF 33 cover page signed by a person authorized to sign proposals on behalf of the Offeror. Blocks 12, 13, 15A, 15B, 16, 17, and 18 of the SF 33 must be filled in by Offeror.

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L.3.2.2 One copy of this solicitation (Sections A-K) with all clause and other fill-ins completed, including Representations and Certifications in Section K. System for Award Management (SAM) certifications need not be separately submitted; however, all Offerors must be successfully registered and valid in SAM prior to award.

L.3.2.3 An affirmative statement that the Offeror proposes to meet all the requirements of Section C, including intent to provide the requisite NIE laboratory product and support (pre-award).

L.3.2.4 Offerors shall provide the NIE Planning Documents listed in this paragraph below. This additional data will help the Government in confirming that the full scope of these requirements has been communicated, is understood, and is fair and reasonable.

This information must be submitted in order for the Offeror to be considered responsive but will not be formally evaluated as a part of the pre-NIE Source Selection Process.

- a. Product Information (Attachment 002)
- b. Information Assurance Questionnaire (Attachment 003)
- c. Training Plan and Draft Training Support Package (TSP) (Attachment 004)

L.3.2.5 Offerors shall provide software and field support to APG, MD for Stage II Laboratory Assessment upon receipt of Contracting Officer notification as follows:

- a. The Laboratory testing will take from three to five days.
- b. Offerors shall provide all client and server software and licenses necessary, as detailed below, to conduct Stage II Laboratory testing IAW Exhibit A, Interoperable Software Voice Client Product Specification, Table 4.1 requirements which are called out with a "T" in the "Method" column. Stage II Laboratory testing will be conducted using the Stage II Test Architecture depicted in Attachment 005, Stage II Test Procedure. The Offeror shall provide all client and server software and licensing necessary to facilitate the following capabilities: a total of six Voice Clients, of which one must support Power User features as defined in Section 3.2 of Exhibit A, Interoperable Software Voice Client Product Specification; 20 talk groups and dial-in talk group access for 20 concurrent dial-in participants; and recording capability for all 20 talk groups. Servers will be made available at each of the three logical LAN locations in the test architecture. Voice Clients shall be installed on Windows 7 (64-bit) native operating system and Windows 7 (64-bit) hosted on VMWare VSphere 5.0 (ESXi). Server components shall be installed on Windows Server 2008 R2 (64-bit) operating system hosted on VMWare VSphere 5.0 (ESXi).
- c. Offerors shall provide written step-by-step procedures for system operation, concurrently with its product and any needed material to instruct ten Government test personnel on the operation of the voice client product.
- d. Offerors shall provide ancillary software, equipment, and materials necessary to load, configure, verify, and ascertain software functionality for the voice client product.
- e. Offerors shall be required to provide on-site technical support for product configuration and operational training to Government testers. The Offerors technical representatives shall assist in the setup of the product samples and configure each software client for operational test. Offerors shall provide on-site instruction to ten Government test personnel on the operation of the voice client product. No more than two technical representatives will be authorized access to the training and testing facilities for the duration of the Stage II Laboratory testing. The Offerors technical representatives shall submit visit requests using Attachment 006, Space & Terrestrial Communications Directorate (S&TCD) Unclassified Facility Visit Request Worksheet via email to Mr. Scott Newman (see Destination Organization Point of Contact in Attachment 006) no later than 96 hours prior to being admitted to the testing facility.
- f. Offerors shall configure their voice client products to support functional verification testing for each of the requirements in Exhibit A, Interoperable Software Voice Client Product Specification, Table 4.1 which are called out with a "T" in the "Method" column.

L.3.2.6 A statement of agreement to all the terms, conditions, and provisions of this solicitation.

L.3.2.6.1 The Offeror shall include a description of the commercial warranty proposed for this solicitation within this Volume. The commercial warranty description shall provide the Government with all commercially available warranties offered for the product components. The Offeror shall identify the product, manufacturer, and terms of each warranty as provided with the product delivery for Stage II Laboratory testing.

L.3.2.6.2 The Offeror shall provide its standard software maintenance plan within this Volume. The software maintenance plan description shall address ongoing software maintenance and future product upgrades.

L.3.2.7 Organizational Conflict of Interest

L.3.2.7.1 Offerors shall provide an affirmative statement that the Offeror does not have an Organizational Conflict of Interest as it applies to this solicitation.

