

**U. S. DEPARTMENT OF COMMERCE
MOUNTAIN ADMINISTRATIVE SUPPORT CENTER
BOULDER, COLORADO**

SOLICITATION COVER SHEET--NEGOTIATED (RFP)

Solicitation No. : 52RANW000022

Offers are Solicited For: WSR-88D Radome Inspection and Repair Services, Supplies and Materials and Engineering Data

Total Small Business Set-Aside Yes No

WILL YOUR PROPOSAL BE REJECTED AS LATE?

Federal regulations require rejection of late proposals. A late proposal is one that reaches the bid depository even seconds after the time set for closing (see Block 9 on Page 1). See the solicitation provision entitled "Instructions to Offerors -- Competitive Acquisition" (FAR 52.215-1) for detailed information.

- * **DO** timely send or deliver your proposal to the exact address shown for receipt of offers.
- * **DO**, if you use an overnight delivery service, send your proposal at least two (2) working days before closing.
- * **DO** place the solicitation number on the outside of your envelope.
- * **DO** take your hand carried sealed offer to Building 22 before you deliver it to the bid depository identified in the solicitation so that it may be X-rayed and properly marked. Packages that do not bear proper X-ray markings will not be allowed in the David Skaggs Research Center, Building 33. Allow at least 30 minutes for this process. Delivery of hand carried packages to Building 22 for purposes of obtaining the X-ray markings does not constitute timely receipt at the bid depository specified in the RFP.

CHECK YOUR PROPOSAL CAREFULLY

- * Has your proposal been signed by an authorized agent?
- * Have you enclosed the number of copies of the proposal required by Section L?
- * Have you packaged the cost portion of your proposal separately from the technical/management portion of your proposal as required by Section L?
- * Have you completed Section K?

PLEASE REVIEW YOUR PROPOSAL CAREFULLY AND SEND IT IN EARLY!

SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. 52RANW000022	4. TYPE OF SOLICITATION [X] NEGOTIATED (RFP)
5. DATE ISSUED June 29, 2000	6. REQUISITION/PURCHASE REQ. NO. NWWG4200000900	
7. ISSUED BY CODE jlb	8. ADDRESS OFFER TO (If other than Item 7) BID DEPOSITORY, DOC, MASC, MC3 ACQUISITION MANAGEMENT DIVISION 325 BROADWAY BOULDER, CO 80303-3328	

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

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if handcarried, in the depository located in 7, until 3:00 p.m. local time on **7/31/00**. CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME: Jan Beer
 B. TELEPHONE NO.: (303)497-6320 (No Collect Calls)
 C. E-MAIL ADDRESS: Jan.L.Beer@noaa.gov FAX NUMBER: (303)497-3163

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 Previous edition is unusable

STANDARD FORM 33 (REV-9-97)
 FAR(48 CFR) 53.214(c)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 MINIMUM AND MAXIMUM CONTRACT AMOUNTS

During the period specified in the ORDERING clause (FAR 52.216-18), the Government will place orders totalling \$80,000.00 per year. The amount of all orders shall not exceed \$500,000.00 per year.

ITEM NO.	SUPPLIES/SERVICES	MINIMUM	MAXIMUM
B-1 Base Year (9/25/00-9/24/01)			
CLIN 0001	WSR-88D Radome Inspection and Engineering Evaluation Services	\$ 25,000	\$ 75,000
CLIN 0002	WSR-88D Radome Installation and Repair Services	\$ 25,000	\$200,000
CLIN 0003	WSR-88D Radome Supplies and Materials	\$ 25,000	\$200,000
CLIN 0004	WSR-88D Radome Engineering Data and Engineering Change Proposals	\$ 5,000	\$ 25,000
B-2 Option Year 1 (9/25/01-9/24/02)			
CLIN 0005	WSR-88D Radome Inspection and Engineering Evaluation Services	\$ 25,000	\$ 75,000
CLIN 0006	WSR-88D Radome Installation and Repair Services	\$ 25,000	\$200,000
CLIN 0007	WSR-88D Radome Supplies and Materials	\$ 25,000	\$200,000
CLIN 0008	WSR-88D Radome Engineering Data and Engineering Change Proposals	\$ 5,000	\$ 25,000

B.1 (Continued)

B-3 Option Year 2 (9/25/02-9/24/03)

CLIN 0009	WSR-88D Radome Inspection and Engineering Evaluation Services	\$ 25,000	\$ 75,000
CLIN 00010	WSR-88D Radome Installation and Repair Services	\$ 25,000	\$200,000
CLIN 00011	WSR-88D Radome Supplies and Materials	\$ 25,000	\$200,000
CLIN 00012	WSR-88D Radome Engineering Data and Engineering Change Proposals	\$ 5,000	\$ 25,000

B-4 Option Year 3 (9/25/03-9/24/04)

CLIN 00013	WSR-88D Radome Inspection and Engineering Evaluation Services	\$ 25,000	\$ 75,000
CLIN 00014	WSR-88D Radome Installation and Repair Services	\$ 25,000	\$200,000
CLIN 00015	WSR-88D Radome Supplies and Materials	\$ 25,000	\$200,000
CLIN 00016	WSR-88D Radome Engineering Data and Engineering Change Proposals	\$ 5,000	\$ 25,000

B-5 Option Year 4 (9/25/04-9/25/05)

CLIN 00017	WSR-88D Radome Inspection and Engineering Evaluation Services	\$ 25,000	\$ 75,000
CLIN 00018	WSR-88D Radome Installation and Repair Services	\$ 25,000	\$200,000
CLIN 00019	WSR-88D Radome Supplies and Materials	\$ 25,000	\$200,000
CLIN 00020	WSR-88D Radome Engineering Data and Engineering Change Proposals	\$ 5,000	\$ 25,000

B.2 ORDERING AUTHORITY

No work shall begin until a Task Order is authorized by the Contracting Officer. If mailed, a Task Order is considered "issued" when the Government deposits the order in the mail. Orders issued orally are considered "issued" upon receipt. Orders issued via facsimile or by electronic methods are considered "issued" when the order is physically transmitted by the Government's facsimile machine/computer.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 1352.211-70 STATEMENT OF WORK/SPECIFICATIONS (MAR 2000)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J, Attachment Number 1.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING FOR DOMESTIC SHIPMENT

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

D.2 PACKING FOR OVERSEAS SHIPMENT

Supplies shall be packed for overseas shipment in accordance with the best commercial export practice suitable for water movement to arrive undamaged at ultimate destination.

D.3 MARKING DELIVERABLES

Each item delivered shall be marked with the Contract number, Task Order Number, and Contractor's name. The Contract number shall be entered on or adjacent to all exterior mailing or shipping labels which are affixed to deliver items or containers/pallets of items.

D.4 SPECIAL PRECAUTIONS

In some cases, delivery may be to a remote site, and as such, may require delivered items to remain in an outside environment exposed to environmental conditions; therefore, packaging must be sufficient to adequately protect items from external weather conditions from the time of delivery until they are used.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 INSPECTION AND ACCEPTANCE

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.

(b) Inspection and acceptance will be performed at:

TO BE INDICATED ON INDIVIDUAL TASK ORDERS

(c) Inspection and acceptance of Contract Data Requirements List (CDRL) submissions will be performed at:

WSR-88D Operational Support Facility
Attn: To Be Designated at time of Award
3200 Marshall Ave., Suite 101
Norman, OK 73072

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR 1984

F.2 PERIOD OF PERFORMANCE

- a. The initial period of performance of this contract shall be for one (1) year from an intended commencement date of September 25, 2000.
- b. The Government may extend the term of this contract for four (4) additional one year periods in accordance with the clause "Option to Extend the Term of the Contract."

F.3 DELIVERY SCHEDULE

Delivery schedule(s) for all items and/or services will be indicated on individual Task Orders. Deliveries shall be within a minimum of 30-60 days after receipt of individual orders. Deliveries shall be less than 30 days for catastrophic events in accordance with the Statement of Work.

F.4 DELIVERY LOCATION

- (a) Shipment of deliverable items, other than reports, shall be to:

The address(es) indicated in individual
Task Orders

- (b) CDRL submissions shall be shipped to the following address:

F.4 (Continued)

WSR-88D Operational Support Facility
Attn: To Be Designated at time of Award
3200 Marshall Ave., Suite 101
Norman, OK 73072

F.5 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting the performance requirements, or when the Contractor anticipates difficulty in complying with contract delivery schedules or dates, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer, and the Contracting Officer's Technical Representative (COTR), in writing, giving the pertinent details, provided that this data shall be information only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MAR 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

G.2 1352.242-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAR 2000)

- a. (To be designated at time of award) is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract.

The COTR is located at:

Phone Number: _____

- b. The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the

G.2 (Continued)

COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.3 INVOICE ADDRESS

Invoices shall be mailed to:

NOAA/National Weather Service
NEXRAD Operational Support Facility
3200 Marshall Ave., Suite 101
Norman, OK 73072
Attn: Logistics Section (COTR)

G.4 ADDRESS TO WHICH PAYMENT SHOULD BE MAILED

In the space provided below, the Contractor is requested to indicate the address to which payment should be mailed, or indicate "same" if it is the same as the address shown on the solicitation form.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 1352.209-73 COMPLIANCE WITH THE LAWS (MAR 2000)

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

H.2 1352.233-70 HARMLESS FROM LIABILITY (MAR 2000)

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

H.3 TASK ORDERS

(a) In task order contracts all work shall be initiated only by issuance of a fully executed task order issued by the Contracting Officer. The work to be performed under these task orders must be within the scope of the contract. The Government is only liable for labor hours, supplies and materials expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work.

Charges for any work not authorized shall be disallowed.

(b) As the need for services arise, the Contracting Officer will issue "Task Order Requests" (Requests) to the Contractor. Each Request will include a Statement of Work and the time allowed for the Contractor to submit a proposal in response to the Request.

(c) The Contractor's proposal to the Government's Requests shall contain a minimum of the following:

(1) Labor hours, labor rates, names of individuals and their labor categories to be utilized under the order.

(2) Labor rates shall be the contract rates that are in effect at the time the task order is executed.

(3) A listing of the parts/components/equipment and associated prices to be utilized under the order that are in

H.3 (Continued)

effect at the time the task order is executed.

(4) If applicable, for each destination, proposed travel shall be broken down as follows:

- (i) Number of trips,
- (ii) Number of travelers,
- (iii) Duration of trip (including transit time),
- (iv) Cost of commercial transportation,
- (v) Daily per diem rates,
- (vi) POV mileage charges,
- (vii) Auto rental charges (if applicable), and
- (viii) Other proposed travel costs as appropriate.

(5) An explanation and basis for each item of "Other Direct Costs" proposed, such as materials and other components of the category.

(d) The Government will evaluate the Contractor's proposal and, if necessary, will conduct negotiations to arrive at a firm fixed-price for the Task Order.

(e) The Government reserves the right to issue firm fixed-price task orders without conducting negotiations. The Contractor shall have seven (7) calendar days after receipt of the order to raise any objections to the skill mix, hours, and other aspects of individual orders.

(f) The contract shall govern in the event of conflict with any task order. An order shall be considered to have been issued when the Government deposits it in the mail or, if transmitted by facsimile, when physically transmitted by the Government's facsimile machine.

(g) Oral task orders may be placed hereunder only in emergency circumstances. When such orders are placed, all material aspects of the order shall be agreed upon by the Contracting Officer and the order shall be confirmed by the issuance of a signed order within seven (7) days after issuance of an oral order. The COTR shall initiate the task order process by preparing a statement of work.

H.4 SUBCONTRACTING PLAN AND REPORTS (APPLICABLE TO LARGE BUSINESSES ONLY)

A. Subcontracting Plan

A subcontracting plan is required of prime contractors and subcontractors which hold contract, amendments, modifications, or options over \$500,000 (\$1,000,000 in the case of construction)

H.4 (Continued)

which offer subcontracting opportunities. Small business concerns are exempt from this requirement.

B. Subcontract Reports

The Contractor shall submit subcontract reports in connection with the performance of this contract; a report for subcontracting under this particular contract and a summary report when applicable (see paragraph (b) on subcontracts in all contracts between the Contractor and the Department of Commerce which contain subcontract goals for awards to small business and small disadvantaged business concerns.

(a) The Contractor shall submit a subcontracting report for this contract on Standard Form 294 (12-98). The report shall be submitted semi-annually in accordance with the General Instructions on the reverse side of the form. The report shall be submitted to:

Distribution	Addressee
Copy	Contracting Officer
Original	U. S. Department of Commerce The Office of Small and Disadvantaged Business Utilization, Room H6411 14th & Constitution, N.W. Washington, DC 20230

(b) The Contractor shall submit a summary subcontract report on all of its contracts with the Department of Commerce which have subcontracting goals on Standard Form 295 (12-98). The report shall be submitted quarterly in accordance with the General Instructions on the reverse side of the form, or annually if the subcontracts are covered by an approved company-wide annual subcontracting plan for commercial products. The report shall be submitted no later than 15 days following the close of each calendar quarter. The report shall be submitted to:

U. S. Department of Commerce
The Office of Small and
Disadvantaged Business
Utilization, Room H6411
14th & Constitution, NW
Washington, DC 20230

Copies of SF-294 and 295 are attached (see Section J herein) for your use.

