



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
OFFICE OF FINANCE AND ADMINISTRATION

Reference No. MWK-00-037
September 18, 2000

Integral Systems, Inc.
Attn: Mr. William Tittley
5200 Philadelphia Way
Lanham, MD 20706

Subject: Solicitation No. 52-SPNA-9-00006 DAPS II

Dear Mr. Tittley:

The Government has completed a comprehensive technical, management, past performance/experience and price evaluation of the proposal you submitted in response to the subject solicitation. On the basis of the information contained in your proposal of June 30, 2000, Integral Systems, Inc. is the successful offeror for the design and development of a new operational Data Collection System (DCS) Automated Processing System II (DAPS II). The contract is fully executable with the attached Standard Form 33.

For point of information and reference, Contract No. 50-SPNA-0-00093 has been assigned to this procurement.

Should you have any questions concerning this matter, please contact the undersigned at (301) 713-3478, Ext. 111.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Knowles".

Michael W. Knowles
Contracting Officer



SOLICITATION, OFFER AND AWARD

1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING NONE	PAGE OF PAGE(S) 1 85
2 CONTRACT NO 50-SPNA-0-00093	3 SOLICITATION NO 52-SPNA-9-00006	4 TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5 DATE ISSUED 05-19-2000
7 ISSUED BY U.S. Department of Commerce/NOAA 1315 East West Highway, Room 10122 Silver Spring, MD 20910-3282		6 REQUISITION/PURCHASE NO NE-EK3000-0-00306	
8 ADDRESS OFFER TO (If other than Item 7)			

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

SOLICITATION

9. Sealed offers in original and 10 (10) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in item 7 until 1 p.m. local time **June 30, 2000**. 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 Michael W. Knowles	B TELEPHONE NO (NO COLLECT CALLS) AREA CODE: 301 NUMBER: 713-3478 EXT: 111	C E-MAIL ADDRESS mike.knowles@noaa.gov
-------------------------	-------------------------------------	--	--

11. TABLE OF CONTENTS

(x)	SEC	DESCRIPTION	PAGE(S)	(x)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	42 48
X	B	SUPPLIES OR SERVICES AND PRICE/COST	2 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS /WORK STATEMENT	5 - 11	X	J	LIST OF ATTACHMENTS	49 50
X	D	PACKAGING AND MARKING	12	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	13 - 16	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	52 61
X	F	DELIVERIES OR PERFORMANCE	17 - 18				
X	G	CONTRACT ADMINISTRATION DATA	19 - 23	X	L	INSTRS. CONDS. AND NOTICES TO OFFERORS	62 82
X	H	SPECIAL CONTRACT REQUIREMENTS	24 - 41	X	M	EVALUATION FACTORS FOR AWARD	83 85

OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **90** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13 DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
	%	%	0 %	%
14 ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	001	6/08/00	003	6/20/00
	002	6/19/00	004	6/28/00

15A NAME AND ADDRESS OF OFFEROR Integral Systems, Inc. 5200 Philadelphia Way Lanham, MD 20706	CODE	FACILITY	16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) William Tittley Vice President
15B TELEPHONE NUMBER AREA CODE: 301 NUMBER: 731-4233 EXT: 4350	<input type="checkbox"/> 15C CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE		17 SIGNATURE
			18 OFFER DATE June 30, 2000

AWARD (To be completed by Government)

19 ACCEPTED AS TO ITEMS NUMBERED CLIN 0001	20 AMOUNT \$4,399,549	21 ACCOUNTING AND APPROPRIATION OEK3000 2NFBSCAQ: 100%
22 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23 SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 7
24 ADMINISTERED BY (If other than Item 7) CODE	25 PAYMENT WILL BE MADE BY See item 7	CODE
26 NAME OF Contracting Officer (Type or print) Michael W. Knowles	27 UNITED STATES OF AMERICA (Signature of Contracting Officer)	28 AWARD DATE 9-18-00

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

CONTRACT NO. 50-SPNA-0-00093

SEPTEMBER 18, 2000

The attached Sections B, C, D, E, F, G, H, I and J incorporate the Contractor's Offer dated June 30, 2000, Quality Assurance Plan as submitted, and accomplish the following:

1. Amendments 001, 002, 003, and 005 of the Solicitation No. 52-SPNA-9-00006 are hereby incorporated into Contract No. 50-SPNA-0-00093.
2. Section A, page numbering, page 1, change page "1 of 85" to "1 of 61".
3. CLIN 0001 is fully funded at the amount set forth in Section B of the contract. The total amount funded for CLIN 0001 is \$4,399,549.
4. CLIN 0002 is fully funded at the amount set forth in Section B of the contract. The total amount funded for CLIN 0002 is \$531,446. However, the Contractor shall not furnish any supplies or services nor incur any expenditures under this CLIN until an Order is issued by the Government in accordance with Section H.12. The value of the contract will not increase until an Order has been issued.
5. CLIN 0004 is partly funded in the amount of \$69,005. However, the Contractor shall not furnish any supplies or services nor incur any expenditures under this CLIN until an Order is issued by the Government in accordance with Section H.12. The value of the contract will not increase until an Order has been issued.
6. Section F.02, Delivery Schedule; CLIN 0001, a period of "18" months has been inserted in accordance with the Contractor's proposal dated June 30, 2000 as amended.
7. Section L has been deleted in its entirety.
8. Section M has been deleted in its entirety.
9. As a result of the above action the contract price is revised as follows:

FROM: \$4,399,549.00 BY: \$600,451.00 TO: \$5,000,000.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SECTION B - SUPPLIES/SERVICES AND PRICE

<u>ITEM NUMBER</u>	<u>SUPPLIES\ SERVICES</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0001	Design and install a new Data Collection System (DCS) Automated Processing System II (DAPS II)	One	\$4,399,549	\$4,399,549
0002	Additional Government Requirements for Special Studies	5,000 labor hrs.	\$106.29per/hr (See notes A and B)	\$531,446
0003	Data for Item 0001. Required by Section C and Contractor's Proposal	One	Not Separately Priced (NSP) Price is to be included in the price offered for Item 0001.	
0004	Training		<u>\$375,000</u> (See note A)	<u>\$375,000</u>
0005	Spare Parts		<u>\$400,000</u> (See note A)	
0005a	Based on the \$400,000 in estimated material costs, the Offeror shall apply any proposed composite factor for handling charges, storage, overhead, or other costs, plus profit associated with the \$400,000 Government estimate [$\$400,000 \times 12\%$ (Composite factor)]		$\$400,000 \times 12\%$	\$448,000 (Estimated Total)
0006	Options (See Notes A and C)			
0006AA	Supplies and Services for System Support for both the Wallops Command and Data Acquisition Station (WCDA), Wallops, Virginia, and Office of Satellite Data Processing and Distribution (OSDPD), located in the Suitland Federal Center, Federal Office Building No. 4, Suitland, Maryland:			

CONTRACT NO. 50-SPNA-0-00093

SEPTEMBER 18, 2000

0006AA-1 Option Year One

\$500,000.00
(See notes A and C)

Program Manager	123.20 per/hr
Chief Engineer	122.67 per/hr
Senior Systems Engineer/Analyst	106.87 per/hr
Systems Engineer/Analyst	103.22 per/hr
Senior Software Engineer/Analyst	106.87 per/hr
Software Engineer/Analyst	105.48 per/hr
Senior Comm. Network Engineer	117.43 per/hr
Computer Telecommunication Spec.	97.51 per/hr
Computer Systems Analyst	70.06 per/hr
System Programmer	105.48 per/hr
Applications Programmer	87.08 per/hr
Junior Analyst	72.76 per/hr
Junior Systems Analyst	89.04 per/hr

0006AA-2 Option Year Two

\$500,000.00
(See notes A and C)

Program Manager	129.36 per/hr
Chief Engineer	128.80 per/hr
Senior Systems Engineer/Analyst	112.22 per/hr
Systems Engineer/Analyst	108.38 per/hr
Senior Software Engineer/Analyst	112.22 per/hr
Software Engineer/Analyst	110.75 per/hr
Senior Comm. Network Engineer	123.30 per/hr
Computer Telecommunication Spec.	102.38 per/hr
Computer Systems Analyst	73.57 per/hr
System Programmer	110.75 per/hr
Applications Programmer	91.44 per/hr
Junior Analyst	76.40 per/hr
Junior Systems Analyst	93.49 per/hr