L.3.2.7.2 The provisions of FAR 9.5, Organizational and Consultant Conflicts of Interest (OCI), apply to any award made under this solicitation. Potential Offerors shall review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage.

L.3.2.7.3 Offerors shall disclose any potential OCI situations to the Contracting Officer as soon as identified including prior to

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proposal submission. The disclosure shall include the facts and an analysis of the actual or perceived conflict and recommend an approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate or obviate the conflict. Mitigation is considered only if it is not practical to negate or obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

L.3.2.8 The Offeror shall provide a Small Business Subcontracting Plan as required by FAR 52.219-9 and in accordance with H.3 of this solicitation.

L.3.2.9 In the event that the Government decides to pursue the purchase of an Enterprise License at a later date, the Offeror shall provide the total cost for an Enterprise License within this volume. This pricing is for informational purposes only, and will not be formally evaluated as part of the pre-NIE Source Selection Process; however, this pricing must be submitted in order for the Offeror to be considered responsive. If an Offeror is unable to provide an Enterprise License, the Offeror shall provide a statement indicating such in this volume. An Enterprise License is defined as a license that is issued to allow unlimited use of the program throughout the organization, although there may be restrictions and limitations. An Enterprise License always foregoes the need to register the software each time it is installed on another computer; however, there may be a master password that is required to activate each copy.

L.3.3 VOLUME II: TECHNICAL

L.3.3.1. The Technical Factor shall consist of the requirements within the Threshold Capabilities as detailed below.

L.3.3.1.2 Threshold Capabilities: Offerors shall clearly establish conformance with all "Threshold" requirements of an Interoperable Software Voice Client Product, as prescribed in Exhibit A, Interoperable Software Voice Client Product Specification, by submitting the following:

a. A completed Capabilities Requirements Matrix (Attachment 001).

b. Supporting Compliance Documentation. The Offeror shall provide product documentation that substantiates responses to Attachment 001, Capabilities Requirements Matrix. Unsubstantiated claims may render the Offeror ineligible for award IAW M.2. Product documentation indicated as "Required" below must be submitted within this Volume. Additional product documentation can be submitted if any of the threshold requirements are not demonstrated by the "Required" product documentation.

i. Any one of the following documents, or equivalent, describing the functional capabilities of the software client being proposed by model number and software release number (Required):

- 1) Software Description Document
- 2) Software Design Specification

3) Other software feature documentation citing the documentation source and describing the features of the software client product

ii. The Voice Client Configuration Guide, or equivalent, describing the procedures for invoking the features of the voice client in the configuration by software release number (Required).

iii. Additional supporting data as indicated in Attachment 001, Capabilities Requirements Matrix, "Required Document Type" column (Required).

L.3.4 VOLUME III: PRICE

L.3.4.1 Offerors shall provide the following information in files which are MS Excel or MS Word 2003/2007 compatible:

L.3.4.1.1 For CLIN 0001AA - NIE and LBRR Basic Award, provide the predetermined fixed price amount of \$350,000. This amount is not negotiable.

L.3.4.1.2 For CLIN 0002AA - NIE Interoperable Software Voice Client (Option), provide the proposed lot price to meet the requirements identified in Section C.4.1 of the RFP.

L.3.4.1.2.1 In support of the proposed lot price, provide a brief narrative explaining how the proposed lot price was estimated. As part of the narrative, provide the following information for each license being proposed to meet the requirements and capabilities included in Section C.4.1 of the RFP:

- (a) The name of each license;
- (b) The quantity of each license;
- (c) The unit price of each license;
- (d) The extended price of each license;
- (e) A brief narrative explaining the basis for the proposed unit cost of each license; and
- (f) A brief narrative describing why each license is required.

L.3.4.1.3 For CLIN 0003AA - Software Maintenance - NIE (Option), provide the proposed lot price to meet the requirements identified in Section C.4.5 of the RFP.

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L.3.4.1.3.1 In support of the proposed lot price, provide an explanation of what is included in the proposed lot price and how the price was estimated.

L.3.4.1.4 For CLIN 0004AA - LBRR Interoperable Software Voice Client (Option), provide the proposed lot price to meet the requirements identified in Section C.4.2 of the RFP.