H.5 SUBCONTRACTING GOALS
(APPLICABLE TO LARGE BUSINESSES ONLY)

(a) It is the policy of the U.S. Department of Commerce that where subcontracting opportunities exist prime contractors' subcontracting plans meet the following goals:

	FY2000	FY2001
Small Businesses	44%	*TBD
Minority Business	18%	*TBD
Women-owned Businesses	8%	*TBD
HUBZone	1.5%	2.0%

(b) Where established goals cannot be met, the Contractor shall clearly indicate in its Subcontracting Plan all efforts undertaken to locate qualified sources and the result of the research.

(* - To Be Determined)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.211-5	MATERIAL REQUIREMENTS	OCT 1997
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN Alternate II (JAN 1999)	OCT 1999
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN 1999
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998

I.1 (Continued)

NUMBER	TITLE	DATE
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE Alternate II (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMERCIAL VESSELS Alternate I (APR 1984)	JUN 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.1 (Continued)

NUMBER	TITLE	DATE
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I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e) (1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (DEVIATION NOV 1990) (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services as defined in subsection 101(3), title 37, United States Code.

I.3 (Continued)

- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State,

I.3 (Continued)

regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- (3) The prohibitions of the Act do not apply under the following conditions:
 - (i) Agency and legislative liaison by own employees.
 - (A) The prohibition on the use of appropriated funds, in subparagraph (b) (1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (B) For purposes of subdivision (b) (3) (i) (A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for

I.3 (Continued)

any covered Federal action:

- (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b) (3) (i) (A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b) (1) of this clause, does not apply in the case of--

- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation,

I.3 (Continued)

submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

- (B) For purposes of subdivision (b) (3) (ii) (A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this

I.3 (Continued)

section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
 - (D) Only those services expressly authorized by subdivisions (b) (3) (ii) (A) (1) and (2) of this clause are permitted under this clause.
 - (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.
- (iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b) (1) of this clause, does not apply to the following sales activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter;

- (A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (B) Technical discussions and other activities regarding the application or adoption of the person's products or services for an agency's use.

(c) Disclosure.

- (1) The Contractor who requests or receives from an agency a

I.3 (Continued)

Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b) (1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c) (1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or

I.3 (Continued)

amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through September 24, 2001, except that the contract may be further extended in accordance with the clause of this contract entitled "Option to Extend the Term of the Contract."

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

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

I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$200,000.00;

(2) Any order for a combination of items in excess of \$500,000.00; or

I.5 (Continued)

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above, or the yearly maximum stated in B.1.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective

I.6 (Continued)

period; provided, that the Contractor shall not be required to make any deliveries under this contract after the date specified on each Task Order.

I.7 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 the time period specified in the Schedule.

I.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor on or before the first day of the option period, provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, except that the contract may be further extended in accordance with the clause of this contract entitled "Option to Extend Services (NOV 1999)", FAR 52.217-8.

I.9 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION)

- (a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's

I.9 (Continued)

organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause-

(1) Includes, but is not limited to, openings that occur in jobs categorized as-

- (i) Production and nonproduction;
- (ii) Plant and office;
- (iii) Laborers and mechanics;
- (iv) Supervisory and nonsupervisory;
- (v) Technical; and
- (vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as-

- (i) Employment;
- (ii) Upgrading;

I.9 (Continued)

- (iii) Demotion or transfer;
 - (iv) Recruitment;
 - (v) Advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.
- (c) Listing openings. (1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.
- (3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised

I.9 (Continued)

the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

- (5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability. (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the

I.9 (Continued)

Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

I.10 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee class	Monetary Wage	Fringe Benefits
Elec. Tech.(FB incl.)	\$21.18	

I.11 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a) (2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

I.11 (Continued)

(b) Mandatory submission of Contractor's EFT information.

- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by 11/01/00. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment

I.11 (Continued)

office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
- (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT

I.11 (Continued)

information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
 - (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).

I.11 (Continued)

- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.12 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 Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.13 PATENT NOTIFICATION PROCEDURES REQUIRED BY THE NORTH AMERICAN FREE TRADE AGREEMENT

Pursuant to Executive Order 12889, the Department of Commerce (DoC) is required to notify the owner of any valid patent covering technology whenever the DoC or its contractors, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner.

To ensure proper notification, if the contractor uses or has used patented technology under this award without a license or permission from the owner, the contractor must notify the DoC Patent Counsel at the following address, with a copy to the Contracting Officer:

Department of Commerce
Office of Chief Counsel for Technology
Patent Counsel
14th Street and Constitution Avenue, N.W. Room H-4610
Washington, DC 20230

The notification shall include the following information:

- the contract award number
- the name of the DoC awarding agency
- a copy of the patent

I.13 (Continued)

- a description of how the patented technology was used.
- the name of the contractor's contact, including an address and telephone number.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS-STATEMENT OF WORK/SPECIFICATIONS
THAT ARE HEREBY MADE A PART OF THIS SOLICITATION AND
ANY RESULTANT CONTRACT

1. Statement of Work/Specifications (5 Pages)
2. Contract Data Requirements List, DD Form 1423 (17 Pages)
 - A001 - Engineering Evaluation Report
 - A002 - Installation/Repair Services Completion Report
 - A003 - Engineering Change Proposal
 - A004 - Specification Change Notice
 - A005 - Notice of Revision
 - A006 - Product Drawings and Associated Lists
 - A007 - Configuration Status Accounting Information
3. WSR-88D Systems List by City/State (3 Pages)
4. Site Selected List of Radome Paint Colors (1 Page)
5. SF-LLL and LLL-A, Disclosure of Lobbying Activities (3 Pages)
6. SF-294 Subcontract Report for Individual Contracts (2 Pages)
7. SF-295 Summary Contract Report (2 pages)
8. Department of Labor Wage Determinations (These will be provided, under separate cover, upon Offeror Request)

J.2 LIST OF ATTACHMENTS FOR INFORMATION PURPOSES ONLY

1. Exhibit A - Past Performance Evaluation Form
2. Exhibit B - Task Order Scenarios
 - T-1
 - T-2
 - T-3

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORSK.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (APR 1985)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a) (3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the

K.1 (Continued)

prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a) (2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
DEVIATION (JAN 1990)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

K.2 (Continued)

Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend this disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

- (a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the

K.3 (Continued)

accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN:_____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other_____.

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

K.3 (Continued)

Name _____

TIN _____

K.4 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 Representations, of this solicitation.]
The offeror represents that it [] is a women-owned business concern.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving

K.5 (Continued)

stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision

(a) (1) (i) (B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

K.5 (Continued)

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(MAY 1999)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 7389.
- (2) The small business size standard is \$5.0 million average annual receipts for an offeror's preceeding 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

(c) Definitions.

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

K.6 (Continued)

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS
(OCT 1999)

- (a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) Representations.

- (1) General. The offeror represents, as part of its

K.7 (Continued)

offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b) (1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

K.7 (Continued)

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE
REPORTING (OCT 1996)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that—
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in

K.10 (Continued)

section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or—

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b) (1) (A) of EPCRA, 42 U.S.C. 11023(b) (1) (A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulations; or
- (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.11 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

K.11 (Continued)

Signature: _____

Title: _____

Date: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS

L.1 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>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991

L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE
ACQUISITION (FEB 2000)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before

L.2 (Continued)

award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c) (1) (i) and (c) (1) (ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this

L.2 (Continued)

solicitation; and

- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

L.2 (Continued)

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

L.2 (Continued)

- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a

L.2 (Continued)

contract without discussions with offerors (except 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 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.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:

L.2 (Continued)

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity contract with firm fixed-price task orders resulting from this solicitation.

L.4 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation or contract 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 or contract of any Commerce Acquisition Regulation provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.5 1352.252-71 REGULATORY NOTICE (MAR 2000)

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

L.6 1352.215-73 INQUIRIES (MAR 2000)

Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. They must be received no later than fifteen calendar days after the date of this solicitation. All responses to the questions will be made in writing and included in an amendment to the solicitation.

L.7 1352.233-71 SERVICE OF PROTESTS (MAR 2000)

An agency protest may be filed with either (1) the Contracting Officer, or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (Internet site: <http://oamweb.osec.doc.gov/conops/reflib/alp1296.htm>) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority).

Agency protests filed with the Contracting Officer shall be sent to the following address:

Contracting Officer
Acquisition Management Division
325 Broadway, MC3
Boulder, CO 80303-3328

If a protest is filed with either the Protest Decision Authority, or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be served upon both the Contracting Officer and Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO. Service upon the Contract Law Division shall be made, as follows:

U.S. Department of Commerce
Office of the General Counsel
Contract Law Division--Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
Attn: Jerry Walz, Esquire
FAX: (202) 482-5858

L.8 1352.242-71 POST-AWARD CONFERENCE (MAR 2000)

A post-award conference with the successful offeror may be required. If required, it will be scheduled and held within 10 days after the date of contract award. The conference will be held at:

To Be Determined at time of Award

L.9 PROPOSAL PREPARATION AND SUBMISSION

(a) General Instructions

L.9 (Continued)

Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by public law, executive order, or acquisition regulations in effect at the time of execution of the proposed contract will be included.

Proposals must be prepared in two parts: a cost/price proposal (Volume I) and a technical proposal (Volume II). Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The proposal shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the offeror, the date, and the solicitation number.

The offeror shall submit one original of their proposal, marked as such, and six (6) copies. Each volume shall be clearly marked by volume number and title.

The Project Evaluation Team will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this Statement of Need. Only those offerors determined to be in the competitive range may be asked for oral presentations.

NOTE: As a condition for award, offerors shall include in their proposal a letter from the OEM (L3 Communications-ESSCO) stating that the OEM will sell the required panels to the offeror, together with the proper statement concerning OEM permission to use the proper manuals and the engineering and maintenance data associated with the WSR-88D Radome, Model S38- 90, Part Number 8531-1, CAGE 15175.

(b) Overall Arrangement of Proposal

(1) Volume I COST/PRICE PROPOSAL

(A) Solicitation, Offer, and Award Form SF-33. (TAB A) The form must be executed by representatives of the offeror authorized to commit the offeror to contractual obligations. Offerors shall sign the SF-33 in Block 17. Include one signed original and two signed copies.

(B) Offeror Representations and Certifications are to be fully executed and included in Volume I. (TAB B)

(C) Cost/Price Supporting Documentation. (TAB C) The information requested in the proposal is required to enable

L.9 (Continued)

the Government to perform cost or price analysis and ultimately to enable the Government and the Contractor to negotiate fair and reasonable prices. Offerors shall submit a standard list of parts obtained from the OEM (indicating part number, name and unit costs for these parts as a basis for the estimates submitted for CLIN 0003, 0007, 0011, 0015, and 0019. This list of parts will become a part of the contract document. Offerors shall submit a listing of all possible labor categories, including a description of duties, and fully burdened labor rates that may be used for performance of task orders. These labor categories and labor rates shall be used as a basis of estimate for task order proposal submissions. Labor rates, labor categories and job descriptions will become a part of the contract document.

(D) Assumptions, Conditions, or Exceptions. (TAB D). Offerors must submit, under a separate tab, all (if any) assumptions, conditions, or exceptions upon which the Cost/Price proposal is based.

(2) VOLUME II TECHNICAL PROPOSAL

The technical proposal shall not merely offer to perform work in accordance with this Statement of Need (SON), but shall outline the actual work proposed as specifically as practical. This SON reflects the problems and objectives of the program under consideration; therefore, merely repeating the work described in the SON without sufficient elaboration will not be acceptable.

The following topics shall be discussed in the offeror's proposal. These topics comprise the main criteria that will be evaluated for contract award, as described in Section M of this SON.

(A) Technical Qualifications. (TAB A) The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate the offeror's understanding and management of important events or tasks. The offeror must explain how the management and coordination of consultant and subcontractor efforts will be accomplished.

Sample Task Order scenarios are included in Section J, Exhibit B. Offerors shall address these sample tasks by demonstrating their technical understanding for accomplishing these sample task scenarios.

(B) Management Capabilities/Corporate Experience. (TAB B) The technical proposal must provide the general background, experience, and qualifications of the organization. The proposal must include a list of names and proposed duties of the key personnel and their effectiveness and reliability. The proposal must address the company's ability to recruit and maintain

L.9 (Continued)

qualified personnel. Offerors must demonstrate their ability to accurately estimate and control cost and schedule for task completion. Offerors shall describe their quality assurance program.

(C) Past Performance. (TAB C)

(i) A list of all contracts and subcontracts completed over the past five years (both Government and non-Government), that have similar scope, requirements, and/or complexity to the project addressed by this SON. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

- Name of contracting activity
- Contract number
- Contract type
- Total contract value
- Contract work
- Contracting Officer and telephone number
- Project Manager and telephone number
- List of major subcontractors

(ii) Offerors may provide information on problems encountered on the contracts and subcontracts identified above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts. General information will be obtained from the references.