0006AA-3 Option Year Three

\$250,000.00
(See notes A and C)

Program Manager	135.82 per/hr
Chief Engineer	135.24 per/hr
Senior Systems Engineer/Analyst	117.83 per/hr
Systems Engineer/Analyst	113.80 per/hr

Senior Software Engineer/Analyst	117.83 per/hr
Software Engineer/Analyst	116.29 per/hr
Senior Comm. Network Engineer	129.46 per/hr
Computer Telecommunication Spec.	107.50 per/hr
Computer Systems Analyst	77.24 per/hr
System Programmer	116.29 per/hr
Applications Programmer	96.01 per/hr
Junior Analyst	80.22 per/hr
Junior Systems Analyst	98.17 per/hr

Notes:

- A. These line items are ordering items as described in Section H.12, hereof entitled "ORDERING ITEMS". The amounts listed are provisional amounts only and are subject to unilateral downward adjustment by the Contracting Officer. The amounts are estimates; they do not represent a commitment that the Government will purchase these items.
- B. Offerors shall propose unit price including applicable direct labor, fringe/overhead, general and administrative, and any other applicable costs and profit and total amount.
- C. This is an option item in accordance with the provision in Section C.06, hereof entitled "OPTIONS". Offerors shall propose unit prices including applicable direct labor, fringe/overhead, general and administrative, and any other applicable costs and profit. The Contractor shall use the labor category descriptions, as described in Section J, Attachment J-2, hereof entitled "CONTRACTOR KEY PERSONNEL QUALIFICATIONS".

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- C.01 GENERAL SCOPE; CLIN 0001**
- C.02 SPECIAL STUDIES; CLIN 0002**
- C.03 DATA; CLIN 0003**
- C.04 TRAINING; CLIN 0004**
- C.05 SPARE PARTS; CLIN 0005**
- C.06 OPTIONS; CLIN 0006**

C.01 GENERAL SCOPE: CLIN 0001

The Contractor shall deliver a new operational GOES Data Collection System (DCS) Automated Processing System II (DAPS II). The DAPS II shall be operational from the Wallops Command and Data Acquisition Station (WCDA), Wallops, Virginia and the Office of Satellite Data Processing and Distribution (OSDPD), located in the Suitland Federal Center, Federal Office Building No. 4, Suitland, Maryland. The Contractor shall perform detailed design and development work necessary to complete the requirements of this contract, and shall furnish all of the facilities, equipment, tools, labor, quality assurance, inspection, test facilities, management organization and control, and all other resources required for an operational DAPS II system in accordance with the specifications, drawings, and other requirements of this contract with the exception of that listed in Section J-1, paragraph 5.4 entitled "Government Furnished Equipment" (GFE). The Contractor's Proposal shall be made a part hereof, and implemented at contract award and continue throughout the life of the Contract. The DAPS II shall possess software that is portable and the use of Commercial-Off-The-Shelf (COTS) products are encouraged with limited use of custom software. The Offeror shall not propose leased or rented DAPS II hardware for any portion of the DAPS II system.

The Contractor shall develop and utilize the following schedules to plan and measure performance:

- a. Master Schedule - The Contractor shall prepare a Master Schedule showing the order in which work will take place, including identification of major events and milestones. At a minimum, the Master Schedule shall include start and completion of all requirements in the Statement-of-Need (Section J, Attachment J-1), and the Contractor's Proposal; including but not limited to: engineering activities, software development, COTS products usage, cabling requirements, installation of DAPS II equipment at both operational sites, electrical and mechanical systems requirements, system testing, and the transition phase-in period. Scheduling information shall identify the critical path(s) to project completion. The Master Schedule format shall include (1) the baseline (original plan), (2) revised schedule (variance \pm ten calendar days from baseline for each schedule item, any variance for preliminary acceptance or any variance in critical path items), and (3) actual dates.
- b. System Configuration Management (CM) Schedule - Based on the appropriate milestones in the Master Schedule, the Contractor shall prepare a CM schedule for approval which lists items to be controlled during the design, development, installation, and testing of the DAPS II. The Contractor shall provide a plan which details the process used to control the configuration and manage changes to the following items: final system design, all COTS hardware and software, custom developed hardware and software, any firmware present in the

architecture, documentation of the system as built at preliminary acceptance, facility modifications, test procedures and any special test apparatus. After items are committed to configuration management by this approved schedule, changes shall be identified and controlled in manner in accordance with the plan.

The Government will review CM as part of the Quarterly Progress Review, as described in Section H.02, hereof entitled "QUARTERLY PROGRESS REVIEW".

- c. Material Ordering Schedule - Based on the appropriate milestones in the Master Schedule, the Contractor shall prepare a schedule identifying material and subcontract procurements. The material ordering schedule shall identify the material or service to be procured, planned and actual purchase order/subcontract dates, purchase order/subcontract number and supplier/subcontractor, anticipated lead time, and required and actual material receipt dates. To ensure the system is delivered at preliminary acceptance with the current technological advancements in COTS system hardware and sub-components, ordering of this material shall not commence sooner than nine (9) months prior to preliminary acceptance. The most recent release of the Operating System and all other COTS software shall be delivered with the DAPS II. After final design approval, new releases of any article of COTS software or COTS system hardware and sub-components shall be subject to the clause referenced in Section I, hereof entitled "CHANGES- - FIXED PRICE".

These schedule reports shall be dispatched by means of a web based central management information data system, as described in Section G.05, hereof entitled "MANAGING USING THE WORLD WIDE WEB" 30 days after contract award. Revisions are required when any activity slips by 10 days or more, when a cumulative schedule change of 10 days or more occurs, or when the critical path changes.

The Contractor shall utilize these schedule reports as inputs to the progress measurement system, as described in Section H.08, hereof entitled "PROGRESS MEASUREMENT SYSTEM".

The Government will review these reports as part of the Quarterly Progress Review, as described in Section H.02, hereof entitled "QUARTERLY PROGRESS REVIEW".

C.02 SPECIAL STUDIES: CLIN 0002 (Ordering Item)

- (a) The Contractor shall schedule performance of work under this contract so as to permit, as ordered by the Government, up to 5000 hours of design/programming/engineering work to be performed on special studies within the scope of this

contract without causing delay or disruption to the work performed under this contract, or any other Government contract, or any other work in process for the Government. The Government shall not be obligated to order any or all of this amount.

- (b) As used herein, the term "Special Studies" means design/programing/engineering work under this contract to design improvements to or modifications of the DAPS II, ordered by the Contracting Officer or duly authorized representative pursuant to the procedures set forth in the provision in Section H.12, hereof entitled "ORDERING ITEMS". Special Studies do not include performance of work for correction of Contractor responsible defects.
- (c) The Contractor warrants that the prices for CLINs 0001, 0003, 0004, 0005 and 0006 of this contract do not include any amount for the above 5000 hours.
- (d) Notwithstanding any provisions of the clause referenced in Section I of this contract entitled "CHANGES--FIXED PRICE" or any other term and condition of this contract, adjustments in contract price by reason of Special Studies up to 5000 hours of work shall not include any amounts for cost of delay or disruption of work performed under this contract, any other Government contract or any other work in process for the Government. Additionally, the delivery schedule under this contract or any other Government contract shall not be extended by reason of or as a result of Special Studies up to 5000 hours of work.

C.03 DATA: CLIN 0003

The Contractor shall provide all data required by the contract, as amended at contract award in accordance with the Contract including Section J, Attachment J-1(SON), paragraph 3.0 entitled "DOCUMENTATION".

Documentation shall be dispatched by means of a web based central management information data system, as described in Section G.05, hereof entitled "MANAGING USING THE WORLD WIDE WEB".

C.04 TRAINING: CLIN 0004 (Ordering Item)

As ordered by the Government, pursuant to the procedures set forth in the provision in Section H.12, hereof entitled "ORDERING ITEMS", the Contractor shall provide up to \$375,000 in training to NESDIS personnel in the operation and maintenance of Contractor furnished equipment and software.

- (a) The Contractor shall provide and conduct equipment operation and maintenance training. Equipment training shall consist of both classroom and hands-on training conducted at the Contractor's/vendors' facilities or at both Government operational facilities, as required.

The number of attendees for any class shall not exceed 12. Attendees may be a combination of NESDIS personnel, representatives from other government agencies, or members of the DCS user community. Attendance for each class will be determined by the Government.