L.3.4.1.4.1 In support of the proposed lot price, provide a brief narrative explaining how the proposed lot price was estimated. As part of the narrative, provide the following information for each license being proposed to meet the requirements and capabilities included in Section C.4.2 of the RFP:

- (a) The name of each license;
- (b) The quantity of each license;
- (c) The unit price of each license;
- (d) The extended price of each license;
- (e) A brief narrative explaining the basis for the proposed unit cost of each license; and
- (f) A brief narrative describing why each license is required.

L.3.4.1.5 For CLIN 0005AA - Software Maintenance - LBRR (Option), provide the proposed lot price to meet the requirements identified in Section C.4.5 of the RFP.

L.3.4.1.5.1 In support of the proposed lot price, provide an explanation of what is included in the proposed lot price and how the price was estimated.

L.3.4.1.6 For CLIN 0006AA - NIE and LBRR FSR Support (Option), provide the proposed lot price to meet the requirements identified in Section C.4.3 of the RFP.

L.3.4.1.6.1 In support of the proposed lot price:

- (a) Provide the number of labor hours, by event (i.e. LBRR, Golden Vehicle Design, Fleet Build, NET, VALEX, COMEX and FIELDDEX, Pilot and NIE, & Recovery), used in estimating the proposed lot price;
- (b) Provide a brief narrative explaining how the hours were estimated; and
- (c) Identify the types of costs included in the proposed lot price.

L.3.4.1.7 For each CLIN 0007AA through 0007AH - First Year Production Interoperable Software Voice Client (Option), provide the proposed lot price to meet the requirements identified in Section C.4.4 of the RFP.

L.3.4.1.7.1 In support of the proposed lot price, provide a brief narrative explaining how the proposed lot price was estimated. As part of the narrative, provide the following information for each license being proposed to meet the requirements and capabilities included in Section C.4.4 of the RFP:

- (a) The name of each license;
- (b) The quantity of each license;
- (c) The unit price of each license;
- (d) The extended price of each license;
- (e) A brief narrative explaining the basis for the proposed unit cost of each license; and
- (f) A brief narrative describing why each license is required.

Note: If the proposed price and information required in Section L.3.4.1.7.1 of the RFP are the same for each CLIN 0007AA through 0007AH (since all of the CLINs have identical requirements), then the Offeror is only required to provide this information once and state that it applies to CLINs 0007AA through 0007AH.

L.3.4.1.8 For each CLIN 0008AA through 0008AH - First Year Software Maintenance - Production (Option), provide the proposed lot price to meet the requirements identified in Section C.4.5 of the RFP.

L.3.4.1.8.1 In support of the proposed lot price, provide an explanation of what is included in the proposed lot price and how the price was estimated.

Note: If the proposed price and information required in Section L.3.4.1.8.1 of the RFP are the same for each CLIN 0008AA through 0008AH (since all of the CLINs have identical requirements), then the Offeror is only required to provide this information once and state that it applies to CLINs 0008AA through 0008AH.

L.3.4.1.9 For each CLIN 0009AA through 0009AH - Second Year Production Interoperable Software Voice Client (Option), provide the proposed lot price to meet the requirements identified in Section C.4.4 of the RFP.

L.3.4.1.9.1 In support of the proposed lot price, provide a brief narrative explaining how the proposed lot price was estimated. As part

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of the narrative, provide the following information for each license being proposed to meet the requirements and capabilities included in Section C.4.4 of the RFP:

- (a) The name of each license;
- (b) The quantity of each license;
- (c) The unit price of each license;
- (d) The extended price of each license;
- (e) A brief narrative explaining the basis for the proposed unit cost of each license; and
- (f) A brief narrative describing why each license is required.

Note: If the proposed price and information required in Section L.3.4.1.9.1 of the RFP are the same for each CLIN 0009AA through 0009AH (since all of the CLINs have identical requirements), then the Offeror is only required to provide this information once and state that it applies to CLINs 0009AA through 0009AH.

L.3.4.1.10 For each CLIN 0010AA through 0010AH - Second Year Software Maintenance - Production (Option), provide the proposed lot price to meet the requirements identified in Section C.4.5 of the RFP.

L.3.4.1.10.1 In support of the proposed lot price, provide an explanation of what is included in the proposed lot price and how the price was estimated.

Note: If the proposed price and information required in Section L.3.4.1.10.1 of the RFP are the same for each CLIN 0010AA through 0010AH (since all of the CLINs have identical requirements), then the Offeror is only required to provide this information once and state that it applies to CLINs 0010AA through 0010AH.