(iii) Offerors may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for the services required.

(iv) Each offeror will be evaluated on his/her performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Evaluation Form in Section J, Exhibit A will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received and used in the evaluation of the offeror's past performance.

(v) Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's

L.9 (Continued)

proposal and relative capability to meet performance requirements.

Information utilized will be obtained from the references listed in the proposal, other customers known to the Government, and others who may have useful and relevant information. Information will also be considered regarding any significant subcontractors, and key personnel records.

(vi) Evaluation of past performance will often be quite subjective based on consideration of all relevant facts and circumstances. It will include determination of the offeror's commitment to customer satisfaction and will include conclusions of informed judgment. However, the basis for conclusions of judgment will be documented.

(vii) If an offeror, or the proposed employees or key personnel for the offeror, do not have a past performance history relating to this SON, the offeror will not be evaluated favorably or unfavorably on this factor.

L.10 ORAL PRESENTATION

(a) General: Oral presentations will only be required of those offerors determined to be within the competitive range. The Contracting Officer will contact the offeror to schedule the date and time for oral presentations. Upon completion of oral presentations, a question and answer session will be conducted to address any points that may require further elaboration.

(b) Purpose: The purpose of the oral presentation is to allow the Project Evaluation Team to assess each offeror's knowledge and understanding of the program and the Government's program objectives, and to assess each offeror's capability to satisfy the requirements as outlined in this Statement of Need (SON).

(c) Schedule: Once the competitive range is determined, the Contracting Officer may schedule oral presentations and notify each offeror of the schedule date, time and location in Norman, Oklahoma of its presentation. Oral presentations will be scheduled at the earliest practicable date. The offerors must make oral presentations in accordance with these instructions and any additional instructions that the Contracting Officer may provide.

Requests from offerors to reschedule their presentation will not be entertained and no rescheduling of presentations will be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process.

(1) Offerors will be given 15 minutes for set up. After opening remarks by the Government, the offeror will be given a

L.10 (Continued)

maximum of 1 hour to make the best case that they can to convince the Government they should be selected to perform this contract. The presentation will be stopped precisely at 1 hour.

Upon completion of the presentation, the Project Evaluation Team will caucus to discuss the offeror's presentation and to formulate any questions or clarifications posed by the Project Evaluation Team. The question and answer session is expected to last no more than one (1) hour. If necessary, the offeror may briefly caucus to coordinate responses to specific questions or clarifications. The total presentation, caucus, and question and answer session are expected not to exceed 4 hours.

(2) The Contracting Officer and Project Evaluation Team Chairperson will be responsible for ensuring the schedule is met and that all offerors are given the same opportunity to present and ask or answer questions.

(d) Oral Presentation Media: In conjunction with the presentation, the offeror shall provide 7 appropriately bound hard copies of the presentation materials (include slides, transparencies, etc.) The hard copy of the presentation materials will be incorporated into and become part of the contract.

There is no limit to the number of slides that can be presented during the oral presentation, but only those slides presented will be considered. Any additional slides or materials over and above those presented will be returned to the offeror and will not be evaluated as part of this source selection. No other media may be used. Presentation media is limited to computer-based graphics of the offeror's choice or normal viewgraph slides displayed using an appropriate projector. Unobtrusive company logos or names can be inserted in any or all slides. Slides should be sequentially numbered in the lower right hand corner. Transition effects shall not be used. The slides shall not contain any fonts smaller than a proportionately spaced font (such as Times New Roman) of at least 12 points.

Except for the screen provided in the conference room, the Government will not provide equipment. The offeror shall be responsible for any equipment necessary for the presentation.

The offeror may not record any of the oral presentation topics.

(e) Participation and Attendance: It is preferred that the offeror's key personnel (personnel that may be assigned to a specific task order) conduct the oral presentation. No more than three additional people (e.g., CEO's, company presidents, legal or contract representatives, etc.) may attend. These additional people will not be allowed to present at the oral presentation, except as part of a brief introduction that will not be evaluated,

L.10 (Continued)

but will count towards the offeror's allotted time. For the remainder of the oral presentation, only key personnel shall present.

(f) Evaluation: The evaluation of oral presentations will be based on the evaluation criteria in Sections L and M of this SON.

Therefore, in preparing the oral presentation and accompanying written submissions, carefully review Sections L and M.

(g) Topics: During the oral presentation, the offeror must address the following topics:

- (1) Technical Qualifications
- (2) Management Capabilities/Corporate Experience
- (3) Past Performance

The above is not meant to be an "all inclusive" list of what is to be discussed. Each offeror must decide what information best represents its organizational abilities and capabilities to perform the specified work. The oral presentations should clearly demonstrate an offeror's understanding of the work.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 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>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 METHOD OF AWARD

(a) This is a best value, competitive requirement. Award will be made to the offeror: whose offer conforms to the solicitation requirements; who is determined responsible in accordance with the Federal Acquisition Regulations (FAR) by possessing the financial and other capabilities to fulfill the requirements of the contract; and whose proposal is judged, by an integrated assessment of price and other evaluation factor(s) listed in Sections L and M, to be the most advantageous to the Government.

(b) The Government intends to award a single contract from this solicitation. The Government reserves the right not to award a contract depending on the quality of the proposal(s) submitted and the availability of funds.

(c) All evaluation factors other than cost or price are significantly more important than cost or price; therefore, award may be made to other than the lowest priced technically acceptable proposal.

M.3 EVALUATION CRITERIA

M.3 (Continued)

(a) Technical Criteria

Factor A -- Technical Qualifications 35%

Evaluation of this factor will be based on information contained in the technical proposal and the sample task order scenarios that demonstrates the degree of the offeror's understanding of the requirements.

Factor B -- Management Capabilities/Corporate Experience 35%

Evaluation of this factor will be based on the general background, experience, and qualifications of the organization and its key personnel as it relates to projects of a similar nature.

Factor C -- Past Performance 30%

Performance by the offeror and its subcontractor(s) as it relates to all solicitation requirements, including the quality of services and products, effectiveness of cost management/control, timeliness of performance, and customer satisfaction; and indication of ability to improve performance through proactive management.

Evaluation of this factor will be based on the information contained in the technical proposal and information provided by references. The Government will evaluate past performance by contacting the references selected at random or a specific reference identified by the offeror. The Government may also consider other information available.

(b) Cost/Price Evaluation

(1) The proposed cost/prices will be evaluated but not scored. The cost evaluation will determine whether the proposed costs are realistic, complete, and reasonable in relation to the sample task order scenario requirements. Proposed costs must be entirely compatible with the technical proposal for the task orders.

(2) Although cost/price is the least important evaluation factor, it will not be ignored. The degree of importance of the proposed price/cost will increase with the degree of equality of the proposals in relation to other factors on which selection is

M.3 (Continued)

to be based.

(3) The Government reserves the right to make an award to other than the lowest price offeror or to the offeror with the highest technical score if the Project Evaluation Team determines that to do so would result in the best value to the Government.

Attachment 1
5 pages

STATEMENT OF WORK

C.1 STATEMENT OF WORK

C.2 INTRODUCTION

The Government requires Contractor technical evaluation and support services for life-cycle maintenance and catastrophic recovery of the radomes existing in its weather radar network.

C.3 BACKGROUND

The Next Generation Weather Radar (NEXRAD) program is a joint effort of the Department of Commerce (DOC), the Department of Defense (DOD), and the Department of Transportation (DOT). The operational user agencies involved are the DOC's National Weather Service (NWS), the DOD's United States Air Force (USAF) and Naval Meteorological and Oceanography Command (NMOC), and the DOT's Federal Aviation Administration (FAA). The NEXRAD Program has deployed 158 operational and 8 non-operational (training, test, and repair) Weather Surveillance Radar - 1988 Doppler (WSR-88D) weather radar systems throughout the United States and at selected overseas locations.

The WSR-88D Operational Support Facility (OSF) has support management responsibility for these radars for the tri-agency NEXRAD program. Part of the support management responsibility associated with these radars is the maintenance of the Radome structure in a fully operational condition to ensure the mission of the tri-agency radar network can be continuously met. Timeliness of radome repairs, both routine as well as catastrophic failure replacement, is critical to the mission of the WSR-88D radar system.

The WSR-88D Radome was designed and manufactured by L3 Communications - ESSCO (Formerly Electronic Space Systems Co.). The Radome configuration is Model S38-90, Part Number 8531-1 and its associated subsystems whose design and engineering data is the proprietary property of the original equipment manufacturer (OEM) L3 Communications - ESSCO (CAGE - 15175). Consistency in the radome configuration baseline is mandatory at all WSR-88D sites to sustain the quality of the meteorological products generated as a result of the radar antenna sending and receiving signals at the specific frequency assigned to NEXRAD. Changing the characteristics of the S38-90 radome engineering design would adversely impact the quality of meteorological products produced by the NEXRAD radar. Because the WSR-88D radome is a rigid spherical structure which encloses the antenna equipment and protects it from the elements, the structural soundness of the sphere must be maintained to ensure the protection of the other radar equipment. Any delamination of a radome panel can contribute to the weakening of the spherical structure and subsequent protection of radar equipment. It is necessary to periodically inspect the soundness of the radome and lightning protection system conditions at various WSR-88D sites which are exposed to extreme environments or have experienced a catastrophic event. Additionally, some radomes are located at remote mountainous sites with severe weather environments where the wind and ice loading are

excessive. These sites are only accessible at certain times of the year for a limited period of time and require frequent maintenance. Timeliness of inspection and subsequent repair are critical in these situations to restore the WSR-88D radome to its original operational condition. WSR-88D radars must be 96% operationally available in order to meet the diverse meteorological missions of the NEXRAD tri-agency partners.

The Government does not own data rights to the engineering and maintenance data associated with the WSR-88D Radome. Procurement of these rights was dropped from the original NEXRAD acquisition contract with Lockheed Martin Corporation, 50-DMNW-8-00032, by Modification 56 as being cost prohibitive to the Government. The Government's WSR-88D Operational Support Facility has copies of the engineering and maintenance data but does not have permission from the original equipment manufacturer, L3 Communications - ESSCO, to distribute it outside the U.S. Government. Additionally, the Government does not have resources, either personnel, funding or facilities, to acquire, replenish and manage supplies and materials as Government Furnished Material (GFM).

C.4 SCOPE

This work statement provides for initial WSR-88D Radome inspection and engineering evaluation services. Based on the results of these evaluation services, this work statement provides for the WSR-88D Radome Installation and Repair Services for timely restoration of the inspected radome to its original condition, and WSR-88D Radome Supplies and Materials required for restoration of the inspected radome to its original condition. Finally, this work statement provides for the delivery of WSR-88D Radome Engineering Data and Engineering Change Proposals resulting from the inspection and engineering evaluation services in the event the current WSR-88D Radome data and configuration identification cannot continue to support the requirements of the WSR-88D Radar as it evolves in its life cycle.

C.5 DETAILED WORK STATEMENT

C.5.1 WSR-88D RADOME INSPECTION AND ENGINEERING EVALUATION SERVICES (CLIN 0001, 0005, 0009, 0013 AND 0017)

Upon receipt of a task order for a specific WSR-88D Radome site or sites, the Contractor shall provide WSR-88D Radome inspection and engineering evaluation services for the individual radome(s) and provide a written report in Contractor format (CDRL A001 provided in Attachment 2, Section J of this solicitation/contract) of the original installation and current condition of each inspected WSR-88D Radome. The list of WSR-88D sites and their locations is provided in Attachment 3, Section J to this solicitation/contract. Inspections shall be based on the engineering data of Model S38-90 Radome, Part Number 8531-1 as specified by the original equipment manufacturer (OEM) L3 Communications - ESSCO. The extent of the inspection shall consist of internal and external inspections of the radome's condition appropriate for accurate determination of its condition.

Inspection results shall reflect requirements for correction, if any, of the existing radome condition to restore it to a technically acceptable condition as specified by the OEM in their engineering data or maintenance manuals. The task order may be initiated in response to a catastrophic event, a suspected corrective maintenance requirement, or a Government engineering concern requiring Contractor engineering evaluation. Inspection and Engineering Evaluation Services in response to a catastrophic event will be considered an emergency situation and require response by the Contractor within a 24 hour period. In the event that catastrophic restoration or corrective maintenance is recommended as a result of the inspection and engineering evaluation, the Contractor shall indicate in its written report all parts (repairables, consumables, expendables) required, tools and test equipment required, personnel required, technical procedures and data required, repair time required, lead time for parts availability and proposed cost of each to restore the radome to its original condition. The report shall indicate the urgency of the maintenance requirement. All estimates provided by the Contractor shall be based on the Contractor performing all of the maintenance required and providing all the materials and parts required directly to the WSR-88D Radome site.

The Government will provide a Point of Contact (POC) for Radome site coordination at or prior to Contractor notification of CLIN 0001 (0005, 0009, 0013, & 0017) delivery. Government assistance to the Contractor will include directions to and admittance to the Radome site and turning the WSR-88D Radar system off and on during the CLIN 0001 (0005, 0009, 0013, & 0017) performance.