- (b) The Contractor shall recommend any equipment or systems for which training should be developed in accordance with NESDIS Standard No.S24.804. Minimum recommended requirements for training consist of a systems operations course, hardware and software maintenance courses, and a database management course. The Government will select training packages based on these and other recommendations.
- (c) Training sessions shall be arranged by the Contractor subject to the approval of the Government. The Contractor shall prepare a Training Program Schedule. This schedule shall include training dates and course duration (in hours), training location, the training topics ordered by the Government, and a brief narrative of each subject. The Contractor shall identify any subcontractor(s) or equipment/software manufacturer efforts required to conduct the training.
- (d) The Contractor shall establish detailed procedures to ensure the safety of all participants during training that may involve hazardous operations. Safety procedures shall include relevant notices, cautions, notes, and warnings extracted from publications, handbooks, or other sources of information pertinent to the operation and maintenance of the equipment. All safety information shall be covered in detail during training sessions.

- (e) For each training package ordered, the Contractor shall prepare a Training Guide which provides, as a minimum: (1) Additional, amplifying, or background information essential for the trainee but not contained in the technical manual(s) or other documentation; (2) Step-by-step direction for performance of tasks or functions encountered in the operational environment; (3) List of learning objectives; (4) List of study assignment(s); and (5) Practical problems requiring analysis and decision making similar to those problems which may occur in the operational environment. The Contractor shall include existing documentation in all instructional materials. Examples of existing documentation include equipment and systems technical manuals, commercial software and custom software documentation. Copies of all basic source documents shall be available for participants' use during training.
- (f) The Contractor shall provide all necessary supplies, tools, and equipment required to conduct the training. The Contractor shall make sufficient class time available so that each trainee will be able to perform adjustments and/or troubleshooting on an individual basis during the practical exercise portion of the training.
- (g) The Government will review training package development as part of the Quarterly Progress Review, as described in Section H.02, hereof entitled "QUARTERLY PROGRESS REVIEW". The Government will critique each training session in order to determine acceptability of the training materials and timeliness of the course presentation for transition to Government operation. The Contractor shall ensure that all written training materials match the DAPS II as-delivered configuration.
- (h) Training package development reports shall be dispatched by means of a web based central management information data system, as described in Section G.05, hereof entitled "MANAGING USING THE WORLD WIDE WEB".

C.05 SPARE PARTS: CLIN 0005 (Ordering Item)

As ordered by the Government, pursuant to the procedures set forth in the provision in Section H.12, hereof entitled "ORDERING ITEMS", the Contractor shall provide all labor, materials, equipment, services and facilities to furnish spare parts up to a total of \$400,000 dollars.

The Contractor shall provide a recommended spare parts list including quantities for all hardware and software provided for which spare parts are recommended by the Contractor or vendors, using NESDIS Standard No. S24.805 as guidance. The spare parts list shall be in accordance with paragraph 3.2 of NESDIS Standard No. S24.805. The Government will select

spare parts based on these and other recommendations.

The Government will review recommended spare parts as part of the Quarterly Progress Review, as described in Section H.02, hereof entitled "QUARTERLY PROGRESS REVIEW".

Recommended spare parts lists shall be dispatched by means of a web based central management information data system, as described in Section G.05, hereof entitled "MANAGING USING THE WORLD WIDE WEB".

C.06 OPTIONS: CLIN 0006

If exercised by the Government, the Contractor shall provide system support for the Wallops Command and Data Acquisition Station (WCDA), Wallops, Virginia, and for the Office of Satellite Data Processing and Distribution (OSDPD), located in the Suitland Federal Center, Federal Office Building No. 4, Suitland, Maryland, identified in Section J-1, paragraph 2.3. Options are not to include the correction of Contractor responsible deficiencies covered under warranty. CLIN 0006 may be exercised in whole or in part by the exercise of individual Subline Items. The Options will be exercised, if at all, by written notice to the Contractor from the Contracting Officer. The Government may exercise individual subline items anytime after "Preliminary Acceptance" as defined in Section E.03 hereof, but no later than the last business day of the months shown below:

<u>SUB-LINE ITEM</u>	<u>OPTION EXERCISE DATE</u>
0006AA-1	24 Months after Contract Award
0006AA-2	36 Months after Contract Award
0006AA-3	48 Months after Contract Award

As ordered by the Government, pursuant to the procedures set forth in the provision in Section H.12, hereof entitled "ORDERING ITEMS", the Contractor shall provide all labor, materials, equipment, services and facilities to furnish engineering and technical services to NESDIS personnel in the operation and maintenance of Contractor furnished equipment and software.

SECTION D - PACKAGING AND MARKING

D.01 PACKAGING AND MARKING__

The Contractor shall pack all items for domestic shipment in such a manner that will assure acceptance by common carriers and safe delivery at destination at the most economical rate(s). Shipping and handling of items shall not affect the characteristics or factory settings of the components, and ensures that field performance shall be within specification tolerances after assembly and final inspection.

All packages and intermediate packages, including reports and other documentation shall be legibly marked with the following information: (i) Contractor's name, (ii) contract number, (iii) description of contents, (iv) quantity in package, (v) stock number or item number and (vi) serial number.

The Contractor shall place identical packaging and marking requirements in all subcontracts.

SECTION E - INSPECTION AND ACCEPTANCE

E.01 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):

URL: [http:// www.arnet.gov](http://www.arnet.gov)

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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.02 INSPECTION AND ACCEPTANCE DUTIES

CLIN 0001 - The Contracting Officer or the duly authorized representative (COTR and ACOTRs) will perform inspection and acceptance of supplies and services to be provided under this contract. The DAPS II shall be inspected and accepted at the Government’s facilities by the authorized representatives of the Government.

CLINs 0002, 0004, 0005 and 0006 shall be inspected and accepted at the Contractor's facility or a location to be designated in each order by the Contracting Officer or duly authorized representative of the Government in accordance with the requirements in Section H.12, hereof entitled "ORDERING ITEMS".

CLIN 0003 will be inspected and accepted by the Contracting Officer or duly authorized representative of the Government in accordance with Section J, Attachment J-1(SON), paragraph 3.0, hereof entitled “DOCUMENTATION”.

E.03 PRELIMINARY ACCEPTANCE

Upon satisfactory completion of (i) Contractor's work, (ii) correction of deficiencies (unless otherwise agreed to in writing by the Contracting Officer) and (iii) the requirements of this contract, the Contractor shall present the DAPS II for preliminary acceptance by the Government.

E.04 FINAL ACCEPTANCE

The DAPS II will be finally accepted upon the expiration of its guaranty period.

E.05 GUARANTY PERIOD

- (a) As used in this contract, the term "defects" includes any and all defects, deficiencies, deteriorations, and failure in the DAPS II. There shall be a guaranty period beginning at the time of preliminary acceptance and ending one (1) year after preliminary acceptance of the DAPS II, unless extended as provided in paragraph (b) below.
- (b) The guaranty period for DAPS II shall be extended by the time during which the DAPS II is not available for unrestricted service by reason of any defects for which the Contracting Officer shall determine the Contractor to be responsible. During said period the Contractor shall have every reasonable opportunity to inspect the DAPS II, but have no power to control its operation.

E.06 QUALITY ASSURANCE PLAN

- (a) The Contractor shall utilize the Quality Assurance Plan presented as part of its proposal and made a part hereof, and shall assure that all items presented to the Government for acceptance fully comply with the requirements of this Contract. The plan shall be implemented at contract award and continue throughout the life of the Contract. The plan shall consist of sequential inspections which document defects, provide for timely correction of deficiencies, identify deficient areas and recommend solutions to systemic problems. The plan shall assure that the quality of all items presented to the Government meets the requirements of the Specifications, whether manufactured or processed by the Contractor, or procured from subcontractors or vendors.