L.3.4.2 In addition to the above information, the Government reserves the right to request additional or more detailed price breakdown data to support its determination of price reasonableness.

L.4 GOVERNMENT SUPPORT CONTRACTORS

Offerors are advised that Government Support Contractors (GSCs) from FemmeComp Inc., Netorian LLC, Jacobs Technology, Inc., The MITRE Corporation, Scientific Research Corporation, and Janus Research Corporation (information identified below) may serve as evaluators in, or provide support to, the source selection process.

L.4.1 The individuals employed by GSCs will be authorized access only to those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. The GSCs are expressly prohibited from competing on the subject acquisition. In accomplishing their duties related to the source selection process, the GSCs may require access to proprietary information contained in the Offeror's proposal. Pursuant to FAR Part 9.505-4, the GSCs must execute a Non-Disclosure Agreement with each Offeror that states that they will (1) protect the Offeror's information from unauthorized use or disclosure for as long as it remains proprietary, and (2) refrain from using the information for any purpose other than that for which it was furnished. To expedite the evaluation process, each Offeror must contact each of the GSCs to execute such an agreement with the Primes and its Subcontractors, as referenced below.

L.4.2 By Close of Business on TBD, Offerors shall submit to the Contracting Officer the agreements that have been fully executed with each of the GSCs (Primes and Subcontractors) listed below as of this date and identify those GSCs where discussions are still ongoing, including an estimated date of completion. These agreements shall be sent to the Contracting Officer via electronic mail to jaclyn.m.flewelling.civ@mail.mil or via postal mail to Jaclyn Flewelling, Contracting Officer, US Army TACOM (Attn: CCTA-ASG-A), 6501 E. Eleven Mile Road, Mailstop 322, Warren, MI 48397-5000. If an Offeror experiences difficulty in obtaining agreements by the date indicated above, the Offeror shall immediately notify the Contracting Officer via electronic mail and provide a list of and describe any issues associated with executing agreements with the GSCs.

L.4.3 In all cases, the Offeror shall submit fully executed agreements between the Offeror and each of the GSCs (Primes and Subcontractors) listed below prior to or with its proposal submission via ASFI BRS. Failure to submit all fully executed agreements with each GSC prior to or as part of proposal submission may make the Offeror ineligible for award IAW M.2.

L.4.4 The contact information for the GSCs identified in L.4 above is as follows:

i. FemmeComp Inc.
POC: Terri Mallon
[mailto: Terri.Mallon@femmecomp.com](mailto:Terri.Mallon@femmecomp.com)
703-961-1818 x169

ii. Netorian LLC
POC: Jeremy Brady
[mailto: jbrady@netorian.com](mailto:jbrady@netorian.com)
443-619-9759

Name of Offeror or Contractor:

iii. Jacobs Technology, Inc.
 POC: Erik A. Larson
 mailto: erik.larson@jacobs.com
 586-582-9345

iv. The MITRE Corporation
 POC: Bob Orlosky
 mailto: Rorlosky@mitre.org
 703-983-7622

v. Scientific Research Corporation
 POC: Jerry Goldbaugh
 mailto: jgoldbau@scires.com
 770-989-9408

vi. Janus Research Corporation
 POC: Nichole Rectenwald
 mailto: contract.admin@janusresearch.com
 706-364-9100

*** END OF NARRATIVE L0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.237-1	SITE VISIT	APR/1984
L-6	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-7	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
L-8	252.215-7008	ONLY ONE OFFER	JUN/2012
L-9	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order; certified for national defense, emergency preparedness, and energy program 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.

(End of Provision)

L-10	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

L-11	52.233-2	SERVICE OF PROTEST	SEP/2006
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(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command - Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000.

(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)

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L-12 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL AUG/1998
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART
101-29

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

L-13 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS JAN/2006
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION
INFORMATION SYSTEM (ASSIST)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil/>)
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-14 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://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

L-15 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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(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.

