AWARD/AGREEMENT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡ RATING: SEE ORDERS

PAGE 1 OF 26

2. CONTRACT (Proc. Inst. Ident.) NO.: N00406-01-G- 5066

3. EFFECTIVE DATE: Block 20C

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: SEE ORDERS

5. ISSUED BY — CODE: N00406

FLEET & INDUSTRIAL SUPPLY CENTER PUGET SOUND
Code 205.DC, Regional Contracting Department
467 W. Street
Bremerton, WA 98314-5120
David Clemens, (360) 476-4100, fax 476-5083
david_w_clemens@puget.fisc.navy.mil

6. ADMINISTERED BY (If other than Item 5) — CODE:

SAME

7. NAME AND ADDRESS IF CONTRACTOR (No., street, city, county, State, and ZIP Code)

Q E D SYSTEMS, INC.
4646 N WITCHDUCK RD
VIRGINIA BEACH, VA 23455-6215
(757) 490-5046 Fax: 490-5027
Kbannister@emh.qedsysinc.com
TIN: 54-0850637 DUNS: 046245411 CAGE: 7B572

CODE: FACILITY CODE:

8. DELIVERY: ☐ FOB ORIGIN ☐ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT: See Orders

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ➡ ITEM: SEE ORDER

11. SHIP TO/MARK FOR — CODE:

SEE ORDERS

12. PAYMENT WILL BE MADE BY — CODE:

SEE ORDERS

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 USC 2304(c)( ) ☐ 41 USC 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA

SEE ORDERS

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE PAGE 2				SEE ORDERS

15G. TOTAL AMOUNT OF CONTRACT ➡

16. TABLE OF CONTENTS

(√)	SEC.	DESCRIPTION	PAGE(S)	(√)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/BOA FORM	1	X	I	AGREEMENT CLAUSES	9
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3		J	LIST OF ATTACHMENTS	N/A
	D	PACKAGING AND MARKING	N/A			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	4	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	13
X	F	DELIVERIES OR PERFORMANCE	4				
X	G	AGREEMENT ADMINISTRATION DATA	5	X	L	INSTRS., CONDS., AND NOTICES TO OFFER	21
X	H	SPECIAL BOA REQUIREMENTS	7	X	M	EVALUATION FACTORS FOR AWARD	22

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1(ONE) copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this agreement shall be subject to and governed by the following documents: (a) this Basic Ordering Agreement, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein).

18. ☒ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N00406-01-R-5230 BOA, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the Basic Ordering Agreement (BOA) which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this BOA. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or Print)
Karyn D. Bannister
Contract and Acocunting Supervisor

19B. NAME OF CONTRACTOR
BY: (Signature of person authorized to sign)

19C. DATE SIGNED: 12/04/2000

20A. NAME OF CONTRACTING OFFICER
DAVID W. CLEMENS

20B. UNITED STATES OF AMERICA
BY: David W. Clemens (Signature of Contracting Officer)

20C. DATE SIGNED: 11DEC00

NSN 7540-01-152-8069
PREVIOUS EDITION UNUSABLE

STANDARD FORM 26 (REV. 4-85)
Prescribed by GSA
FAR (48CFR 53.214(a)

NAME OF OFFEROR OR CONTRACTOR
Q. E. D. SYSTEMS, INC.

SECTION B Services

ITEM NO	SUPPLIES/SERVICES	
0001	MARINE DESIGN SERVICES FOR HABITABILITY PROJECTS	
ITEM NO	SUPPLIES/SERVICES	
0001AA	SHIPBOARD HABITABILITY SURVEY AND DESIGN SERVICES Survey and design engineering services for habitability modifications to military vessels in response to individual fixed-price orders against this Basic Ordering Agreement (BOA) and in accordance with this Agreement.	TBN
ITEM NO	SUPPLIES/SERVICES	
0001AB	HABITABILITY DESIGN DATA PACKAGE Project data in accordance with the attached Contract Data Requirements List (CDRL A001).	NSP

SECTION C Descriptions and Specifications

1 Scope: Provide survey and design engineering services for habitability modifications to military (including US Coast Guard) vessels in response to individual fixed-price orders against the Basic Ordering Agreement (BOA). Habitability spaces include shipboard areas used for berthing, sanitary, messing, food preparation, personnel services, and ship systems that directly support human habitation. Habitability projects are typically performed on all classes of military vessels including aircraft carriers, amphibious craft, cruisers, destroyers, cutters, frigates, auxiliaries, support craft, and submarines.