- (b) The plan shall be totally integrated into all areas of the Contractor's operation, both technical and administrative, including design and production. The plan also applies to all tests required by this Contract.
- (c) If, during the course of the Contract, modifications to the Quality Assurance Plan are proposed, for any reason, the Contractor shall submit those changes to the COTR for approval. The submission schedule shall allow sufficient time for Government review and comment prior to implementation.
- (d) The personnel assigned to the development, administration and daily functions of the Quality Assurance Plan shall be fully trained in their areas of responsibility which may include: instruction and procedure development, product quality monitoring, inspection techniques, inspection data management and analysis.
- (e) The personnel assigned to quality functions shall have sufficient, well defined responsibilities, independent authority and organizational freedom to identify and evaluate quality problems and to initiate and recommend timely and positive solutions. Timely notice shall be given to the Government of personnel changes that affect the overall operation and internal reporting requirements of either the Quality Assurance organization or its assigned personnel.
- (f) The inspection and test documentation shall clearly describe the type of test or inspection to be accomplished with acceptance and rejection criteria. Documentation which demonstrates that the Contractor has accomplished Quality Assurance inspection shall be maintained and be made available to the Government prior to presentation for preliminary acceptance. The documentation shall list the quantity and type of deficiencies found and the nature of corrective action taken.
- (g) The Quality Assurance Plan shall address the certification and re-certification, use, cataloging and maintenance of measuring and test equipment. It shall address those pieces of equipment which will be used or installed to assure that the standards established in the required tests or inspections are met.
- (h) Where Quality Assurance process standards are established for other organizations and they are to be used on this contract, those standards shall be provided to the Government for information. Updates to the standards shall be provided as they are approved.
- (i) The Quality Assurance Plan shall establish and maintain an effective and positive control of nonconforming supplies or products, including procedures for

identification, segregation, presentation and disposition of rework or repaired supplies or products.

- (j) The establishment and implementation of a Quality Assurance Plan by a subcontractor or vendor does not relieve the Contractor of its responsibility to furnish to the Government items which fully comply with the requirements of the Contract.

SECTION F - DELIVERIES OR PERFORMANCE

F.01 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):

URL: http// www.arnet.gov

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.o.b. Destination	NOV 1991
52.247-48	F.o.b. Destination - - Evidence of Shipment	FEB 1999

F.02 DELIVERY SCHEDULE; CLIN 0001

The Contractor shall present the DAPS II to the Government for preliminary acceptance at both the Wallops Command and Data Acquisition Station (WCDA), Wallops, Virginia and the Office of Satellite Data Processing and Distribution (OSDPD), located in the Suitland Federal Center, Federal Office Building No. 4, Suitland, Maryland. after a period of * 18 months after contract award.

***(Offeror insert number of months; not to exceed 24 months)**

F.03 DELIVERY OF CLINs 0002, 0004, 0005 and 0006

The delivery schedules and locations for ordering CLINs 0002, 0004, 0005 and 0006 shall be as set forth in individual orders.

F.04 DELIVERY OF CLIN 0003

Data shall be delivered at the times and to the places set forth in the Section J, Attachment J-1 (SON), paragraph 3.0, hereof entitled "DOCUMENTATION".

F.05 PERIOD OF PERFORMANCE

CLIN	PERIOD OF PERFORMANCE
0001 & 0003	Date of contract award CLIN 0001 and CLIN 0003, through the expiration of the guarantee period set forth in Section E.05.
0002, 0004 & 0005	As specified in each Order, through the expiration of the guarantee period set forth in Section E.05.
0006	As specified in each Order, if exercised.

SECTION G - CONTRACT ADMINISTRATION DATA

G.01 NOAA/NESDIS CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- (a) Warren Dorsey is hereby designated as the COTR for this contract.
- (b) Kay Metcalf and Al McMath are hereby designated as ACOTR(s) for this contract.
- (c) The responsibilities and limitations of the COTR and ACOTR are as follows:
 - (1) The COTR is responsible for the overall technical management of the project and is located in the OSD Ground Systems Division Office at Suitland, Maryland.
 - (2) The ACOTRs are designated as Assistant COTR with responsibilities for the on-site technical and administrative aspects of the project. The ACOTRs are also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract or by the Contracting Officer.
 - (3) The COTR and the ACOTRs are not otherwise authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect contract price, terms or conditions. Any Contractor request for changes shall be referred through the COTR or ACOTRs to the Contracting Officer.
- (d) The COTR and ACOTRs may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR or ACOTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

G.02 CONTRACTING OFFICER AUTHORITY

- (a) Michael W. Knowles is the Contracting Officer for this contract.
- (b) The Contracting Officer is responsible for the overall contractual management of the project and is located at Systems Acquisition Office, 1315 East West Highway, Rm. 10122, Silver Spring, MD 20910-3282.

Only the Contracting Officer is authorized to make any changes, 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 with the Contracting Officer. In the event the Contractor makes any change 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 price to cover any increase in costs incurred as a result thereof.

G.03 SUBMISSION OF INVOICES

- (a) Original invoices shall be submitted with three copies to the Contracting Officer. To constitute a proper invoice, the invoice must include the information required in Section I, hereof entitled "PROMPT PAYMENT" at FAR subpart 52.232-25 subdivisions (a)(4)(i) through (a)(4)(iii).

Address invoices to: Department of Commerce, NOAA
Attn: Michael W. Knowles
Systems Acquisition Office
1315 East West Highway, Rm 10122
Silver Spring, MD 20910-3282

- (b) If deliverables are rejected for failure to conform to the requirements of the contract, or for damage in transit or otherwise, the provisions of the clause in Section I, hereof entitled "PAYMENTS" at FAR 52.232-1 will apply to the new delivery or replacement deliverables.

G.04 GOVERNMENT FURNISHED PROPERTY - MATERIAL/EQUIPMENT

Equipment and materials, as specified in Section J, Attachment J-1(SON), paragraph 5.4, hereof entitled "GOVERNMENT FURNISHED EQUIPMENT" (GFE), shall be provided to the Contractor for use in conjunction with the contract. **All other equipment and materials required in the performance of this contract shall be furnished by the Contractor.**

G.05 MANAGING USING THE WORLD WIDE WEB

The Contractor shall implement a Web based management central product data and management information system for information exchanges between the participants. The Contractor shall implement this system within 30 days after contract award and maintain the operability of the system through the end of the Guaranty Period as defined in Section E.05. All submittals shall be prepared in the Contractor's format and shall be clear, legible, and typed where appropriate. The Contractor shall use an information system which integrates in a Web based central product data base all required associated data products such as drawings, technical

manuals, GFI, training materials, Technical Interchange Meeting (TIM) minutes, correspondence, Quarterly Progress Review Documentation, Technology Substitution, Technology Substitution Plan, minutes, reports, plans, program management data, schedules, and procedures. The system shall be used to meet dynamically changing system needs and emerging requirements of the participants.

The Contractor shall maintain the data and products throughout the life cycle of the program in digital form, available over the world wide web. The data system will support user access and data delivery requirements. The Government will review and approve this information electronically, as appropriate. The electronic viewing capability will support on line access to data products at the Contractor's sites from a variety of remote locations. Technical manuals, drawings and some reports will also be provided in CD ROM format as a final deliverable.

The Contractor shall provide data location, access, delivery in place, routing to external support systems and inherent integrated applications for data review and approval. The sharing and exchange of information shall be by industry standard neutral data formats and communication protocols. This system shall support electronic mail or electronic data routing.

The Contractor shall provide a system to control the work flow of data review and approval and to meet the emerging needs of the participants. This process will include data review and approval due dates and status, scheduling of alerts to participants for review, comment and approval. The system will include a means to ensure only authorized and appropriate access to and update of information. The Contractor shall employ methods to handle sensitive data.

All submittals, including drawings, reports, and machine-produced listings shall be provide the following information:

- (a) The contract number, data item number, and data item title. When multiple submissions are made under the same data item (such as drawings, purchase orders, or test reports), a subtitle shall be included to further identify the content.
- (b) A list of all enclosures being submitted in the data package.
- (c) A revision letter and date shall be included to reflect the revision of any previously submitted document. The cover sheet shall provide a brief explanation of the reason for the change or a more detailed discussion shall be included in the content of the submittal.
- (d) Submittals requiring approval shall state: "This document requires Government approval". If approval has been granted, the approved version shall state: "This

document has been reviewed and approved by the Government".

- (e) Incremental submittals and documents regarding recurring meetings or events shall identify the specific increment/event date (if not otherwise identified in the subtitle).
- (f) Distribution and quantity of copies being sent.

The Contractor shall maintain scheduling data relating to the submission requirements of data items and, to the maximum extent possible, shall ensure that actual deliveries are made on or before specified due dates. Submission criteria are usually based on key events that are known to both the Contractor and to Government personnel (such as contract award). The Contractor shall use the web based information system to alert the reviewers via email that a data item is available for review. The Contractor shall notify the data item focal point 7 days prior to the Government approval date to adjudicate reviewers' comments. Two days prior to Government approval of a data item the Contractor, via email, shall notify the focal point that adjudicated comments are due in two days.