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

L-16 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004
(TACOM) (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-17 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011
(TACOM) (NON-US POSTAL SERVICE MAIL)

(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

(b) Handcarried offers, including disks or other electronic media, shall be addressed to:

U.S. Army Contracting Command - Warren
Bid Room, Bldg 231, Mail Stop 303
6501 East 11 Mile Road

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Warren, MI 48397-5000

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Handcarried offers must be delivered to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-18 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-19 DA, 52.215-5111 ABILITY ONE SUBCONTRACTING CREDIT APR/2010

a. In accordance with Public Law 102-396, AbilityOne organizations will be afforded the maximum practical opportunity to participate as subcontractors and suppliers in the performance of this contract.

b. As prescribed by 10 U.S.C. 2401d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219-703, Eligibility requirements for participating in the program, offers may receive credit toward the small business subcontracting goal for subcontracts placed with qualified nonprofit agencies participating in the AbilityOne program. AbilityOne organizations are qualified nonprofit agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

c. For additional information on AbilityOne's program and products see <http://www.abilityone.gov/index.html>

d. For additional information on DoD activities in support of AbilityOne, see http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html

[End of provision]

L-20 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2006

(a) Policy:

A protest to a U.S. Army Materiel Command forum is a protest to the agency, within the meaning of FAR 33.103. The HQAMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with

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the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQAMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQAMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQAMC-level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC command counsel is designated as the HQAMC protest decision authority. In the absence of the command counsel, the deputy command counsel is designated as the HQAMC protest decision authority.

(e) Time for Filing a Protest:

A HQAMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQAMC Office Hours are 8:00 AM to 4:30 PM Eastern Standard Time. Time for filing any document expires at 4:30 PM, Eastern Standard Time on the last day on which such filing may be made.

(f) Form of Protest:

HQAMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQAMC-Level Protests

- (1) To file an AMC-level protest, send the protest to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

(2) Within 10 working days after the protest is filed, the contracting officer, with the assistance of legal counsel, shall file with the HQAMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQAMC protest decision authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

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(5) For good cause shown, the HQAMC protest decision authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within one working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQAMC prior to award, a contract may not be awarded unless authorized by the HQAMC director of contracting, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQAMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.506, the contracting officer shall suspend performance. The HQAMC director of contracting may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQAMC protest decision authority.

(i) Remedies:

The HQAMC protest decision authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2);
- g. such other remedies as HQAMC protest decision authority determines necessary to correct a defect.

[End of Clause]

L-21 52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL MAR/1996
(TACOM) TOOLING

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS OF AWARD

M.1.1 The Government intends to award one contract for the Interoperable Software Voice Client Product as a result of this solicitation.

Selection of the successful Offeror shall be made following a two-stage assessment of each proposal against the requirements described herein and the criteria set forth below. Contract award will be made using a Lowest Price Technically Acceptable (LPTA) source selection process IAW FAR 15.101-2.

M.1.2 Award without Discussions: In accordance with FAR 52.215-1(f)(4), the Government intends to evaluate proposals and award a contract without discussions with Offerors (this excludes clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If conducted, discussions on pricing or other non-technical issues do not obligate the Government to discuss technical issues, nor do discussions on technical issues obligate the Government to discuss pricing or other non-technical issues. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.2 REJECTION OF OFFERS

M.2.1 Offerors must carefully read, understand, and provide all the information requested in Section L. If there are parts of Section L that the Offeror does not understand, the Offeror shall request clarification from the Contracting Officer prior to proposal submission. In accordance with FAR 52.215-1, contained in this RFP, the Government may reject any or all proposals if such action is in the Government's interest. Examples include, but are not limited to, the following:

- a. Merely offers to perform work according to the solicitation terms or fails to present more than a statement indicating its capability to comply with the solicitation terms and does not provide support and elaboration as specified in Section L of this solicitation; or
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity risks required to perform the RFP requirements, that may include submission of a proposal which is unrealistically high or low in price or unrealistic in terms of technical or schedule commitments; or
- c. Contains any unexplained significant inconsistency between the proposed effort and price proposal, which implies that the Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or
- d. Is unbalanced as to cost or price. An unbalanced offer is one which (a) is based on costs or prices significantly high or low for one given period versus another period or (b) the price of one or more contract line items is significantly over or understated. There must be a direct relationship between the effort expended and its cost or price for each year and each CLIN. See FAR 15.404-1(g) for more information on unbalanced offers; or
- e. Offers a product or services that do not meet all stated material requirements of the RFP; or
- f. Proposes exceptions to the attachments, exhibits, enclosures, or other RFP terms and conditions; or
- g. Fails to meaningfully respond to the proposal preparation instructions specified in Section L of this RFP; or
- h. Is unaffordable or unreasonable; or
- i. Fails to provide the completed NIE Planning Documents identified in L.3.2.4; or
- k. Fails to provide an affirmative statement that upon Contracting Officer notification, the Offeror will provide the software clients and laboratory engineering support as identified in L.3.2.5; or
- l. Fails to acknowledge amendments to the RFP; or
- m. Fails to submit fully executed Non-Disclosure Agreements with all GSCs (primes and subcontractors) listed in L.4.4 prior to or as part of its proposal submission.