C.5.2 WSR-88D RADOME INSTALLATION AND REPAIR SERVICES (CLIN 0002, 0006, 0010, 0014 AND 0018)

Upon receipt of a task order, the Contractor shall provide WSR-88D Radome Installation and Repair Services for a specific WSR-88D Radome site or site(s) as indicated in the order. The order shall be based on the results provided by the Radome Inspection and Engineering Evaluation Services in CLIN 0001 (0005, 0009, 0013, & 0017). The list of potential WSR-88D sites and their locations is provided in Attachment 3, Section J to this solicitation/contract. The specific radome installation and repair services can range from the installation/restoration of a complete radome, or installation and repair of any combination subset of components of a complete radome as specified in the Original Equipment Manufacturer's (OEM) technical documentation for the WSR-88D Radome, Model S38-90, Part Number 8531-1, and its subsystems. The Contractor shall paint in compliance with local and state laws and regulations all new installation parts to match the existing Radome Paint system. All WSR-88D Radomes are white except for the sites listed in Attachment 4, Section J to this solicitation/contract where the appropriate radome color is indicated.

The Contractor shall provide all labor, materials, equipment, and supplies to dismantle, remove, install, replace, or repair damage to the WSR-88D Radome specified in the task order. Installation and Repair parts and pieces shall be provided by the Contractor in CLIN 0003 (0007,

0011, 0015, & 0019) to support the WSR-88D Radome Installation and Repair Services required in this CLIN. Prior to any work being carried out, the Contractor shall submit a detailed Health and Safety Plan for approval by the Contracting Officer. All work shall be performed on the tower without radome removal unless specifically directed by the Government in the task order.

Total downtime for the WSR-88D system shall be indicated in the task order but in no case shall downtime exceed 12 calendar days for total radome replacement. Other repairs are anticipated to take considerably less time. Certain weather events may require the work to be delayed by the site's Meteorologist in Charge. If this situation occurs, the Contractor shall immediately contact the Contracting Officer or the Contracting Officer's Technical Representative (COTR). The Contractor is responsible for complete site clean up and restoration including removal and disposal of used radome panels and materials. In the event of a catastrophic restoration, the Contractor is responsible for restoration of the site for anything that was dismantled to gain access to the Radome. An example of this would be restoration of site fencing which was removed to facilitate the use of a crane.

The Contractor shall have quality control procedures in place to ensure radome installation and repair services are consistently and correctly performed to meet standards prescribed in the OEM technical and maintenance data so that the radome is restored to an operationally acceptable condition. The Contractor shall provide written certification that the installation/repair services completed have restored the WSR-88D Radome to a serviceable and operational condition in compliance with OEM specifications.

The Contractor shall provide seven (7) calendar days advance notice to the Contracting Officer and Contracting Officer's Technical Representative prior to the date of arrival of work crews at a WSR-88D site.

Within 30 days of work completion of each Task Order, the Contractor shall submit an Installation/Repair Services Completion Report in accordance with the requirements of Contract Data Requirements List (CDRL) A002 provided in Attachment 2, Section J this solicitation/contract.

The Government will provide a POC for Radome site coordination at or prior to Contractor notification of CLIN 0002 (0006, 0010, 0014, & 0018) delivery. Government assistance to the Contractor will include directions to and admittance to the Radome site and turning the WSR-88D Radar system off and on during the CLIN 0002 (0006, 0010, 0014, & 0018) performance.

C.5.3 WSR-88D RADOME SUPPLIES AND MATERIALS (CLIN 0003, 0007, 0011, 0015, and 0019)

Upon receipt of a task order, the Contractor shall provide supplies/materials to include all parts and materials necessary to install, replace, or repair the WSR-88D Radome or any of its components including replacement of the entire radome and accessories such as aircraft warning

lights and lightning rods required for the performance of CLIN 0002 (0006, 0010, 0014, & 0018). The Contractor shall deliver all parts and materials required in a new, unused condition, to the WSR-88D radome site specified in the task order. The order shall be based on the results provided by the Radome Inspection and Engineering Evaluation Services in CLIN 0001. The list of potential WSR-88D sites and their locations is provided in Attachment 3, Section J to this solicitation/contract.

The Government will provide a POC for WSR-88D Radome site coordination at or prior to Contractor notification of CLIN 0003 delivery. Government assistance to the Contractor will include directions to and admittance to the WSR-88D Radome site. The Contractor shall be responsible for all delivered WSR-88D Radome Supplies and Materials up to and including installation of same supplies and materials in the WSR-88D Radome on site. Upon delivery of these CLINs and completion of CLIN 0002 (0006, 0010, 0014, & 0018), the Contractor shall submit an Installation/Repair Services Completion Report in accordance with the requirements of Contract Data Requirements List (CDRL) A002 provided in Attachment 2, Section J of this solicitation/contract. This report shall indicate all supplies and materials delivered under this CLIN for the specific WSR-88D site identified in the Task Order.

C.5.4 WSR-88D RADOME ENGINEERING DATA AND ENGINEERING CHANGE PROPOSALS (CLIN 0004, 0008, 0012, 0016 AND 0020)

Upon receipt of a task order, the Contractor shall provide the Government WSR-88D Radome Engineering Data and/or Engineering Change Proposals for modification of the current configuration of the WSR-88D Radome, Model Number S38-90, Part Number 8531-1 based on recommendations and findings of engineering evaluation services performed under CLIN 0001 (0005, 0009, 0013, & 0017). CDRLS A003 - Engineering Change Proposal, A004 - Specification Change Notice, A005 - Notice of Revision, and A006 - Product Drawings and Associated Lists and A007 - Configuration Status Accounting Information apply to these CLINs. These CDRLS are provided in Attachment 2, Section J to this contract.

DATA ITEM DESCRIPTION

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

1. TITLE		2. IDENTIFICATION NUMBER	
INSPECTION AND ENGINEERING EVALUATION REPORT		DI-MGMT-OSF001	
3. DESCRIPTION / PURPOSE			
The Inspection and Engineering Evaluation Report provides information on work performed as part of inspections and/or engineering investigations for a specific WSR-88D Site as indicated in a task order issued under a contract. The report provides engineering data and/or recommendations for engineering improvement or corrective maintenance.			
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
000308	W/OSO423 - NEXRAD Operational Support Facility		
7. APPLICATION / INTERRALATIONSHIP			
This Data Item Description (DID) contains the data format and content preparation instructions for the data product generated by the specific discrete task requirement as delineated in the contract.			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS			
10.1 FORMAT. The Inspection and Engineering Evaluation Report format shall be contractor selected. Unless effective presentation would be degraded, the initially used format arrangement shall be used for all subsequent submissions.			
10.2 CONTENT. The Inspection and Engineering Evaluation Report shall be submitted for each WSR-88D site indicated in the Task Order and shall contain the following information:			
10.2.1 Contract Number			
10.2.2 Task Order Number and Date.			
10.2.3 Location of the WSR-88D Site where the Inspection and Engineering Evaluation Services were performed - City, State			
10.2.4 Dates the services started and ended.			
10.2.5 Total Number of Staff Used/Total Number of Staff Hours Used.			
10.2.6 Name of the Government's technical representative or designated technical representative present during performance of the services.			
10.2.7 Summary of the Inspection and/or Engineering Evaluation services performed. Identify any special evaluation tools or techniques used to perform the inspection and/or engineering evaluation.			
10.2.8 Specific findings.			
10.2.9 Statement of reasons for any delays in the performance of the inspection and/or engineering evaluation services and the duration of the delays.			
10.2.10 Statement of significant problems encountered and corrective actions recommended. If corrective maintenance is being recommended, as a minimum the following information shall also be provided: (1) Identification of all parts required (Repairables, consumables, expendables), (2) Tools and test equipment required, (3) Personnel required, (4) Technical procedures and data required, (5) Repair time required, (6) Lead time for parts availability, (7) Proposed cost separated by labor and material, (8) Priority of maintenance condition in terms of routine or urgent.			
11. DISTRIBUTION STATEMENT			

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project, (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. SEE BLK 16	B. EXHIBIT A	C. CATEGORY:	
		TDP	TM- OTHER X

D. SYSTEM/ITEM WSR-88D RADOME	E. CONTRACT / PR NO. NWWG420000900	F. CONTRACTOR
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1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM INSTALLATION/REPAIR SERVICES COMPLETION REPORT	3. SUBTITLE
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4. AUTHORITY (Data Acquisition document No.) DI-MGMT-OSF002	5. CONTRACT REFERENCE SOW PARA C.5.2; C.5.3	6. REQUIRING OFFICE W/O SO423
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7. DD 250 REQ. LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	
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8. APP CODE N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE W/O SO423	b. COPIES	
				Draft	Final
				Reg	Repro

16. REMARKS BLOCK A: 02, 03, 06, 07, 10, 11, 14, 15, 18, 19	2
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BLOCK 10: FOR EACH WSR-88D SITE THAT AN INSTALLATION/REPAIR SERVICES TASK HAS BEEN PERFORMED AS REQUESTED IN THE TASK ORDER.

BLOCK 11: THE DATE OF COMPLETION OF INSTALLATION/REPAIR SERVICES TASKS AT A WSR-88D SITE.

BLOCK 12: WITHIN 30 DAYS OF COMPLETION OF INSTALLATION/REPAIR SERVICES TASKS AT A WSR-88D SITE.

G. PREPARED BY N. BERNIGAUD	H. DATE 3-8-0	I. APPROVED BY <i>N. Bernigaud</i>	J. DATE 3/8/00
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

DATA ITEM DESCRIPTION

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

1. TITLE <p style="text-align: center;">INSTALLATION/REPAIR SERVICES COMPLETION REPORT</p>	2. IDENTIFICATION NUMBER <p style="text-align: center;">DI-MGMT-OSF002</p>
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3. DESCRIPTION / PURPOSE

The Installation/Repair Services Completion Report provides information on work performed and supplies utilized to accomplish each specific WSR-88D Site Corrective Maintenance requirement identified in a task order issued under a contract. The report provides maintenance data related to each WSR-88D site which has tasked maintenance.

4. APPROVAL DATE (YYMMDD) <p style="text-align: center;">000308</p>	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) <p style="text-align: center;">W/OSO423 - NEXRAD Operational Support Facility</p>	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
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7. APPLICATION / INTERRALATIONSHIP

This Data Item Description (DID) contains the data format and content preparation instructions for the data product generated by the specific discrete task requirement as delineated in the contract.

8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER
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10. PREPARATION INSTRUCTIONS

10.1 **FORMAT.** The Installation/Repair Services Completion Report format shall be contractor selected. Unless effective presentation would be degraded, the initially used format arrangement shall be used for all subsequent submissions.

10.2 **CONTENT.** The Installation/Repair Services Completion Report shall be submitted for each WSR-88D sites indicated in the Task Order and shall contain the following information:

- 10.2.1 Contract Number.
- 10.2.2 Task Order Number and Date.
- 10.2.3 Location of the WSR-88D Site where installation/repair services were performed - City, State
- 10.2.4 Dates the services started and ended.
- 10.2.5 Total Number of Staff Used/ Total Number of Staff Hours Used.
- 10.2.6 Name of Government's technical representative or designated technical representative present during performance of the services.
- 10.2.7 Summary of the installation/repair services performed.
- 10.2.8 Quantity/Part Number of all parts used to perform installation/repair.
- 10.2.9 Statement of reasons for any delays in installation/repair services and duration of the delays.
- 10.2.10 Statement of significant problems encountered and corrective actions taken or recommended.
- 10.2.11 Remarks and recommendations regarding the specific work site or equipment located at the site.
- 10.2.12 Contractor certification of WSR-88D site restoral to serviceable condition for the installation/repair services performed.

11. DISTRIBUTION STATEMENT

DATA ITEM DESCRIPTION

FORM APPROVED
OMB NO. 0704 0183

995

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, Va 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0183) Washington, DC 20503.

1. TITLE

Engineering Change Proposal (ECP)

2. IDENTIFICATION NUMBER

DI-CMAN-80639B

3. DESCRIPTION/PURPOSE

3.1 An Engineering Change Proposal (ECP) includes both engineering change and the documentation by which the change is described and suggested.

3.2 An ECP describes changes to configuration items and associated configuration documentation that are affected by the proposed engineering change.

4. APPROVAL DATE
(YYMMDD)

950113

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

OSD-DO

6a. DTIC APPLICABLE

6b. GIDEP APPLICABLE

7. APPLICATION/INTERRELATIONSHIP

7.1 This Data Item Description (DID) contains the format, content and preparation instructions for the data product resulting from the work task described in paragraphs 5.4.2.3.5 and 5.4.2.4.1, or 5.4.8.2.1 of MIL-STD-973. This DID is used in conjunction with a Notice of Revision (NOR), DI-CMAN-80642B and/or a Specification Change Notice (SCN), DI-CMAN-80643B. A requirement for NORs and SCNs, as applicable, should be contractually imposed in conjunction with this DID.

7.2 This DID supersedes DI-CMAN-80639A.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

NA

9b. AMSC NUMBER

D7093

10. PREPARATION INSTRUCTIONS

10.1 Reference document. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.

10.2 Format and content. The Engineering Change Proposal shall be prepared in contractor format. The ECP content shall be in accordance with Appendix D of MIL-STD-973.