The Contractor shall maintain internal quality control to ensure submittals are complete and adequate and should not rely on Government review comments to ensure the technical accuracy of data.

The approval time period for Government reviews commences at receipt of the data by the Government agency responsible for providing approval. In most cases, approval will be granted subject to resolution of issues raised by review comments. If all issues can be successfully resolved, the Contractor shall correct and resubmit the data. In the event the Contractor disagrees with the intent of the review comments or is unable to comply with and/or resolve issues raised, the Contractor shall submit correspondence explaining the disagreement and propose suitable alternatives with supporting rationale.

G.06 CONTRACTOR REPRESENTATIVES AUTHORIZED TO SIGN DOCUMENTS

Upon execution of the Contract, the Contractor shall provide a written list to the Contracting Officer which identifies those Contractor representatives who are authorized to sign written communications on behalf of the Contractor. The list shall specifically contain the following: (1) name of individual authorized to sign Contractor-generated technical data and Contractor management type documentation, and (2) type of documentation each individual is authorized to sign. Upon addition or deletion of one or more names, the list shall be revised accordingly.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following are the Special Contract Requirements of this contract.

CLAUSE

NO. CLAUSE TITLE

- H.01 POST-AWARD ORIENTATION CONFERENCE**
- H.02 QUARTERLY PROGRESS REVIEWS**
- H.03 PROGRAM MANAGEMENT**
- H.04 ORGANIZATIONAL CONFLICT OF INTEREST**
- H.05 ACCEPTANCE TESTING PROGRAM**
- H.06 EQUIVALENT EQUIPMENT**
- H.07 APPROVAL BY THE GOVERNMENT**
- H.08 PROGRESS MEASUREMENT SYSTEM**
- H.09 INSURANCE COVERAGE**
- H.10 REPRODUCTION OF PLANS AND OTHER DATA**
- H.11 YEAR 2000 WARRANTY - COMMERCIAL SUPPLY ITEMS**
- H.12 ORDERING ITEMS**
- H.13 HARMLESS FROM LIABILITY**
- H.14 TRANSITION TO PHASE-IN**
- H.15 COMPLIANCE WITH LAWS**
- H.16 TECHNOLOGY SUBSTITUTION**
- H.17 TECHNOLOGY SUBSTITUTION PLAN**

H.01 POST-AWARD ORIENTATION CONFERENCE

The Contractor shall host a post-award orientation conference, to include the Contracting Officer, Contracting Officer's Technical Representative (COTR), Assistant Contracting Officer's Technical Representatives (ACOTR), and such other individuals who will represent the Contractor and the Government during the performance of this Contract, to be held at the Contractor's facility within 30 days after the award of the Contract. The purpose of the conference will be to review the terms and conditions of the Contract, discuss the technical scope of the Contract, and address questions from either the Contractor or the Government. The Contractor shall (i) provide a meeting area suitable to accommodate the conference, (ii) provide meeting minutes to the government for review and approval within ten (10) days after the conference, and (iii) after approval by the government distribute approved minutes to all who participated.

H.02 QUARTERLY PROGRESS REVIEW

The Contractor shall prepare and disseminate between the participants the Quarterly Progress Review Documentation each quarter in accordance with Section G.05, entitled "MANAGING USING THE WORLD WIDE WEB". Throughout the duration of this contract the Contractor shall conduct Quarterly Progress Reviews (if requested by the Government or the Contractor) at its facility. The Quarterly Progress Review shall cover the physical progress of software development, both COTS and custom, status of engineering, material, logistics, production and outstanding contractual matters. At least five (5) days before each Quarterly Progress Review the Contractor shall submit a proposed agenda and draft presentation materials to the Contracting Officer's Technical Representative (COTR), the Assistant Contracting Officer's Technical Representatives, the Chief of Ground Systems Division and the Contracting Officer for comment and additional items to be added as necessary. The Contractor shall (i) provide a meeting area suitable to accommodate the Quarterly Progress Review, (ii) provide meeting minutes to the government for review and approval, and (iii) after approval by the Government distribute approved minutes to all who participated.

H.03 Program Management

The Contractor shall designate a program manager to coordinate day-to-day activities and to act as the technical interface with the COTR. The program manager or designated representative shall be directly responsible to coordinate and carry out the following items.

Technical Interchange Meeting (TIM):

After contract award and throughout the duration of the contract, the Contractor or the COTR may request a Technical Interchange Meeting (TIM) to facilitate development activities and clarify interpretation of DAPS II requirements. The COTR will be responsible for designating the subject, time, and place of such meetings and assure the availability of appropriate Government personnel.

Design Reviews:

The Contractor shall incorporate into the Quarterly Progress Review a formal detailed design review with a detailed presentation highlighting all aspects of the hardware and software design followed by a question and answer session.

Preliminary Design Review:

This review shall concentrate on the DAPS II hardware and software. The software portion of the review shall concentrate on the major modules, routines, and their respective execution. The review shall also cover a discussion of any changes made in the DAPS II design.

Final Design Review:

Subsequent to the acquisition and/or breadboard testing of all hardware components by the Contractor, a formal final design review will be presented at the Government's NESDIS facility located in FOB No. 4, Suitland, MD. This review shall occur when deemed timely by the Contractor. The final design review must provide a detailed description of the final DAPS II design. The Contractor shall prepare visual aids to support this presentation with copies provided to the attendees. This review shall be scheduled with at least two (2) weeks advance notice (if not scheduled with Quarterly Progress Review) and with advance copies of the agenda provided. A final review of the changes incorporated as a result of this review will be held at the Contractor's facility.

Coordination Meetings:

The program manager shall be required to meet regularly with the Government's representatives at the Contractor's location for discussions regarding DAPS II development. The first such meeting will be scheduled at the Post-award Orientation Conference. The next meetings shall occur on a monthly basis as required. The Contractor shall be expected to informally discuss the following:

- (a) Any problems or deficiencies highlighted in the monthly progress report as required in Section H.08, entitled "PROGRESS MEASUREMENT SYSTEM".
- (b) The status of all hardware and software development including walk through tours and actual equipment demonstrations.
- (c) Related hardware and software development and/or integration tasks.
- (d) Any questions regarding DAPS II design.

Dissemination of all information above shall be in accordance with Section G.05, entitled "MANAGING USING THE WORLD WIDE WEB".

H.04 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of the potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.05 ACCEPTANCE TEST PROGRAM

The acceptance test program for the DAPS II shall require preparation of test plans and procedures for their execution for in-plant and on-site preliminary acceptance testing including transition to phase-in. The Contractor shall supply separate draft test plans for in-plant and for on-site testing, which shall include the transition to phase-in, at least four (4) months prior to testing. The on-site preliminary acceptance testing plan shall specifically define the number of signal splitters needed to effectively ingest DCP data; to control the DCS Test Transmitters; and to initiate DCP interrogations. The Contractor shall indicate in the draft plans, any testing constraints imposed by existing DCS equipment, using existing DCS RF equipment, etc. The government shall have thirty (30) days to review each test plan and furnish comments. The Contractor shall incorporate the government's comments and submit final test plans for government approval one (1) month prior to testing. These test plans shall be comprehensive, addressing each functional requirement specified and demonstrating that the DAPS II meets each detailed requirement. The Contractor shall provide a test procedure schedule to the Contracting Officer's Technical Representative (COTR) and Assistant Contracting Officer's Technical Representatives (ACOTR) at least two (2) weeks prior to either in-plant or on-site testing with written notification not less than seven (7) days prior to performing scheduled testing.

- (a) In-Plant Testing: The Contractor shall develop a simulator which is required for testing of the DAPS II. To carry out real time testing of the DAPS II, the simulator shall represent the DEMOD front end to test all data rates, all channels and any redundant feeds. After successful completion of all in-plant testing; the simulator shall be delivered to the Wallops CDA station and incorporated into the DAPS II design. The DAPS II in-plant testing shall concentrate on the individual components and processes that constitute the subsystem. Each test shall demonstrate compliance at the functional requirement and the design specification levels. The Contractor shall develop test procedures that simulate each DEMOD data output; each DCS user input/output circuit; each test transmitter input; output of DCP messages via the Internet data retrieval mode, DOMSAT, and the NWSTG circuits; the operation of the interrogate modulator interfaces; and DOMSAT data reception via the DROT earth terminal. DAPS II in-plant testing shall be performed on a single system configuration with no component swapping permitted. In-plant testing of other or redundant DAPS II hardware shall be run identically. The resulting data shall be recorded, certified as true and correct by the Contractor, and forwarded to the Government. The Government reserves the right to have any test repeated if there are data discrepancies detected.