M.3. EVALUATION PROCESS

M.3.1 Source Selection Authority

Name of Offeror or Contractor:

The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award.

M.3.2 Source Selection Evaluation Board (SSEB)

A Source Selection Evaluation Board (SSEB) has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation IAW the Evaluation Criteria for this solicitation. Careful, full and impartial consideration will be given to the evaluation of all proposals received pursuant to this solicitation.

M.3.3 Responsibility

M.3.3.1.Determination of Responsibility and Eligibility for Award: Per FAR 9.103, a contract will be placed only with Offerors that the Contracting Officer determines to be responsible; that is, those who can satisfactorily perform the necessary tasks and deliver the required items on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet the standards of responsibility set forth in FAR 9.104. In addition, the Government may assess the Offeror's financial ability to meet the RFP requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or its Significant Subcontractors) to aid the Contracting Officer in the evaluation of each Offeror's proposal and ensure that a selected Offeror is responsible. No award can be made to an Offeror who has been determined to be not responsible by the Contracting Officer. To ensure that the Offeror meets the responsibility criteria of FAR 9.104, the Government may:

- a. Arrange a visit to the Offerors plant and perform a necessary Pre-Award Survey, or
- b. Ask the Offeror to provide technical, production, quality, and/or financial information. If the Offeror does not provide the Government with the data as requested within 7 days from receipt of the request, or if the Offeror refuses to have the Government visit its facility, the Contracting Officer may determine the Offeror to be not responsible. If the Government visits the Offeror's facility, please make sure that the Offeror has current data relevant to its proposal available for the Government team to review.

M.4 EVALUATION FOR BASE CONTRACT AWARD

M.4.1 Selection of the successful Offeror will be made using a two-stage evaluation process as set forth herein, and one resultant contract will be awarded on a Lowest Price Technically Acceptable (LPTA) basis. The Government reserves the right to reject offers IAW M.2, Rejection of Offers.

M.4.2 Evaluation:

- (1) Stage I of the LPTA evaluation is a technical assessment based on the information provided in the Offeror's proposal.
- (2) Stage II of the LPTA evaluation is a continued technical assessment in a laboratory, and an assessment of the Offeror's total price. Only those Offerors found to be technically acceptable in Stage I will be evaluated in Stage II.

M.4.3 VOLUME II: TECHNICAL**M.4.3.1. Technical Evaluation: Stage I**

Stage I of the technical evaluation is an assessment of product compliance to the threshold requirements of the Interoperable Software Voice Client Product. Proposals will be rated as Acceptable or Not Acceptable. The evaluators will review data required in L.3.3. An Acceptable proposal demonstrates the proposed software client will meet each of the threshold requirements marked "D" in the "Method" column of Exhibit A, Interoperable Software Voice Client Product Specification, as evidenced by the Offeror's responses to Attachment 001, Capabilities Requirements Matrix, and the Supporting Compliance Documentation (L.3.3.1.2(b)) submitted in support thereof. In order to be considered for award, the Offeror's proposal must be rated Acceptable for 100 percent of the threshold requirements. Any Offeror's proposal assessed as Not Acceptable under the technical evaluation will be ineligible for award. An Offeror whose technical proposal is rated Not Acceptable will be notified that its proposal will no longer be considered for award.

M.4.3.2 Technical Evaluation: Stage II

Those Offerors rated Acceptable against the Stage I technical criteria will be asked to provide all client and server software and licensing to APG, MD that is necessary to facilitate the following capabilities: a total of six Voice Clients, one of which must support Power User features as defined in Section 3.2 of Exhibit A, Interoperable Software Voice Client Product Specification; 20 talk groups and dial-in talk group access for 20 concurrent dial-in participants; and recording capability for all 20 talk groups. Those Offerors will be required to provide on-site integration support and operational training to Laboratory Technicians at APG for Stage II, Laboratory Assessment, IAW L.3.2.5. Stage II of the evaluation will consist of a physical technical assessment in the laboratory at APG, MD to determine product compliance with the Interoperable Software Voice Client Product threshold requirements that are marked "T" in the "Method" column of Exhibit A, Interoperable Software Voice Client Product Specification. The software client will be assessed in an integrated environment as depicted in Attachment 005, Stage II Test Procedure. In the event an Offeror's product fails to meet a threshold requirement during test, the Offeror will be allowed one opportunity to adjust the laboratory configuration. Upon adjustment, the Government will retest the previously failed test. A maximum of one configuration retest per previously failed requirement will be