2. Geographic Coverage: The area of performance is Washington, Oregon, California, Guam, Japan, and onboard military (including U.S. Coast Guard) vessels homeported in those areas while deployed to the Middle and Western Pacific areas.

3. Tasks and Deliverable Data: In accordance with the Statement of Work on each order, the contractor will provide marine architect/engineer and supporting technical personnel, material, management, equipment, and facilities to conduct shipchecks and prepare the necessary drawings and specifications to clearly describe the planned habitability modifications. The contractor will provide compartment arrangement and design detail information as defined in this BOA and as specified in each order. The contractor will coordinate with the ship's representative and conduct required shipchecks to determine the nature, extent, and feasibility of the project. Submitted data deliverables on each project will include compartment arrangement, design detail, coordination information, and other information as specified on each order. Contractor will produce an efficient, effective, comfortable, aesthetically pleasing, safe (e.g., fire retardant) design that maximizes utilization of available compartment space. The contractor's design shall provide personnel seating ensuring non-congested traffic flow patterns in habitability spaces. The contractor will also provide cost estimates under separate cover. See Contract Data Requirements List (CDRL) A001 for a complete description of SubCLIN 0001AB deliverable data items.

4. Restriction: A firm that provides design drawings and specifications on a particular project awarded under this BOA is ineligible (either as a prime or subcontractor) to perform the actual habitability fabrication, repair, or installation work resulting from the drawings and specifications submitted to the Government.

LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled "Insurance - Work on a Government Installation" (FAR 52.228-5) and shall be maintained in the minimum amounts shown below. The Contractor shall furnish a Certificate of Insurance with its offer to indicate compliance with insurance requirements. If insurance will not be obtained prior to award of a contract, the offeror shall indicate by checking this block ( ) that it intends to get the required insurance and shall send a certificate to the Contracting Officer prior to the start of performance. If this certificate is to be sent from the insurance company directly to the Contracting Officer, the Contractor shall ensure that the insurance company cross-references the contract number to the certificate.

1. Comprehensive General Liability: $500,000 per occurrence (bodily injury liability insurance).

2. Automobile Liability: Policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract in the following amounts: $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

3. Workmen's Compensation and Employer's Liability Insurance (or where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance): In the minimum of $100,000. A certificate of this insurance shall be provided to the Contracting Officer before commencing work under this contract.

4. Aircraft Public and Passenger Liability: When aircraft are used in connection with performance of this contract public and passenger liability insurance will 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.

SECTION E Inspection and Acceptance

SURVEILLANCE OF FIRM-FIXED-PRICED SERVICES

a. The official(s) designated below shall be responsible for appropriate surveillance of all services to be performed under this BOA.

Name, mailing address, phone number, fax number, and e-mail address of Government's Surveillance Officer to be specified on each Order

b. When performance is at a Government site, the Contractor's representative shall contact the Government representative specified on each order upon arrival at and departure from the work site. If access to a security area is required, continuous escort service for contractor's representative will be provided by the designated Government representative.

c. It is emphasized that only the Contracting Officer has authority to modify the terms of this BOA; therefore in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic agreement between the contractor and any other person be effective or binding on the Government. When or if, in the opinion of the contractor, an effort outside of the existing scope of the BOA is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the BOA or has otherwise resolved the issue.

INSPECTION AND ACCEPTANCE

Inspection and acceptance of services furnished hereunder shall be as specified on each Order.