- (b) On-Site Preliminary Acceptance Testing: Preliminary acceptance testing shall be performed on-site immediately after installation at both operational sites. The on-site testing shall focus upon overall subsystem compliance with the functional and design requirements, with all DCS user preliminary acceptance testing and transition to phase-in contingencies, and with any Government requirements, and shall accommodate all interfacing needed with the existing DCS system. The preliminary acceptance test shall be conducted by the Contractor. For successful completion of the DAPS II preliminary acceptance, the system shall continue to operate for a period of thirty (30) consecutive days of continuous 24-hour operation. To fulfill preliminary acceptance requires no hardware failures; no loss of system data; and with a software confidence of > 99 percent throughout the last seven (7) days of the acceptance period (< 252 seconds of downtime). In the event that this performance level is not maintained during this seven (7) day period, the performance period shall be extended on a day-by-day basis until the above required effectiveness level is achieved for each software routine or item of equipment.
- (c) DAPS II Preliminary Acceptance: After successful conclusion of the 30 day continuous 24-hour operation preliminary acceptance testing, the Contractor shall present the DAPS II to the Government for preliminary acceptance. The DAPS II having met system requirements will be accepted by the government in accordance with Section E.03, hereof entitled "PRELIMINARY ACCEPTANCE". Upon preliminary acceptance, DAPS II will enter into the transition to phase-in period of dual operation with DCS/DAPS, as defined in Section H.14, hereof entitled "TRANSITION TO PHASE-IN".

H.06 EQUIVALENT EQUIPMENT

In the event that the Contractor wishes to substitute equipment which it considers equivalent to an item specified in this Contract, **including the Contractor's Proposal, as amended at contract award**, by manufacturer's make and model number "or equal," the Contractor shall submit a substitutional request in writing to the Government for approval. Such requests shall be in accordance with the equivalency requirements of the specifications and shall be made ninety (90) days in advance of the Contractor's anticipated order of the equipment to allow the Government time to determine equivalency. Within thirty (30) days after receipt of the request the Government will approve or disapprove the request, or will provide a date by which approval or disapproval will be provided.

H.07 APPROVAL BY THE GOVERNMENT

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and any other services.

The Government will approve only those designs and drawings and other data which are specifically identified in the contract as requiring approval. The Government's review, approval or acceptance of data provided under this contract shall not be construed as a waiver of any rights the Government may have under the clause referenced in Section E, hereof entitled "Inspection of Supplies – Fixed Price".

H.08 PROGRESS MEASUREMENT SYSTEM

The Contractor shall apply a progress measurement system to determine the physical progress of completed work for the base Contract work, which includes the contract price for CLINs 0001, and 0003. CLINs 0002, 0004 and 0005; Ordering Items, and CLIN 0006; Options, shall be added to the progress measurement system in the amount ordered when orders are placed. The progressing system shall permit a direct comparison between the actual extent of progress and the planned extent of progress (baseline) for each of the elements in the Master Schedule, CM Schedule, and Material Ordering Schedule, as described in Section C.01, hereof entitled "GENERAL SCOPE".

The Contractor shall provide a monthly report of the progress measuring system employed. The initial report shall be submitted at the post-award orientation and shall accompany the monthly invoices thereafter. Each progress report shall be divided into a management section and a technical section. The management section shall contain the following:

- (a) A breakdown of the hours expended throughout the reporting period including the major activities of the assigned personnel;
- (b) A milestone chart showing progress to date versus the anticipated progress for each major task (hardware and software tasks shall be individually divided);
- (c) Two separate graphs: one showing the total costs incurred versus time and the other showing the estimated cost versus time; and
- (d) A listing of any major hardware purchases throughout the reporting period.

The technical section of the progress report shall contain the following:

- (a) All problems encountered and solutions proposed during the preceding month;
- (b) Major requirement clarifications received during the preceding month from the COTR and ACOTRs or as a result of the monthly coordination meetings;
- (c) Outstanding questions requiring government decision or guidance;
- (d) Supporting documentation on software and hardware subsystem design, development, and integration; and
- (e) Planned activities for the following month.

H.09 INSURANCE COVERAGE

Pursuant to the clause referenced in Section I, hereof entitled "Insurance - Work on a Government Installation," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of a least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) General Liability
 - (1) The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
 - (2) The Contractor shall have property damage liability insurance in the amount of \$500,000.
- (c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles

operated in the United States shall provide coverage of a least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

- (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.10 REPRODUCTION OF PLANS AND OTHER DATA

When the Government requires, the Contractor shall, at the cost of reproduction, furnish to whomsoever may be designated by the Government, any data developed for or provided under this contract in accordance with the clause referenced in Section I, hereof entitled "RIGHTS IN DATA - - GENERAL". The furnishing of such data shall not constitute any guaranty or warranty, either express or implied, by the Contractor other than that they are correct copies of such data.

H.11 YEAR 2000 WARRANTY - COMMERCIAL SUPPLY ITEMS

"Year 2000 compliant" means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchange date/time data with it.

The Contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this contract, provide that notwithstanding any provision to the contrary in such commercial warranty or warranties, the

remedies available to the Government under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after final acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

H.12 ORDERING ITEMS

- (a) Contract Modification - Items and Other Requirements to be Furnished When Ordered by the Government. The Contractor shall furnish supplies or other requirements under the CLINs 0001, 0002, 0003, 0004, 0005, or 0006 when a contract modification or order is issued by the Government in accordance with the procedures specified herein. The Government shall not be liable for any expenses incurred by the Contractor under any CLIN set forth herein until a contract modification or order is issued by the Government.
- (b) Contractor Proposal - Requirements Being Ordered. When required by the Contracting Officer (CO), the Contractor shall submit a proposal for the requirements the Government contemplates ordering hereunder. Such proposal shall be supported by cost or pricing data as prescribed in Far 15.4 unless such requirements have been waived for the contract pursuant to FAR 15.403-1.
- (c) Ordering Period and Terminal Date for Delivery or Performance. Contract modifications or delivery orders for supplies or other requirements may be issued at any time during the period of performance of this contract through final acceptance, except for CLIN 0006, if exercised, no later than the schedule specified in Section C.06, hereof entitled "OPTIONS". Contract modifications issued in accordance with this requirement shall provide that deliveries or performance shall be completed in accordance within the period of performance specified in each order.
- (d) Ordering. The CO will issue contract modifications or orders for supplies or requirements to be furnished by the Contractor in accordance with the terms set forth below. Each contract modification or order issued in accordance with paragraph (e), (f) or (h) below shall:
 - (1) Be prepared on a Standard Form 30 (Amendment of Solicitation/Modification of Contract) or Optional Form 347;
 - (2) Be numbered as a modification to/action under this contract;
 - (3) State that the action is issued in accordance with this clause;

- (4) Identify the CLIN number set forth in Section B of the Schedule under which the supplies or services are being procured;
 - (5) Set forth in full detail the supplies or other requirements and the quantities being procured;
 - (6) Set forth packing and marking requirements for supplies being procured;
 - (7) Set forth consignment and marking instructions for supplies being procured to the extent they are known at the time the contract modification or order is issued;
 - (8) Set forth negotiated delivery or performance dates;
 - (9) Set forth the applicable inspection and acceptance requirements;
 - (10) Identify those items, if any, subject to the clause listed in Section I, hereof entitled "LIMITATION OF LIABILITY - HIGH VALUE", if included in this contract;
 - (11) Obligate funds to cover priced orders issued under paragraph (e) below, or ceiling priced orders issued under paragraph (f) below and unilateral orders issued under paragraph (h) below; and
 - (12) Set forth the applicable accounting and appropriation data.
- (e) Issuance of Contract Modifications or Orders Covering Priced Orders. For each order placed pursuant to this requirement, the CO will prepare a modification or delivery order under this contract in the form of a priced order when supplies or other requirements are to be furnished by the Contractor, unless otherwise provided for under paragraphs (f) or (h) below. The supplies or other requirements being procured shall be clearly defined in the contract modification or delivery order. Such modification or order shall be fully priced and otherwise fully definitive at the time of issuance and shall be signed by the Contractor and the CO.
- (f) Issuance of Contract Modifications or Delivery Orders Covering Ceiling Priced Orders. In those cases where it is not possible to fully price supplies or other requirements in accordance with paragraph (e) above due to urgency such as safety or readiness impact, the CO will prepare a modification or order to this contract in the form of a ceiling priced order. Each ceiling priced order shall

clearly define the supplies or other requirements being procured and shall set forth a not-to-exceed ceiling price and a limitation of Government liability, which shall be an amount not greater than fifty percent (50%) of the ceiling price. The ceiling price set forth in any ceiling priced order shall not be used as a billing price for delivered items. Each ceiling priced order shall provide for total performance of the order for the specified ceiling price and such ceiling price shall bear a reasonable relationship to the work to be performed. A milestone schedule which culminates in a mutually agreed date upon which complete definitization will occur shall be included in each ceiling priced order of \$25,000 (net value) or more. The milestone schedule established in the ceiling priced order concerned shall be within the period set forth in paragraph (j) below. Each contract modification covering a ceiling priced order shall be signed by the Contractor and the CO. Additional requirements or quantities shall not be added to any ceiling priced order issued hereunder.