11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

DATA ITEM DESCRIPTION

FORM APPROVED
OMB NO. 0704-0188

Public reporting burden for the collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, Va 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188) Washington, DC 20503.

1. TITLE

Specification Change Notice (SCN)

2. IDENTIFICATION NUMBER

DI-CMAN-80643B

3. DESCRIPTION/PURPOSE

3.1 A Specification Change Notice (SCN) is used to transmit and record changes to specification(s).

3.2 The SCN is used to delineate the exact change(s) in a specification that will be distributed to users when the SCN is approved.

4. APPROVAL DATE
(YYMMDD)

950113

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

OSD-DO

6a. DTIC APPLICABLE

6b. GIDEP APPLICABLE

7. APPLICATION/INTERRELATIONSHIP

7.1 This Data Item Description (DID) contains the format, content and preparation instructions for the data product resulting from the work task described in paragraph 5.4.6 of MIL-STD-973. This DID is used in conjunction with an Engineering Change Proposal, DI-CMAN-80639B.

7.2 This DID supersedes DI-CMAN-80643A.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

NA

9b. AMSC NUMBER

D7097

10. PREPARATION INSTRUCTIONS

10.1 Reference document. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.

10.2 Format and content. The SCN shall be prepared in contractor format. The SCN content shall be in accordance with Appendix F of MIL-STD-973.

11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

DATA ITEM DESCRIPTION

FORM APPROVED
OMB NO. 0704 0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, Va. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188) Washington, DC 20503.

1. TITLE <p style="text-align: center;">Notice of Revision (NOR)</p>	2. IDENTIFICATION NUMBER <p style="text-align: center;">DI-CMAN-80642B</p>
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3. DESCRIPTION/PURPOSE

3.1 A Notice of Revision (NOR) depicts changes that must be made to technical documentation controlled by another contractor or Government activity following approval of an Engineering Change Proposal (ECP).

3.2 A NOR is used to direct the custodian of each drawing, associated list, or other applicable document(s) to make the required documentation changes.

4. APPROVAL DATE (YYMMDD) 950113	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) OSD-DO	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
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7. APPLICATION/INTERRELATIONSHIP

7.1 This Data Item Description (DID) contains the format, content and preparation instructions for the data product resulting from the work task described in paragraph 5.4.7 of MIL-STD-973. This DID is used in conjunction with an Engineering Change Proposal (ECP), DI-CMAN-80639B.

7.2 This DID supersedes DI-CMAN-80642A.

8. APPROVAL LIMITATION	9a. APPLICABLE FORMS NA	9b. AMSC NUMBER D7096
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10. PREPARATION INSTRUCTIONS

10.1 Reference document. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.

10.2 Format and content. The NOR shall be prepared in contractor format. The NOR content shall be in accordance with Appendix G of MIL-STD-973.

11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

USA Information Systems, Inc.
 (757)491-7525 / (800)872-8830

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 04.08, 12, 16, 20	B. EXHIBIT A	C. CATEGORY: TDP TM- OTHER X		
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D. SYSTEM/ITEM WSR-88D RADOME	E. CONTRACT / PR NO. NWWG4200000900	F. CONTRACTOR
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1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM PRODUCT DRAWINGS AND ASSOCIATED LISTS	3. SUBTITLE
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4. AUTHORITY (Data Acquisition document No.) DI-DRPR-81000A	5. CONTRACT REFERENCE SOW PARA C.5.4	6. REQUIRING OFFICE W/OSO423
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7. DD 250 REQ. LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION											
8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	<table border="1"> <tr> <td rowspan="2">a. ADDRESSEE W/OSO423</td> <td colspan="3">b. COPIES</td> </tr> <tr> <td>Draft</td> <td>Final</td> <td></td> </tr> <tr> <td></td> <td>Reg</td> <td>Repro</td> <td>2</td> </tr> </table>		a. ADDRESSEE W/OSO423	b. COPIES			Draft	Final			Reg	Repro	2
a. ADDRESSEE W/OSO423	b. COPIES														
	Draft	Final													
	Reg	Repro	2												

16. REMARKS				
BLOCK 4: PRODUCT DRAWINGS AND ASSOCIATED LISTS SHALL BE SUBMITTED IN ELECTRONIC FORMAT AS .DXF FILES IN ACCORDANCE WITH MIL-DTL-31000A, TDP OPTION SELECTION WORKSHEET FOR PRODUCT DRAWINGS AND ASSOCIATED LISTS.				
BLOCK 10: FOR EACH TASK ORDER THAT REQUESTS SUBMISSION OF PRODUCT DRAWINGS AND ASSOCIATED LISTS.				
BLOCK 11: THE DATE OF CONTRACT EXECUTION OF THE TASK ORDER.				
BLOCK 12: WITHIN 60 DAYS OF RECEIPT OF TASK ORDER.				
15. TOTAL →				2

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY N. BERNIGAUD	H. DATE 3-8-0	I. APPROVED BY <i>N. Bernigaud</i>	J. DATE 3/8/00
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TDP OPTION SELECTION WORKSHEET PRODUCT DRAWINGS AND ASSOCIATED LISTS			
A. CONTRACT NO.	B. EXHIBIT/ATTACHMENT NO. <p style="text-align: center;">A</p>	C. CLIN	D. CDRL DATA ITEM NO. <p style="text-align: center;">A006</p>
1. DELIVERABLE PRODUCT (X and complete as applicable)			
a. ORIGINALS (Specify current design activity's full size reproducible drawing or digital data file(s) on which is kept the revision record recognized as official) (Identify specification, type, grade and class, etc.)			
b. REPRODUCTIONS (Identify specifications, type, grade and class, etc., and quantity of each)			
<input checked="" type="checkbox"/> c. DIGITAL DATA (Identify specification, exchange media, etc. and specify original (master) or copy) <p style="text-align: center;">COPY DRAWINGS: DXF</p>			
2. CAGE CODE AND DOCUMENT NUMBERS (X ONE)			
a. CONTRACTOR			
b. GOVERNMENT Complete (1) and (2) or (3)			
(1) Use CAGE Code	(2) Use Document Numbers	(3) To Be Assigned By:	
3. DRAWING FORMATS AND DRAWING FORMS (X one and complete as applicable)			
<input checked="" type="checkbox"/> a. CONTRACTOR FORMATS. Forms to be supplied by contractor.			
b. GOVERNMENT FORMATS. Forms to be supplied by contractor. Samples supplied by (Specify)			
c. GOVERNMENT FORMATS. Forms to be supplied as Government Furnished Material by (Specify)			
4. TYPES OF DRAWINGS SELECTION (X one)			
a. CONTRACTOR SELECTS		<input checked="" type="checkbox"/> b. GOVERNMENT SELECTS (Specify in Item 9)	
5. ASSOCIATED LISTS (X and complete as applicable)			
<input checked="" type="checkbox"/> a. PARTS LISTS (X one)	(1) Integral	<input checked="" type="checkbox"/> (2) Separate	
b. DATA LISTS (X one)	(1) Not Required	(2) Required (Specify levels of assembly)	
c. INDEX LISTS (X one)	(1) Not Required	(2) Required (Specify levels of assembly)	
d. WIRING LISTS (X one)	(1) Not Required	(2) Required (Specify levels of assembly)	
e. INDENTURED DATA LISTS (X one)	(1) Not Required	(2) Required (Specify levels of assembly)	
f. APPLICATION LISTS (X one)	(1) Not Required	(2) Required (Specify levels of assembly)	
6. DETAILS (X one)			
<input checked="" type="checkbox"/> a. MULTIDETAIL DRAWINGS PERMITTED		b. MONODETAIL DRAWINGS MANDATORY	
7. VENDOR SUBSTANTIATION DATA (X one)			
<input checked="" type="checkbox"/> a. NOT REQUIRED		b. REQUIRED	
8. APPLICABILITY OF STANDARDS. The following Standards apply: (X as applicable)			
<input checked="" type="checkbox"/> a. ASME Y14.100M, ENGINEERING DRAWING PRACTICES (COMMERCIAL)	b. MIL-STD-100, ENGINEERING DRAWING PRACTICES	c. ASME Y14.34M, ASSOCIATED LISTS	d. EXISTING STANDARDS DO NOT APPLY
9. OTHER TAILORING (Attach additional sheets as necessary)			
<p>4b. Level III (Class A) Reproductment Disclosure Drawing Package.</p>			

FIGURE 1. TDP Option Selection Worksheet-Product Drawings and Associated List

3

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, Va 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188) Washington, DC 20503.				
1. TITLE		2. IDENTIFICATION NUMBER		
PRODUCT DRAWINGS AND ASSOCIATED LISTS		DI-DRPR-81000A		
3. DESCRIPTION/PURPOSE				
3.1 Product Drawings and Associated Lists provide engineering data to support competitive procurement and maintenance for items interchangeable with the original items. These drawings represent the highest level of design disclosure.				
4. APPROVAL DATE	5. OFFICE OF PRIMARY RESPONSIBILITY(OPR)	6a. DTIC REQUIRED	6b. GIDEP REQUIRED	
970521	AR			
7. APPLICATION/INTERRELATIONSHIP				
7.1 This Data Item Description (DID) contains the format and content preparation instructions for Product Drawings and Associated Lists resulting from the work task described in 3.6.3 of MIL-DTL-31000A.				
7.2 This DID is applicable to acquisitions of military systems, equipment, and components. It is intended for acquiring drawings and associated lists at the end of the Engineering and Manufacturing Development Phase and during subsequent phases of the DoD materiel life-cycle.				
(Continued on page 2)				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
				D7274
10. PREPARATION INSTRUCTIONS				
10.1 <u>Reference Documents.</u> The applicable issue of documents cited herein, including their approval dates and the dates of applicable amendments, notices, and revisions, shall be as cited in the contract.				
10.2 <u>General.</u> Product drawings and associated lists shall meet the requirements of MIL-DTL-31000A. Product Drawings and Associated Lists shall provide the design disclosure information necessary to enable a manufacturer of similar products at the same or similar state of the art to produce and maintain quality control of items(s) so that the resulting physical and functional characteristics duplicate those of the specified item. These drawings shall:				
a. Reflect the end-product at its current level of design maturity.				
b. Provide the engineering data for Logistics Support products.				
c. Provide the necessary data to permit competitive acquisition of items identical to the original item(s).				
(Continued on page 2)				
11. DISTRIBUTION STATEMENT				
DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.				

Block 7, Application/Interrelationship (continued)

7.3 It is not intended that all the requirements contained herein should be applied to every program. This DID should be tailored to the minimum data requirements of the applicable contract or purchase order.

7.4 This DID supersedes DI-DRPR-81000, which superseded DI-E-7031 and DI-CMAN-80779.

7.5 This DID is related to DI-DRPR-81001A, DI-DRPR-81002A, and DI-DRPR-81003A.

7.6 A purchased item, as defined by ASME Y14.24M, an item which is sold or traded in the course of conducting normal business operations, is used by commercial industry, or is a specialized version of a supplier's general product line which he routinely customizes. Purchased items as used herein have also been referred to as vendor items or vendor-developed items.

Block 10, Preparation Instructions (Continued)

10.3 Format. Product Drawings and Associated Lists shall be in either the contractor's format or Government's format as specified on the Selection Work Sheet incorporated into the contract or purchase order.

10.4 Content. Product Drawings and Associated Lists shall conform to the requirements of ASME Y14.100M, ASME Y14.34M and, where DoD peculiar requirements must be met, MIL-STD-100. They shall document directly or by reference the following, as applicable:

- a. Details of unique processes, i.e. not published or generally available to industry, when essential to design and manufacture.
- b. Performance ratings.
- c. Dimensional and tolerance data.
- d. Critical manufacturing processes and assembly sequences.
- e. Toleranced input and output characteristics.
- f. Diagrams.
- g. Mechanical and electrical connections.
- h. Physical characteristics, including form, finishes, and protective coatings.
- i. Details of material identification, including material condition, and mandatory treatments and coatings.
- j. Inspection, test and evaluation criteria.
- k. Equipment calibration requirements.
- l. Quality assurance requirements.
- m. Hardware marking requirements.

Block 10, Preparation Instructions (Continued)

- n. Requirements for reliability, maintainability, environmental conditioning, shock and vibration testing and other operational or functional tests.
- o. Vendor substantiation data when required by the contract or purchase order.
- p. Requirements for programming software into devices or assemblies including a description of the input media and the procedures for validating that the software has been installed correctly.
- q. Special consideration items and processes.

10.5 Item definition. All parameters required to define each unit, assembly, subassembly, part or material shall be presented on the applicable drawing. This includes data such as:

- a. All necessary mechanical dimensions to fully define fabrication, acceptance, interface or installation of the item depicted.
- b. All necessary electrical parameters to fully define fabrication, acceptance, interface or installation of the item depicted.
- c. All other necessary physical parameters to fully define fabrication, acceptance, interface or installation of the item depicted, i.e., weight, pressure, viscosity, etc.
- d. All necessary environmental conditions which units, assemblies, subassemblies, parts and materials must meet to perform effectively in the end item, such that the end item will meet its specification requirements.