SECTION F Deliveries or Performance

PLACE OF PERFORMANCE (SERVICES)

Services performed hereunder by the Contractor shall be performed onboard military (including U.S. Coast Guard) vessels in Washington, Oregon, California, Guam, Japan, and onboard vessels homeported in those areas while deployed to the Middle and Western Pacific operating areas.

DURATION OF AGREEMENT

This BOA contract shall become effective on 20 November 2000 or on the date of award, whichever is later, and shall continue in effect for three years from the effective date unless terminated or extended in accordance with other provisions herein.

SECTION G Contract Administration Data

CONDITIONS FOR MAINTAINING AGREEMENT

a. This agreement may be terminated upon 30 days written notice by either party to the other, except that the Government may immediately terminate this agreement at any time after the parties fail to agree upon any deletion, modification, or addition to this agreement which is required by Statute, Executive Order, or Federal/Department of Defense/Navy regulation. No deletion, modification, addition to, or termination of this agreement shall affect any orders previously issued in which this agreement has been incorporated by reference.

b. This agreement shall be reviewed at least annually, before the anniversary of its effective date, and, if necessary, shall be revised to conform with all requirements of Statutes, Executive Orders, and Federal/Department of Defense/Department of Transportation/Navy/Coast Guard regulations. Such revisions shall be evidenced by the issuance and execution of a Supplemental Agreement. If no revisions are required, no modification document will be issued.

c. This agreement shall remain in force unless cancelled as provided above, however the period during which orders may be placed against this agreement may not exceed three years.

DISTRIBUTION OF ORDERS UNDER THIS AGREEMENT

The Ordering Officer shall, to the maximum extent practicable, distribute orders under this agreement via e-mail or other "paperless" methods. The FISC Puget Sound Contracting Officer shall be included in distribution for information copies of all orders and all order modifications made under this agreement.

APPOINTMENT OF ORDERING OFFICER(S)

a. The following are designated as authorized Ordering Officer for all orders under this agreement:

All U.S. Navy and U.S. Coast Guard Contracting Officers worldwide, subject to any limitations on their Certificate of Appointment.

b. The above individuals are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this BOA. Ordering Officers have no authority to modify any provision of this basic agreement. Any deviation from the terms

of the basic agreement must be submitted to the FISC Puget Sound Contracting Officer for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this agreement, may reduce the scope of orders/tasks, and may issue Terminations for the Government's Convenience or Terminations for Cause for their orders.

c. No orders issued under this agreement shall exceed $100,000.00.

d. Activities placing orders under this agreement shall utilize the numbering system described in DFARS 204.7004. The order number shall include the BOA number followed by the activity serial identifier. For example, the first order placed by FISC Puget Sound on BOA N00406-01-G-5230 would include that number followed by the serial designator "GE01." (See DFARS Appendix G.)

ORDERING AND TYPES OF ORDERS

This Agreement does not by itself order any services. This agreement does not obligate the Government to issue any orders against it. To bring this agreement into operation, any of the ordering activities specified herein may issue priced orders. The use of Undefinitized Contractual Actions (UCAs), also known as Unpriced Orders, are orders for which the terms, specifications, or firm prices are not agreed upon before issuance of the order. The use of UCAs (Unpriced Orders) are not permitted under this agreement.

WRITTEN ORDERS

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

(a) Date of order.
(b) BOA number and order number.
(c) Item number and description, quantity ordered, unit price and contract price.
(d) Delivery or performance date.
(e) Place of performance
(f) Accounting and appropriation data, payment office, and invoicing instructions.
(g) Government Surveillance Officer and any other pertinent information.

FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $100,000;

(2) Any order for a combination of items in excess of $100,000; or

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

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

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this agreement shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of this agreement.