- (g) Limitation of Government Liability Under Ceiling Priced Orders. The ceiling price specified in each ceiling priced order shall be the maximum limitation on the Government's obligation to pay for the supplies or other requirements being ordered, i.e., the parties agree that the definitized price for any ceiling priced order shall be no greater than the ceiling price of such order. Additionally, the Contractor shall not be authorized to incur obligations and, in any event, the Government shall not be obligated to make expenditures in excess of the limitation of Government liability until such time as the parties have established firm prices for the order in accordance with paragraph (j) below. If at any time the Contractor has reason to believe that the total price to the Government for the supplies or other requirements called for in any ceiling priced order will be substantially less than the ceiling price specified, the Contractor shall promptly notify the CO in writing. The CO will, based upon such notification, decrease the ceiling price and limitation of Government liability of the ceiling priced order concerned. A decrease in the ceiling price and limitation of Government liability of any ceiling priced order shall be set forth in a modification to this contract and shall be signed by the Contractor and the CO.
- (h) Unilateral Orders. In the event the CO determines that time does not permit negotiation of a bilateral modification either fully priced or ceiling priced, a unilateral order may be issued by the CO which will specify a dollar limitation (see paragraph (i) below), a limitation of Government liability (which shall be an amount not greater than fifty percent (50%) of the dollar limitation), and desired delivery schedule for the supplies or services ordered, together with a detailed description of the supplies or services to be furnished and a statement of the cost and pricing data required to be furnished. Price and delivery schedule will later be the subject of a bilateral modification (see paragraph (j) below) to be executed on

behalf of the Government by the CO. The unilateral modification shall not be used for end item billing purposes for delivered items under this contract or as a billing price for any deliverables under such unilateral order.

- (i) Limitation of Obligations with Respect to Unilateral Orders not Finally Priced.
The Contractor shall immediately commence work upon receipt of any unilateral order to this contract. If at any time the Contractor has reason to believe that the price of a unilateral order placed hereunder will exceed the dollar limitation established by the CO in a unilateral order, the Contractor shall so notify the CO in writing and propose an appropriate increase in the dollar limitation and limitation of Government liability of such order. Within thirty (30) days of such notice, the CO will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on a unilateral order beyond the point where their costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such unilateral order prior to establishment of firm prices therefore, in accordance with paragraph (j) below.
- (j) Establishment of Firm Prices for Ceiling Priced Orders and Unilateral Orders.
The Contractor shall submit to the CO not later than thirty (30) days after issuance of each ceiling priced or unilateral order, a price proposal for the supplies or other requirements ordered by the Government, which shall include: (i) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the ceiling priced or unilateral order together with sufficient data to support the accuracy and reliability of such estimate and (ii) supporting cost or pricing data (see paragraph (n) below), except that if a price proposal including supporting cost or pricing data was submitted to the CO before the issuance of the ceiling priced order concerned, only revisions to such price proposal and the supporting cost or pricing data are required to be submitted to the CO. Upon submission of the Contractor's price proposal, or revisions thereto, the Contractor and the CO shall promptly negotiate and establish a firm price for the supplies or other requirements called for in the ceiling priced or unilateral order concerned. The firm price for the supplies or other requirements, as agreed upon by the Contractor and the CO, shall be set forth in a modification to this contract which shall supersede the applicable ceiling priced or unilateral order. The item identifications shown in the applicable ceiling priced order or unilateral order shall be set forth in such contract modification. The firm price of each ceiling priced order or unilateral order shall be established within one-hundred eighty (180) days after issuance of the ceiling priced or unilateral order, or upon

completion of forty percent (40%) of the work, whichever occurs earlier. If agreement on a definitive contract modification to supersede any ceiling priced or unilateral order is not reached within the period specified above, the CO may determine a reasonable price for the ceiling priced or unilateral order concerned in accordance with FAR 15.4 and Part 31 subject to appeal by the Contractor as provided in the "DISPUTES" clause referenced in Section I of this contract.

- (k) Segregation of Costs of Ceiling Priced and Unilateral Orders. The Contractor shall segregate by order all incurred costs (less allocable credits) for work allocable to each ceiling priced and to each unilateral order issued pursuant to paragraphs (f) or (h) above. The requirement for the Contractor to segregate the costs of each ceiling priced or unilateral order shall continue until the ceiling priced order or unilateral order is superseded by a contract modification establishing a firm price for the order.
- (l) Progress Payments -- Withholding or Suspension -- Ceiling Priced and Unilateral Orders. Submission by the Contractor of a price proposal adequate for negotiations for each ceiling priced and unilateral order issued hereunder is a material requirement of this contract in order that complete definitization will occur within the period specified in paragraph (j) above. Therefore, if the Contractor fails to submit an adequate price proposal for any ceiling priced or unilateral order, progress payments may be reduced or suspended for the order concerned unless such failure of the Contractor is due to causes beyond its control and without its fault or negligence. The CO will notify the Contractor in writing as to any reduction or suspension of progress payments pursuant to this paragraph.
- (m) Modification to Priced Orders, Ceiling Priced Order or Unilateral Orders. Modifications to priced orders, ceiling priced or unilateral orders issued hereunder shall be effected in accordance with the procedures for issuing contract modifications specified in this requirement. Modifications to ceiling priced orders issued pursuant to paragraph (f) and unilateral orders pursuant to paragraph (h) above shall not include additional requirements or quantities.
- (n) Cost and Pricing Data. Whenever cost or pricing data, as defined in FAR 15.401, are required in accordance with FAR 15.406-2, the Contractor shall submit a signed Standard Form 1411 (SF 1411), Contract Pricing Proposal Cover Sheet, with supporting attachments.
- (o) The amounts shown in Section B under CLINs 0002, 0004, 0005 and 0006 of this Contract for the purchase of special studies, training, additional spare parts and options are Government estimates of the **maximum amount of all orders** to be

placed under each such ordering line item. The Government shall not be obligated to order any or all of the amount of each ordering item.

H.13 HARMLESS FROM LIABILITY

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, agents, etc.

H.14 TRANSITION TO PHASE-IN

The Contractor shall schedule in the DAPS II's Master Plan, a two (2) month transition to phase-in period during which DAPS II will continue to operate in a dual mode after preliminary acceptance testing shadowing the existing DCS/DAPS. The phase-in period will enable further verification of the DAPS II and the debugging of system level problems before the DAPS II is made fully operational. The phase-in period for the DAPS II shall begin immediately after DAPS II preliminary acceptance. Problems detected are to be resolved by the Contractor under warranty. Throughout the phase-in transition period, DAPS II operation can in no way interfere with the existing DCS at Wallops CDA Station or OSDPD at Federal Office Building 4, Suitland, Maryland. The Government will remove and dispose of temporary connections required for testing and dispose of the existing DCS/DAPS following successful phase-in.

H.15 COMPLIANCE WITH LAWS

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 necessary for such performance, and shall procure such permits, licenses and other required authorizations for the United States and state and local authorizations as may be necessary in connection with beginning or carrying on to completion of the contract work, and shall at all times comply with all United States, state and local laws in any way affecting the contract work.