10.6 CAGE code and document numbers. Product Drawings and Associated Lists shall be identified with the contractor's CAGE code and contractor document numbers or with a Government CAGE code and document numbers as specified in the Selection Work Sheet incorporated in the contract or purchase order.

10.7 Selection of drawings. The types of drawings required will vary according to the complexity of the contract end item. The Selection Work Sheet incorporated in the contract or purchase order will specify whether the contractor or the Government is responsible for selecting the types of drawings and lists.

10.7.1 Vendor item control drawings. Vendor item control drawings shall be used to specify the requirements for purchased items (see 7.6) when such items have been approved for use in the design and are used without alteration, selection or source qualification (testing of an item prior to procurement action to ensure that it satisfies the specified requirements).

10.7.2 Source control drawings. Source control drawings shall be used to specify the requirements for purchased items (see 7.6) only when such items have been approved for use in the design and:

- a. the item is for a critical application and
- b. the requirements can be met by an item from one or more sources and
- c. the application required source qualification (testing of an item prior to procurement action to ensure that it satisfies the specified requirements).

10.7.3 Standard Microcircuit Drawings. Standard Microcircuit Drawings (MIL-HDBK-780) shall be used to specify the requirements of microcircuits.

JUN 29 1992

DATA ITEM DESCRIPTION				<i>Form Approved OMB No. 0704-0188</i>	
<p>Public reporting burden for collection of this information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to, Washington Headquarters Services, Directorate of Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.</p>					
1. TITLE			2. IDENTIFICATION NUMBER		
CONFIGURATION STATUS ACCOUNTING INFORMATION			DI - CMAN - 81253		
3. DESCRIPTION/PURPOSE					
<p>3.1 The Configuration Status Accounting (CSA) information provides details about the current configuration of items being developed for and/or used in the DoD inventory; about documentation and identification numbers relating to those items; and about changes to the items and their configuration documentation. This information is needed to manage and support those items during their life cycle.</p>					
4. APPROVAL DATE (YYMMDD)		5. OFFICE OF PRIMARY RESPONSIBILITY		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
920417		OSD - DO			
7. APPLICATION/INTERRELATIONSHIP					
<p>7.1 This Data Item Description (DID) contains the delivery requirements for CSA information required in paragraph 5.5 of MIL-STD-973. The medium for delivery of the information, either in hard copy or electronic form, must be specified in the contract. Data elements contained in the information should follow MIL-STD-973.</p> <p>7.2 This DID is applicable to all development, production, and support contracts which invoke the CSA tasking of MIL-STD-973.</p> <p>7.3 This DID supersedes DI-E-1101C, DI-E-2039, and DI-E-3133.</p>					
8. APPROVAL LIMITATION			9a. APPLICABLE FORMS		9b. AMSC NUMBER
					D 6712
10. PREPARATION INSTRUCTIONS					
<p>10.1 <u>Reference documents.</u> The applicable issue of the document cited herein, including its approval date and the date of any applicable amendments, notices, and revisions, shall be as specified in the contract.</p> <p>10.2 <u>Format and content.</u> CSA information meeting the requirements in MIL-STD-973, as specifically tailored in the contract, shall be provided. The information shall be provided either in the contractor's format or in a Government-specified format, as specified in the contract.</p>					
11. DISTRIBUTION STATEMENT					
<p>DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.</p>					



ATTACHMENT 3 - WSR-88D SYSTEMS LIST BY CITY/STATE

- 1 - ABERDEEN SD
- 2 - ALBANY, NY
- 3 - ALBUQUERQUE, NM
- 4 - ALTUS AFB, OK
- 5 - AMARILLO, TX
- 6 - ANCHORAGE, AK
- 7 - ANDERSON AFB, GUAM
- 8 - ATLANTA, GA
- 9 - AUSTIN/SAN ANTONIO, TX
- 10 - BEALE AFB, CA
- 11 - BETHEL, AK
- 12 - BILLINGS, MT
- 13 - BINGHAMTON, NY
- 14 - BIRMINGHAM, AL
- 15 - BISMARCK, ND
- 16 - BOISE, ID
- 17 - BOSTON, MA
- 18 - BROOKHAVEN, NY
- 19 - BROWNSVILLE, TX
- 20 - BUFFALO, NY
- 21 - BURLINGTON, VT
- 22 - CAMP HUMPHREYS, KOREA
- 23 - CANNON AFB, NM
- 24 - CARIBOU, ME
- 25 - CEDAR CITY, UT
- 26 - CHARLESTON, SC
- 27 - CHARLESTON, WV
- 28 - CHEYENNE, WY
- 29 - CHICAGO, IL
- 30 - CINCINNATI, OH
- 31 - CLEVELAND, OH
- 32 - COLUMBIA, SC
- 33 - COLUMBUS AFB, MS
- 34 - CORPUS CHRISTI, TX
- 35 - DALLAS/FT WORTH, TX
- 36 - DENVER, CO
- 37 - DES MOINES, IA
- 38 - DETROIT, MI
- 39 - DODGE CITY, KS
- 40 - DOVER AFB, DE
- 41 - DULUTH, MN
- 42 - DYESS AFB, TX
- 43 - EDWARDS AFB, CA
- 44 - EGLIN AFB, FL
- 45 - EL PASO, TX
- 46 - ELKO, NV
- 47 - EUREKA, CA
- 48 - FAIRBANKS, AK
- 49 - FARGO/GRAND FORKS, ND
- 50 - FLAGSTAFF, AZ
- 51 - FT CAMPBELL, KY
- 52 - FT DRUM, NY
- 53 - FT HOOD, TX
- 54 - FT POLK, LA
- 55 - FT RUCKER, AL
- 56 - GLASGOW, MT
- 57 - GOODLAND, KS
- 58 - GRAND ISLAND, NE
- 59 - GRAND JUNCTION, CO
- 60 - GRAND RAPIDS, MI
- 61 - GREAT FALLS, MT
- 62 - GREEN BAY, WI
- 63 - GREER, SC
- 64 - HOLLOMAN AFB, NM
- 65 - HOUSTON, TX
- 66 - INDIANAPOLIS, IN
- 67 - JACKSON, KY
- 68 - JACKSON, MS
- 69 - JACKSONVILLE, FL
- 70 - KADENA AB, OKINAWA
- 71 - KAMUELA/KOHALA, HI
- 72 - KEESLER AFB, MS
- 73 - KEY WEST, FL
- 74 - KING SALMON, AK
- 75 - KNOXVILLE, TN
- 76 - KUNSAN AB, KOREA
- 77 - LA CROSSE, WI
- 78 - LAJES AB, AZORES
- 79 - LAKE CHARLES, LA
- 80 - LAS VEGAS, NV
- 81 - LAUGHLIN AFB, TX
- 82 - LINCOLN, IL
- 83 - LITTLE ROCK, AR
- 84 - LOS ANGELES, CA
- 85 - LOUISVILLE, KY
- 86 - LUBBOCK, TX

87 - MARQUETTE, MI
88 - MAXWELL AFB, AL
89 - MEDFORD, OR
90 - MELBOURNE, FL
91 - MEMPHIS, TN
92 - MIAMI, FL
93 - MIDDLETON ISLAND, AK
94 - MIDLAND/ODESSA, TX
95 - MILWAUKEE, WI
96 - MINNEAPOLIS, MN
97 - MINOT AFB, ND
98 - MISSOULA, MT
99 - MOBILE, AL
100 - MOLOKAI, HI
101 - MOODY AFB, GA
102 - MOREHEAD CITY, NC
103 - NASHVILLE, TN
104 - ALPENA MI
105 - NOME, AK
106 - NORFOLK, VA
107 - NORMAN, OK
108 - NORTH PLATTE, NE
109 - HUNTSVILLE, AL
110 - FT WAYNE, IN
111 - NSSL NORMAN, OK
112 - OMAHA, NE
113 - OSF NORMAN, OK
114 - PADUCAH, KY
115 - PENDLETON, OR
116 - PHILADELPHIA, PA
117 - PHOENIX, AZ
118 - PITTSBURGH, PA
119 - PLEASANT HILL, MO
120 - POCATELLO, ID
121 - PORTLAND, ME
122 - PORTLAND, OR
123 - PUEBLO, CO
124 - DAVENPORT, IA
125 - RALEIGH/DURHAM, NC
126 - RAPID CITY, SD
127 - RENO, NV
128 - RIVERTON/LANDER, WY
129 - ROANOKE, VA
130 - ROBINS AFB, GA
131 - SACRAMENTO, CA
132 - SALT LAKE CITY, UT
133 - SAN ANGELO, TX
134 - SAN DIEGO, CA
135 - SAN FRANCISCO, CA
136 - SAN JOAQUIN/HANFORD, CA
137 - SAN JUAN, PUERTO RICO
138 - SANTA ANA MTS, CA
139 - SEATTLE, WA
140 - SHREVEPORT, LA
141 - SIOUX FALLS, SD
142 - SITKA, AK
143 - SLIDELL, LA
144 - SOUTH KAUAI, HI
145 - SOUTH SHORE, HI
146 - SPOKANE, WA
147 - SPRINGFIELD, MO
148 - ST LOUIS, MO
149 - STATE COLLEGE, PA
150 - STERLING, VA
151 - TALLAHASSEE, FL
152 - TAMPA, FL
153 - TOPEKA, KS
154 - TUCSON, AZ
155 - TULSA, OK
156 - VANCE AFB, OK
157 - VANDENBURG AFB, CA
158 - FT SMITH, AR
159 - WICHITA, KS
160 - WILMINGTON, NC
161 - YUMA, AZ

Up to 3 Additional locations.

CONTINENTAL U.S. SUMMARY:

ALABAMA - 5	MASSACHUSETTS - 1	OREGON - 3
ARKANSAS - 2	MAINE - 2	PENNSYLVANIA - 3
ARIZONA - 4	MICHIGAN - 4	SOUTH CAROLINA - 3
CALIFORNIA - 10	MINNESOTA - 2	SOUTH DAKOTA - 3
COLORADO - 3	MISSOURI - 3	TENNESSEE - 3
DELAWARE - 1	MISSISSIPPI - 3	TEXAS - 13
FLORIDA - 7	MONTANA - 4	UTAH - 2
GEORGIA - 3	NORTH CAROLINA - 3	VIRGINIA - 3
IDAHO - 2	NORTH DAKOTA - 3	VERMONT - 1
IOWA - 2	NEBRASKA - 3	WASHINGTON - 2
ILLINOIS - 2	NEW MEXICO - 3	WISCONSIN - 3
INDIANA - 2	NEVADA - 3	WEST VIRGINIA - 1
KANSAS - 4	NEW YORK - 5	WYOMING - 2
KENTUCKY - 4	OHIO - 2	
LOUISIANA - 4	OKLAHOMA - 6	

OUTSIDE CONTINENTAL U.S. SUMMARY:

ALASKA - 7
HAWAII - 4
GUAM - 1
OKINAWA - 1
KOREA - 2
AZORES - 1
PUERTO RICO - 1

UP TO 3 ADDITIONAL LOCATIONS

ATTACHMENT 4

SITE SELECTED LIST OF RADOME PAINT COLORS

THE FOLLOWING RADOMES ARE PAINTED FEDERAL STANDARD #595A COLORS OTHER THAN WHITE:

BEIGE:

(COLOR # 30219)

1. GRAND JUNCTION, CO
2. SAN FRANCISCO BAY AREA, CA
3. LAS VEGAS (NELSON), NV
4. RENO (VIRGINIA PEAK), NV
5. SAN DIEGO (MIRAMAR), CA
6. ELKO (SHEEP CREEK), NV
7. TUCSON (SANUARITA), AZ
8. LOS ANGELES, CA
9. BOISE (WILD HORSE CORRAL), ID
10. ALBUQUERQUE, NM
11. LAJES AB, AZORES
12. KUNSAN AB, ROK
13. KADENA AB, OKI

DARK GREEN:

(COLOR # 34127)

1. NASHVILLE, TN
2. ALPENA, MI
3. FLAGSTAFF, AZ
4. SEATTLE, WA
5. PORTLAND, OR
6. ALBANY, NY
7. SOUTH KAUAI, HI
8. SAN JUAN, PR
9. MISSOULA, MT

MEDIUM GREEN:

(COLOR # 34258)

1. PORTLAND, ME
2. CEDAR CITY, UT
3. RALEIGH/DURHAM, NC
4. SOUTH SHORE, HI

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS
(See instructions on reverse)

OMB No.: 9000-0006
Expires: 04/30/2001

Public reporting burden for this collection of information is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

1. CORPORATION, COMPANY OR SUBDIVISION COVERED			3. DATE SUBMITTED		
a. COMPANY NAME			4. REPORTING PERIOD FROM INCEPTION OF CONTRACT THRU: YEAR		
b. STREET ADDRESS					
c. CITY	d. STATE	e. ZIP CODE	<input type="checkbox"/> MAR 31	<input type="checkbox"/> SEPT 30	
2. CONTRACTOR IDENTIFICATION NUMBER			5. TYPE OF REPORT		
			<input type="checkbox"/> REGULAR	<input type="checkbox"/> FINAL	<input type="checkbox"/> REVISED