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allowed; however, the purpose of the test and evaluation is not to reveal deficiencies or significant weaknesses for possible remediation through discussions. The laboratory configuration adjustment and one configuration retest per previously failed requirement does not constitute the opening of discussions with the Offeror, nor does it allow the Offeror to revise its proposal in any way as a result.

Under Stage II of the LPTA evaluation, those proposals rated technically Acceptable will be evaluated for the total lowest evaluated price, which will include an assessment of price reasonableness. Only those products that demonstrate 100% of the Voice Client Product threshold requirements marked "T" in the "Method" column of Exhibit A, Interoperable Software Voice Client Product Specification, will be deemed technically Acceptable.

M.4.4 VOLUME III: PRICE

M.4.4.1 The Price Factor evaluation will consider the total evaluated price to the Government. For those proposals rated Acceptable under Stage I, the Government will evaluate the total evaluated price using one or more techniques identified in FAR 15.404 to determine if the total price proposed is fair and reasonable to accomplish the solicitation requirements.

M.4.4.1.1 The assessment of total evaluated price will include consideration of the reasonableness of the proposed firm fixed prices of all priced CLINs. Reasonableness exists when the offered price does not exceed what would be incurred by a prudent person in the conduct of competitive business. The Government may reject a proposal which is not reasonable IAW M.2.

M.4.4.1.2 Offerors shall note that the pricing of all proposals will be carefully reviewed to detect offers that are unbalanced as to cost or price. An unbalanced offer is one which (a) is based on costs or prices significantly high or low for one given period versus another period; or (b) the price of one or more contract line items is significantly over or understated. There must be a direct relationship between the effort expended and its cost or price for each year and each CLIN. The Government may reject a proposal which is unbalanced IAW M.2.

M.4.4.1.3 In the event the Government receives an offer from a HUBZone small business concern, a factor of 10 percent will be applied, IAW FAR 52.219-4, to the total evaluated price of other offers except as otherwise specified in the clause.

M.4.4.2 The Evaluated Price for CLIN 0001AA - NIE and LBRR Basic Award will be the predetermined fixed price amount of \$350,000.

M.4.4.3 The Evaluated Price for CLIN 0002AA - NIE Interoperable Software Voice Client (Option) will be the proposed lot price for this CLIN.

M.4.4.4 The Evaluated Price for CLIN 0003AA - Software Maintenance - NIE (Option) will be the proposed lot price for this CLIN.

M.4.4.5 The Evaluated Price for CLIN 0004AA - LBRR Interoperable Software Voice Client (Option) will be the proposed lot price for this CLIN.

M.4.4.6 The Evaluated Price for CLIN 0005AA - Software Maintenance - LBRR (Option) will be the proposed lot price for this CLIN.

M.4.4.7 The Evaluated Price for CLIN 0006AA - NIE and LBRR FSR Support (Option) will be the proposed lot price for this CLIN.

M.4.4.8 The Evaluated Price for CLINs 0007AA through 0007AH - First Year Production Interoperable Software Voice Client (Option) will be the proposed lot price for each CLIN.

M.4.4.9 The Evaluated Price for CLINs 0008AA through 0008AH - First Year Software Maintenance - Production (Option) will be the proposed lot price for each CLIN.

M.4.4.10 The Evaluated Price for CLINs 0009AA through 0009AH - Second Year Production Interoperable Software Voice Client (Option) will be the proposed lot price for each CLIN.

M.4.4.11 The Evaluated Price for CLINs 0010AA through 0010AH Second Year Software Maintenance - Production (Option) will be the proposed lot price for each CLIN.

M.4.4.12 Total Evaluated Price: The Government will evaluate Offeror(s) for award by summing the Evaluated Prices for all CLINs (0001AA, 0002AA, 0003AA, 0004AA, 0005AA, 0006AA, 0007AA through 0007AH, 0008AA through 0008AH, 0009AA through 0009AH, and 0010AA through 0010AH).

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

(a) We'll award a contract to the offeror that:

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]