H.16 TECHNOLOGY SUBSTITUTION

All items (e.g., hardware, system software) and support services (maintenance, training, documentation, installation and technical support services) shall be the most modern and cost effective available at the time of delivery and installation, in accordance with Section C.01(c). The Contractor shall propose substitute items whenever the Contractor or its subcontractor is offering replacement or substitutes for the components in question and the Contractor offers the particular product to any of its commercial or Government customers. The Government may request that those items be substituted for comparable items originally offered. The Government reserves the right to accept or reject proposed substitutions.

The minimum qualifications for acceptance of substitutions are as follows:

- (a) The substitute item shall meet or exceed the applicable requirements and specifications of this contract.
- (b) Any substitute item shall be fully compatible with the existing hardware and software installed at the time the substitute is proposed for use.
- (c) The substitute item shall have capacity and performance characteristics equal to or better than those of the component it is to replace. The criteria used originally for selecting the winning vendor's components will be used to determine acceptability of substitute items.
- (d) The substitute item shall be equal to or more cost effective than the item it is to replace, based on the same evaluation as done under the solicitation.

To propose a substitute item, the Contractor shall submit a written proposal to the Contracting Officer, with adequate supporting justification addressing each of the applicable qualifications in Section J, Attachment J-1(SON) and the Contractor's Proposal, as amended at contract award, and Final Design Review, other attributes of the substitute item of which the Government should be aware. Additionally, the Contractor agrees to demonstrate the proposed item prior to delivery, if requested by the Government. The Government may allow component substitutions when, in the opinion of the Contracting Officer it is in the best interest of the Government to do so.

All proposed technology modifications, substitutions and additions to the contract shall be evaluated as to their benefit to the Government. In determining the comparative life cycle costs of such proposals, the performance costs over the remaining life of the contract shall be included.

H.17 TECHNOLOGY SUBSTITUTION PLAN

The Contractor shall develop and maintain through final acceptance of this contract a technology substitution plan that conforms to the clause provided in Section H.16, hereof entitled "TECHNOLOGY SUBSTITUTION" and to the requirements in this section. This plan shall enable the Contractor to propose and the Government to consider, alternate hardware and software which meets the following characteristics:

- (a) Meets at a minimum all of the applicable mandatory requirements of the solicitation.
- (b) Is functionally equivalent or superior to current items to be furnished under the contract.
- (c) Will maintain or improve successful systems performance.
- (d) Will facilitate or maintain ease of maintenance or use.
- (e) Will be supportable for the life of the contract.
- (f) Has been successfully utilized in actual performance.
- (g) Will provide a greater value to the Government than the hardware or software currently under contract.

Technology substitution specified in the plan and in Section H.16, hereof entitled "TECHNOLOGY SUBSTITUTION" is applicable only to hardware or software not yet installed at the time the improvement is authorized by the Government. Replacement of already installed contractor hardware or software will be considered by the Government pursuant to the clause referenced in Section I of this contract entitled "CHANGES--FIXED PRICE", should either the Government or the Contractor so request.

Hardware or software installed pursuant to this clause shall be subject to the same warranties and acceptance procedures as items already under the contract.

This plan is subject to review as part of the Quarterly Progress Review, as described in Section H.02, hereof entitled "QUARTERLY PROGRESS REVIEW".

[THIS PAGE INTENTIONALLY LEFT BLANK]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.01 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):

URL: [http:// www.arnet.gov](http://www.arnet.gov)

I. FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
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
52.215-2	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
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 1999
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
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG 1998
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-14	RIGHTS IN DATA--GENERAL ALTERNATE I (JUN 1987) ALTERNATE II (JUN 1987) ALTERNATE III (JUN 1987) ALTERNATE IV (JUN 1987) ALTERNATE V (JUN 1987)	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS	JUN 1987
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
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-16	PROGRESS PAYMENTS	MAR 2000

52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.244-2	SUBCONTRACTS	AUG 1998
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1998
52.245-1	PROPERTY RECORDS	APR 1984
52.245-18	SPECIAL TEST EQUIPMENT	FEB 1993
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	APR 1984
52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING ALTERNATE III (APR 1984)	FEB 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.02 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

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

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

(b) The Contractor shall - -

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

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

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

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

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

I.03 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1998)

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

Small disadvantaged business concern means an Offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

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

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

(ii) 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

- (iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) 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. In this case, in order to receive the benefit of a price evaluation adjustment, an Offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

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

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

- (b) Evaluation adjustment.

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

- (i) Offers from small disadvantaged business concerns that not waived the adjustment;
- (ii) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;
- (iii) Otherwise successful offers of eligible products under Trade Agreements Act when the dollar threshold for application of the Act is equaled or

exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

- (iv) Otherwise successful offers where application of the would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and
- (v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

- (c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

- (d) Agreements.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for –

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
- (ii) Supplies (other than procurement from a nonmanufacturer such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
- (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
- (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by

employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.04 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages **Volume IV 1-75**, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated **June 30, 2000** upon which this contract is based.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

NUMBER	TITLE
Attachment J-1	STATEMENT OF NEED, dated MAY 19, 2000, Rev 04
Attachment J-2	CONTRACTOR KEY PERSONNEL QUALIFICATIONS, Rev 01
Attachment J-3	CONTRACTOR PAST PERFORMANCE EVALUATION, Rev 01
Attachment J-4	GOVERNMENT FURNISHED INFORMATION
Attachment J-4.1	DAPS II/DAMS, dated JUNE 8, 2000, Rev 01
Attachment J-4.2	DCS IMPROVED TEST TRANSMITTER DAPS II/DAMS
Attachment J-4.3	INTERROGATE MODULATOR INTERFACE REQUIREMENTS
Attachment J-4.4	NWS TELECOMMUNICATIONS GATEWAY (NWSTG) MESSAGE FORMAT
Attachment J-4.5	DAPS II/DOMSAT INTERFACE REQUIREMENTS
Attachment J-4.6	DAPS II TIME CODE READER INTERFACE
Attachment J-4.7	DCS ADDRESS ASSIGNMENTS—THE 21/31 BCH CODE
Attachment J-4.8	DICE MONITORING INTERFACE REQUIREMENTS
Attachment J-4.9	GOVERNMENT DCS PERSONNEL REPORTS
Attachment J-4.10	APPLICABLE NESDIS STANDARDS
Attachment J-4.10.1	STANDARD NO. S24.801 PREPARATION OF OPERATION AND MAINTENANCE MANUALS
Attachment J-4.10.2	STANDARD NO. S24.802 GENERAL REQUIREMENTS FOR COMMAND AND DATA ACQUISITION STATION EQUIPMENT
Attachment J-4.10.3	STANDARD NO. S24.803 CABLE AND WIRE IDENTIFICATION

Attachment J-4.10.4 STANDARD NO. S24.804 GENERAL REQUIREMENTS FOR
TRAINING ON ELECTRONICS EQUIPMENT

Attachment J-4.10.5 STANDARD NO. S24.805 SPARE PARTS

Attachment J-4.10.6 STANDARD NO. S24.806 SOFTWARE DEVELOPMENT
STANDARDS

Attachment J-4.11 USER INTERFACE MANUAL (UIM)

Attachment J-4.12 DATA QUALITY MONITOR (DQM) MANUAL

Attachment J-4.13 OPERATOR/MANAGER (O & M) MANUAL

Attachment J-5 CLIENT AUTHORIZATION LETTER

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.01 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):

URL: [http:// www.arnet.gov](http://www.arnet.gov)

1. FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

K.02 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) above; 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) above

Patrick R. Woods

Gardiner A. Hall, III

[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in the 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) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

(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.03 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 accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN:**52-1267968**

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:

Name-----N/A-----

TIN-----

K.04 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, [**X**] is not a women-owned business concern.

K.05 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 3-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 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 3-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.

(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.06 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(MAY 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is: 7373.

(2) The small business size standard is: \$18,000,000.00.

(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: \$18,000,000.

(b) Representations. (1) The Offeror represents as part of its offer that it [] is, [**X**] 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, [**X**] 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, [**X**] 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.

"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.07 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; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(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.08 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.09 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the (EPA) List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

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 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 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the Offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of such data should a contract be awarded to the Offeror.

(c) The Offeror has reviewed the requirements for the delivery of data or software and states [Offeror check appropriate block]--

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.13 CERTIFICATION

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

Signature: Steven K. Kowal /s/

Title: Vice President

Date: June 29, 2000

[THIS PAGE INTENTIONALLY LEFT BLANK]