6. ADMINISTERING ACTIVITY (Please check applicable box)

- | | | |
|------------------------------------|---|---|
| <input type="checkbox"/> ARMY | <input type="checkbox"/> GSA | <input type="checkbox"/> NASA |
| <input type="checkbox"/> NAVY | <input type="checkbox"/> DOE | <input type="checkbox"/> OTHER FEDERAL AGENCY (Specify) |
| <input type="checkbox"/> AIR FORCE | <input type="checkbox"/> DEFENSE LOGISTICS AGENCY | |

7. REPORT SUBMITTED AS (Check one and provide appropriate number)		8. AGENCY OR CONTRACTOR AWARDING CONTRACT		
<input type="checkbox"/> PRIME CONTRACTOR	PRIME CONTRACT NUMBER	a. AGENCY'S OR CONTRACTOR'S NAME		
<input type="checkbox"/> SUBCONTRACTOR	SUBCONTRACT NUMBER	b. STREET ADDRESS		
9. DOLLARS AND PERCENTAGES IN THE FOLLOWING BLOCKS:		c. CITY	d. STATE	e. ZIP CODE
<input type="checkbox"/> DO INCLUDE INDIRECT COSTS	<input type="checkbox"/> DO NOT INCLUDE INDIRECT COSTS			

SUBCONTRACT AWARDS

TYPE	CURRENT GOAL		ACTUAL CUMULATIVE	
	WHOLE DOLLARS	PERCENT	WHOLE DOLLARS	PERCENT
10a. SMALL BUSINESS CONCERNS (Include SDB, WOSB, HBCU/MI, HUBZone SB) (Dollar Amount and Percent of 10c.)				
10b. LARGE BUSINESS CONCERNS (Dollar Amount and Percent of 10c.)				
10c. TOTAL (Sum of 10a and 10b.)		100.0%		100.0%
11. SMALL DISADVANTAGED (SDB) CONCERNS (Include HBCU/MI) (Dollar Amount and Percent of 10c.)				
12. WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS (Dollar Amount and Percent of 10c.)				
13. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (HBCU) AND MINORITY INSTITUTIONS (MI) (If applicable) (Dollar Amount and Percent of 10c.)				
14. HUBZONE SMALL BUSINESS (HUBZone SB) CONCERNS (Dollar Amount and Percent of 10c.)				

15. REMARKS

16a. NAME OF INDIVIDUAL ADMINISTERING SUBCONTRACTING PLAN		16b. TELEPHONE NUMBER	
		AREA CODE	NUMBER

GENERAL INSTRUCTIONS

1. This report is not required from small businesses.

2. This report is not required for commercial items for which a commercial plan has been approved, nor from large businesses in the Department of Defense (DOD) Test Program for Negotiation of Comprehensive Subcontracting Plans. The Summary Subcontract Report (SF 295) is required for contractors operating under one of these two conditions and should be submitted to the Government in accordance with the instructions on that form.

3. This form collects subcontract award data from prime contractors/subcontractors that: (a) hold one or more contracts over \$500,000 (over \$1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and HUBZone Small Business (HUBZone SB) concerns under a subcontracting plan. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, this form also collects subcontract award data for Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs).

4. This report is required for each contract containing a subcontracting plan and must be submitted to the administrative contracting officer (ACO) or contracting officer if no ACO is assigned, semi-annually during contract performance for the periods ended March 31st and September 30th. A separate report is required for each contract at contract completion. Reports are due 30 days after the close of each reporting period unless otherwise directed by the contracting officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report.

5. Only subcontracts involving performance within the U.S., its possessions, Puerto Rico, and the Trust Territory of the Pacific Islands should be included in this report.

6. Purchases from a corporation, company, or subdivision that is an affiliate of the prime/subcontractor are not included in this report.

7. Subcontract award data reported on this form by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors.

SPECIFIC INSTRUCTIONS

BLOCK 2: For the Contractor Identification Number, enter the nine-digit Data Universal Numbering System (DUNS) number that identifies the specific contractor establishment. If there is no DUNS number available that identifies the exact name and address entered in Block 1, contact Dun and Bradstreet Information Services at 1-800-333-0505 to get one free of charge over the telephone. Be prepared to provide the following information: (1) Company name; (2) Company address; (3) Company telephone number; (4) Line of business; (5) Chief executive officer/key manager; (6) Date the company was started; (7) Number of people employed by the company; and; (8) Company affiliation.

BLOCK 4: Check only one. Note that all subcontract award data reported on this form represents activity since the inception of the contract through the date indicated in this block.

BLOCK 5: Check whether this report is a "Regular," "Final," and/or "Revised" report. A "Final" report should be checked only if the contractor has completed the contract or subcontract reported in Block 7. A "Revised" report is a change to a report previously submitted for the same period.

BLOCK 6: Identify the department or agency administering the majority of subcontracting plans.

BLOCK 7: Indicate whether the reporting contractor is submitting this report as a prime contractor or subcontractor and the prime contract or subcontract number.

BLOCK 8: Enter the name and address of the Federal department or agency awarding the contract or the prime contractor awarding the subcontract.

BLOCK 9: Check the appropriate block to indicate whether indirect costs are included in the dollar amounts in blocks 10a through 14. To ensure comparability between the goal and actual columns, the contractor may include indirect costs in the actual column only if the subcontracting plan included indirect costs in the goal.

BLOCKS 10a through 14: Under "Current Goal," enter the dollar and percent goals in each category (SB, SDB, WOSB, and HUBZone SB) from the subcontracting plan approved for this contract. (If the original goals agreed upon at contract award have been revised as a result of contract

modifications, enter the original goals in Block 15. The amounts entered in Blocks 10a through 14 should reflect the revised goals.) Under "Actual Cumulative," enter actual subcontract achievements (dollar and percent) from the inception of the contract through the date of the report shown in Block 4. In cases where indirect costs are included, the amounts should include both direct awards and an appropriate prorated portion of indirect awards.

BLOCK 10a: Report all subcontracts awarded to SBs including subcontracts to SDBs, WOSBs, and HUBZone SBs. For DOD, NASA, and Coast Guard contracts, include subcontracting awards to HBCUs and MIs.

BLOCK 10b: Report all subcontracts awarded to large businesses (LBs).

BLOCK 10c: Report on this line the total of all subcontracts awarded under this contract (the sum of lines 10a and 10b).

BLOCKS 11 through 14: Each of these items is a subcategory of Block 10a. Note that in some cases the same dollars may be reported in more than one block (e. g., SDBs owned by women).

BLOCK 11: Report all subcontracts awarded to SDBs (including women-owned and HUBZone SB SDBs). For DOD, NASA, and Coast Guard contracts, include subcontract awards to HBCUs and MIs.

BLOCK 12: Report all subcontracts awarded to Women-Owned firms (including SDBs and HUBZone SBs owned by women).

BLOCK 13 (For contracts with DoD, NASA, and Coast Guard): Report all subcontracts with HBCUs/MIs. Complete the column under "Current Goal" only when the subcontracting plan establishes a goal.

BLOCK 14: Report all subcontracts awarded to HUBZone SBs (including women-owned and SDB HUBZone SBs).

BLOCK 15: Enter a short narrative explanation if (a) SB, SDB, WOSB, or HUBZone SB accomplishments fall below that which would be expected using a straight-line projection of goals through the period of contract performance; or (b) if this is a final report, any one of the three goals was not met.

DEFINITIONS

1. Commercial item means a product or service that satisfies the definition of commercial item in Section 2.101 of the Federal Acquisition Regulation.

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

3. Subcontract means a contract, purchase order, amendment, or other legal obligation executed by the prime contractor/subcontractor calling for supplies or services required for the performance of the original contract or subcontract.

4. Direct Subcontract Awards are those that are identified with the performance of one or more specific Government contract(s).

5. Indirect costs are those which, because of incurrence for common or joint purposes, are not identified with specific Government contracts; these awards are related to Government contract performance but remain for allocation after direct awards have been determined and identified to specific Government contracts.

DISTRIBUTION OF THIS REPORT

For the Awarding Agency or Contractor:

The original copy of this report should be provided to the contracting officer at the agency or contractor identified in Block 8. For contracts with DOD, a copy should also be provided to the Defense Logistics Agency (DLA) at the cognizant Defense Contract Management Area Operations (DCMAO) office.

For the Small Business Administration (SBA):

A copy of this report must be provided to the cognizant Commercial Market Representative (CMR) at the time of a compliance review. It is NOT necessary to mail the SF 294 to SBA unless specifically requested by the CMR.

SUMMARY SUBCONTRACT REPORT

(See instructions on reverse)

 OMB No.: 9000-0007
 Expires: 06/30/2000

Public reporting burden for this collection of information is estimated to average 12.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

1. CORPORATION, COMPANY OR SUBDIVISION COVERED			3. DATE SUBMITTED	
a. COMPANY NAME			4. REPORTING PERIOD: <input type="checkbox"/> OCT 1 - MAR 31 <input type="checkbox"/> OCT 1 - SEPT 30 YEAR _____	
b. STREET ADDRESS				
c. CITY	d. STATE	e. ZIP CODE	5. TYPE OF REPORT <input type="checkbox"/> REGULAR <input type="checkbox"/> FINAL <input type="checkbox"/> REVISED	
2. CONTRACTOR IDENTIFICATION NUMBER				

6. ADMINISTERING ACTIVITY *(Please check applicable box)*

<input type="checkbox"/> ARMY	<input type="checkbox"/> DEFENSE LOGISTICS AGENCY	<input type="checkbox"/> DOE
<input type="checkbox"/> NAVY	<input type="checkbox"/> NASA	<input type="checkbox"/> OTHER FEDERAL AGENCY <i>(Specify)</i>
<input type="checkbox"/> AIR FORCE	<input type="checkbox"/> GSA	

7. REPORT SUBMITTED AS <i>(Check one)</i> <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> BOTH <input type="checkbox"/> SUBCONTRACTOR	8. TYPE OF PLAN <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> COMMERCIAL IF PLAN IS A COMMERCIAL PLAN, SPECIFY THE PERCENTAGE OF THE DOLLARS ON THIS REPORT ATTRIBUTABLE TO THIS AGENCY. ▶
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9. CONTRACTOR'S MAJOR PRODUCTS OR SERVICE LINES

a	c
b	d

CUMULATIVE FISCAL YEAR SUBCONTRACT AWARDS *(Report cumulative figures for reporting period in Block 4)*

TYPE	WHOLE DOLLARS	PERCENT <small>(To nearest tenth of a %)</small>
10a. SMALL BUSINESS CONCERNS <i>(Include SDB, WOSB, HBCU/MI, HUBZone SB)</i> <i>(Dollar Amount and Percent of 10c.)</i>		
10b. LARGE BUSINESS CONCERNS <i>(Dollar Amount and Percent of 10c.)</i>		
10c. TOTAL <i>(Sum of 10a and 10b.)</i>		100.0%
11. SMALL DISADVANTAGED (SDB) CONCERNS <i>(Include HBCU/MI)</i> <i>(Dollar Amount and Percent of 10c.)</i>		
12. WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS <i>(Dollar Amount and Percent of 10c.)</i>		
13. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (HBCU) AND MINORITY INSTITUTIONS (MI) <i>(If applicable)</i> <i>(Dollar Amount and Percent of 10c.)</i>		
14. HUBZONE SMALL BUSINESS (HUBZone SB) CONCERNS <i>(Dollar Amount and Percent of 10c.)</i>		
15. REMARKS		

16. CONTRACTOR'S OFFICIAL WHO ADMINISTERS SUBCONTRACTING PROGRAM

a. NAME	b. TITLE	c. TELEPHONE NUMBER	
		AREA CODE	NUMBER

17. CHIEF EXECUTIVE OFFICER

a. NAME	c. SIGNATURE
b. TITLE	d. DATE

GENERAL INSTRUCTIONS

1. This report is not required from small businesses.
2. This form collects subcontract award data from prime contractors/subcontractors that: (a) hold one or more contracts over \$500,000 (over \$1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and HUBZone Small Business (HUBZone SB) concerns under a subcontracting plan. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, this form also collects subcontract award data for Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs).
3. This report must be submitted semi-annually (for the six months ended March 31st and the twelve months ended September 30th) for contracts with the Department of Defense (DOD) and annually (for the twelve months ended September 30th) for contracts with civilian agencies, except for contracts covered by an approved Commercial Plan (see special instructions in right-hand column). Reports are due 30 days after the close of each reporting period.
4. This report may be submitted on a corporate, company, or subdivision (e.g., plant or division operating on a separate profit center) basis, unless otherwise directed by the agency awarding the contract.
5. If a prime contractor/subcontractor is performing work for more than one Federal agency, a separate report shall be submitted to each agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$500,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. (Note that DOD is considered to be a single agency; see next instruction.)
6. For DOD, a consolidated report should be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DOD prime contractors. However, DOD contractors involved in construction and related maintenance and repair must submit a separate report for each DOD component.
7. Only subcontracts involving performance within the U.S., its possessions, Puerto Rico, and the Trust Territory of the Pacific Islands should be included in this report.
8. Purchases from a corporation, company, or subdivision that is an affiliate of the prime/subcontractor are not included in this report.
9. Subcontract award data reported on this form by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors.
10. See special instructions in right-hand column for Commercial Plans.

SPECIFIC INSTRUCTIONS

BLOCK 2: For the Contractor Identification Number, enter the nine-digit Data Universal Numbering System (DUNS) number that identifies the specific contractor establishment. If there is no DUNS number available that identifies the exact name and address entered in Block 1, contact Dun and Bradstreet Information Services at 1-800-333-0505 to get one free of charge over the telephone. Be prepared to provide the following information: (1) Company name; (2) Company address; (3) Company telephone number; (4) Line of business; (5) Chief executive officer/key manager; (6) Date the company was started; (7) Number of people employed by the company; and (8) Company affiliation.

BLOCK 4: Check only one. Note that March 31 represents the six months from October 1st and that September 30th represents the twelve months from October 1st. Enter the year of the reporting period.

BLOCK 5: Check whether this report is a "Regular," "Final," and/or "Revised" report. A "Final" report should be checked only if the contractor has completed all the contracts containing subcontracting plans awarded by the agency to which it is reporting. A "Revised" report is a change to a report previously submitted for the same period.

BLOCK 6: Identify the department or agency administering the majority of subcontracting plans.

BLOCK 7: This report encompasses all contracts with the Federal Government for the agency to which it is submitted, including subcontracts received from other large businesses that have contracts with the same agency. Indicate in this block whether the contractor is a prime contractor, subcontractor, or both (check only one).

BLOCK 8: Check only one. Check "Commercial Plan" only if this report is under an approved Commercial Plan. For a Commercial Plan, the contractor must specify the percentage of dollars in Blocks 10a through 14 attributable to the agency to which this report is being submitted.

BLOCK 9: Identify the major product or service lines of the reporting organization.

BLOCKS 10a through 14: These entries should include all subcontract awards resulting from contracts or subcontracts, regardless of dollar amount, received from the agency to which this report is submitted. If reporting as a subcontractor, report all subcontracts awarded under prime contracts. Amounts should include both direct awards and an appropriate prorated portion of indirect awards. (The indirect portion is based on the percentage of work being performed for the organization to which the report is being submitted in relation to other work being performed by the prime contractor/subcontractor.) Do not include awards made in support of commercial business unless "Commercial" is checked in Block 8 (see Special Instructions for Commercial Plans in right hand column).

Report only those dollars subcontracted this fiscal year for the period indicated in Block 4.

BLOCK 10a: Report all subcontracts awarded to SBs including subcontracts to SDBs, WOSBs, and HUBZone SBs. For DOD, NASA, and Coast Guard contracts, include subcontracting awards to HBCUs and MIs.

BLOCK 10b: Report all subcontracts awarded to large businesses (LBs).

BLOCK 10c: Report on this line the grand total of all subcontracts (the sum of lines 10a and 10b).

BLOCKS 11 and 14: Each of these items is a subcategory of Block 10a. Note that in some cases the same dollars may be reported in more than one block (e.g., SDBs owned by women); likewise subcontracts to HBCUs or MIs should be reported on both Block 11 and 13.

BLOCK 11: Report all subcontracts awarded to SDBs (including women-owned and HUBZone SB SDBs). For DOD, NASA, and Coast Guard contracts, include subcontract awards to HBCUs and MIs.

BLOCK 12: Report all subcontracts awarded to Women-Owned Small Business firms (including SDBs and HUBZone SBs owned by women).

BLOCK 13 (For contracts with DOD, NASA, and Coast Guard): Enter the dollar value of all subcontracts with HBCUs/MIs.

BLOCK 14: Report all subcontracts awarded to HUBZone SBs (including women-owned and SDB HUBZone SBs).

SPECIAL INSTRUCTIONS FOR COMMERCIAL PLANS

1. This report is due on October 30th each year for the previous fiscal year ended September 30th.
2. The annual report submitted by reporting organizations that have an approved company-wide annual subcontracting plan for commercial items shall include all subcontracting activity under commercial plans in effect during the year and shall be submitted in addition to the required reports for other-than-commercial items, if any.
3. Enter in Blocks 10a through 14 the total of all subcontract awards under the contractor's Commercial Plan. Show in Block 8 the percentage of this total that is attributable to the agency to which this report is being submitted. This report must be submitted to each agency from which contracts for commercial items covered by an approved Commercial Plan were received.

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4. Direct Subcontract Awards are those that are identified with the performance of one or more specific Government contract(s).
5. Indirect Subcontract Awards are those which, because of incurrence for common or joint purposes, are not identified with specific Government contracts; these awards are related to Government contract performance but remain for allocation after direct awards have been determined and identified to specific Government contracts.

SUBMITTAL ADDRESSES FOR ORIGINAL REPORT

For DOD Contractors, send reports to the cognizant contract administration office as stated in the contract.

For Civilian Agency Contractors, send reports to awarding agency:

1. NASA: Forward reports to NASA, Office of Procurement (HS), Washington, DC 20546
2. OTHER FEDERAL DEPARTMENTS OR AGENCIES: Forward report to the OSD/BU Director unless otherwise provided for in instructions by the Department or Agency.

FOR ALL CONTRACTORS:

SMALL BUSINESS ADMINISTRATION (SBA): Send "info copy" to the cognizant Commercial Market Representative (CMR) at the address provided by SBA. Call SBA Headquarters in Washington, DC at (202) 205-6475 for correct address if unknown.

CONTRACTOR PERFORMANCE REPORT

Final Interim - Period Report: From _____ To _____

<p>1. Contractor Name and Address: (Identify Division)</p>	<p>2. Contract Number: _____</p> <p>3. Contract Value (Base Plus Options): _____</p> <p>4. Contract Award Date: _____</p> <p>Contract Completion Date: _____</p>
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5. Type of Contract: (Check all that apply) -- FP FPI FP-EPA Award Fee CPFF - Completion CPFF - Term CPIF CPAP ID/IQ BOA Requirements Labor Hour T&M SBSA 8(a) SBIR Sealed Bid Negotiated Competitive Non-Competitive

6. Description of Requirement:

7. Ratings. Summarize contractor performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. Please see page three for explanation of rating scale.

Quality	Comments	0 1 2 3 4 +
Cost Control	Comments	0 1 2 3 4 +
Timeliness of Performance	Comments	0 1 2 3 4 +
Business Relations	Comments	0 1 2 3 4 +
Customer Satisfaction (End Users)	Comments	0 1 2 3 4 +

Mean Score (Add the ratings above and divide by number of areas rated)

8. Key Personnel

Project Manager Name _____	Employment Dates _____
Comments/Rating _____	
Name _____	Employment Dates _____
Comments/Rating _____	
Name _____	Employment Dates _____
Comments/Rating _____	
Name _____	Employment Dates _____
Comments/Rating _____	
Name _____	Employment Dates _____
Comments/Rating _____	

9. Would you select this firm again? Please explain.

10. Program Officer Name	Signature
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Phone/FAX/Internet Address	Date
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11. Contractor's Review. Were comments, rebuttals, or additional information provided? No Yes. Please attach comments.

12. Contractor Name	Signature
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Phone/FAX/Internet Address	Date
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13. Agency Review. Were contractor comments reviewed at a level above the contracting officer? No Yes. Please attach comments. Number of pages _____

14. Final Ratings. Re-assess the Block 7 ratings based on contractor comments and agency review. Revise block 7 rating, if appropriate.

Quality _____	Cost Control _____	Timeliness _____	Customer Satisfaction CA Team _____ End User _____
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Mean Score (Add the ratings above and divide by number of areas rated)

15. Contracting Officer Name	Signature
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Phone/FAX/Internet Address	Date
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RATING GUIDELINES

Summarize contractor performance in each of the rating areas. Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent), or ⇨ (Plus). Use the following instructions as guidance in making these evaluations. Ensure that this assessment is consistent with any other Agency assessments made (i.e., for payment of fee purposes).

	Quality of Product/Service	Cost Control	Timeliness of Performance	Business Relations
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/under target costs) -Current, accurate, and complete billings -Relationship of negotiated costs to actuals -Cost efficiencies -Change orders issue 	<ul style="list-style-type: none"> -Met interim milestones -Reliable -Responsive to technical direction -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of problems -Reasonable/cooperative -Flexible -Pro-active -Effective contractor-recommended solutions -Effective small/small disadvantaged business subcontracting program
0. Unsatisfactory	Nonconformances are compromising the achievement of contract requirements, despite use of Agency resources.	Cost issues are compromising performance of contract requirements.	Delays are compromising the achievement of contract requirements, despite use of Agency resources.	Response to inquiries, technical/service/administrative issues is not effective and responsive.
1. Poor	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical/service/administrative issues is marginally effective and responsive.
2. Fair	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Cost issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical/service/administrative issues is somewhat effective and responsive.
3. Good	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical/service/administrative issues is usually effective and responsive.
4. Excellent	There are no quality problems.	There are no cost issues.	There are no delays.	Response to inquiries, technical/service/administrative issues is effective and responsive.
⇨ PLUS	The contractor has demonstrated an exceptional performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."			

CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

Block 1: Contractor Name and Address. Identify the specific division being evaluated if there is more than one.

Block 2: Contract number of contract being evaluated.

Block 3: Contract value shall include base plus options. If funding was increased or decreased during the evaluation period, the value in this block should reflect the change.

Block 4: Contract award date and anticipated or anticipated contract completion date.

Block 5: Type of Contract: Check all that apply.

Block 6: Provide a brief description of the work being done under the contract and identify the key performance indicators. This description will allow agencies calling for reference checks to compare statements of work.

Block 7: Circle rating in far right column and provide brief narrative for each of the categories rated. Indicate the contract requirements that were exceeded or were not met by the contractor and by how much. Also calculate the mean score of the ratings.

Block 8: List the names and employment dates of the contractor's key personnel. This will provide a record of how long these managers worked on the contract. If there were many changes in these managers a second page may be necessary. On the comment/rating line briefly describe the managers performance.

Block 9: If given a choice, please explain why you would or why you would not select the contractor for this contract again.

Block 10: The program office person most familiar with the contractor's performance should sign this block. The rating is a combined program office, contracting officer decision. The contracting officers signature in block 15, signifies concurrence with this rating and the final rating, if a revised rating is necessary.

Blocks 11-12: The contractor may provide comments but must sign block 12 to indicate review of the rating.

Block 13: If the contractor and contracting officer are unable to agree on a final rating, an agency review at a level above the contracting officer is required.

Block 14: Adjust the ratings assigned in block 7, if appropriate, based on any comments, rebuttals, or additional information provided by the contractor and, if necessary, by the agency review. Calculate a mean score of the contractor's performance.

Block 15: The contracting officer's signature certifies concurrence with the initial and final ratings.

TASK ORDER SCENARIO - T1

Inspection of a Complete Radome Model S38-90, Part Number 8531-1, CAGE 15175, for evaluation of its current condition. This is a typical activity for a task order requiring CLIN 0001. Assume the Radome requiring inspection is located at the top of Mount Ashland, in Medford, OR. The offeror shall explain the approach he will use in conducting the inspection of this WSR-88D Radome. The offeror shall identify personnel skills and certifications required, number of personnel required, OEM engineering data and technical documentation required for quality performance of the inspection process, special tools or equipment required for conducting the inspection, length of time required for the inspection process. The offeror shall provide a sample inspection report format documenting the results of a typical inspection and the types of information which he will convey to satisfy CDRL A001.

TASK ORDER SCENARIO - T2

Catastrophic Recovery of a Complete Radome, Model S38-90, Part Number 8531-1, CAGE 15175. The offeror shall provide the following information to demonstrate its technical knowledge and capabilities for performance of this task, separated into two parts reflecting the CLIN 0002 and CLIN 0003 requirements of this contract. The offeror shall assume that the WSR-88D Radome is located at the top of Mount Ashland, in Medford, OR.

CLIN 0002 - The offeror shall describe his approach for removal and replacement of a complete Radome. The offeror shall identify the personnel skills and certifications required, number of personnel required, OEM engineering data and technical documentation required, special tools or equipment required, length of time required, and how the offeror will confirm that quality work was performed upon completion of the task.

CLIN 0003 - The offeror shall list all of the parts required for performance of this task by part number and quantity. Parts shall include consumables, expendables and repairable items. The offeror shall indicate lead time required from time of order to delivery of parts at the WSR-88D Radome site.

TASK ORDER SCENARIO - T3

Identification of Radome Model S38-90, Part Number 8531-1, CAGE 15175 engineering data required for configuration baseline management. The offeror shall list the engineering drawings and technical manuals required for life cycle support of this Radome model. The Government has no authorization to release these documents outside of the Government. The offeror shall provide written approval from the OEM allowing release of the engineering data and technical documentation for the Contractor's use in the performance of this contract. Specific Document numbers approved for release must be identified. This information will be the basis for the documents potentially impacted by a task order issued against CLIN 0004.