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

(End of clause)

OBLIGATIONS OF CONTRACTOR

In consideration of the issuance of this agreement, the contractor shall proceed to perform each order issued hereunder upon receipt. Any order placed pursuant to the provisions of this agreement shall become a binding contract immediately upon issuance of said order. The contractor shall not perform and shall notify the Contracting Officer promptly upon receipt of:

(a) Any order which includes an inadequate statement of work or is incorrectly identified;
(b) Any order which exceeds the maximum order limitation in this Agreement;
(c) Any order as to which any of the contractor's representations or certifications set forth in this Agreement (note Section K) cannot be made by the contractor.

SECTION H Special Contract Requirements

METHOD OF PAYMENT UNDER INDIVIDUAL ORDERS

a) Each order issued under this BOA shall specify the method of payment. Payment shall be either via electronic funds transfer in accordance with FAR 52.232-33 or via Government purchase card in accordance with FAR 52.232-36.

b) If an individual order specifies payment by purchase card, the following clauses which may be incorporated as part of the basic agreement will not apply to that order:

52.213-1	Fast Payment Procedures
52.232-8	Discounts for Prompt Payment
52.232-23	Assignment of Claims
52.232-25	Prompt Payment

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.242-17	**Government Delay Of Work**	**APR 1984**
252.204-7004	**Required Central Contractor Registration**	**MAR 2000**
52.212-4	**Contract Terms and Conditions--Commercial Items**	**MAY 1999**
52.223-5	**Pollution Prevention and Right-to-Know Information**	**APR 1998**
252.223-7006	**Prohibition On Storage And Disposal Of Toxic And Hazardous Materials**	**APR 1993**
52.232-37	**Multiple Payment Arrangements**	**MAY 1999**
52.237-2	**Protection Of Government Buildings, Equipment, And Vegetation**	**APR 1984**

FAR 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 these addresses:

FAR clauses	http://www.arnet.gov/far/
DFARS clauses	http://www.acq.osd.mil/dp/dars/dfars.html
NAPS clauses	http://www.abm.rda.hq.navy.mil/naps/
NAVSUP clauses	http://www.puget.fisc.navy.mil/Contracting/p592.pdf

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (AUG 2000) (DEVIATION)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).
(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: [Contracting Officer shall check as appropriate.]

X____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
_____ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
X____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
_____ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
_____ (ii) Alternate I to 52.219-5.
_____ (iii) Alternate II to 52.219-5.
X____ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).
_____ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C.637(d)(4)).

_____ (7) 52.219-14, Limitations on Subcontracting(15 U.S.C.637(a)(14))
_____ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns ___% (Pub.L.103-355, section 7102,and 10 U.S.C.2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii)_____Alternate I of 52.219-23. ___%
_____ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
_____ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting ____% (Pub.L.103-355, section 7102, and 10 U.S.C. 2323)
X____ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
X____ (12) 52.222-26, Equal Opportunity (E.O. 11246).
X____ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
X____ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
X____ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
_____ (16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
_____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
_____ (17) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
_____ (18)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program (41 U.S.C 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
_____ (ii) Alternate I of 52.225-3.
_____ (iii) Alternate II of 52.225-3.
_____ (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
X____ (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121 and 13129)
_____ (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
_____ (22) 52.225-16, Sanctioned European Union Country Services (E.O.12849).
X____(23) 2.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (31 U.S.C. 3332).
_____ (24) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (31 U.S.C. 3332).
X___ (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
_____ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
_____ (27)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
_____ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: [Contracting Officer check as appropriate.]
_____ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts)(29 U.S.C.206 and 41 U.S.C.351, et seq.)
_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
_____ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

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

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a),(b),(c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components—

(1) 52.222-26, Equal Opportunity (E.O. 11246);
(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
(4) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.). (Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4 (c) or (d) (see DoD class deviation number 2000-O0006).)

DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

_____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
_____ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
_____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

_____ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
_____ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C 3301 note).
X____ 252.225-7012 Preference for Certain Domestic Commodities.
_____ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
_____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
_____ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
_____ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
_____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (____Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
_____ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
X____ 252.243-7002 Requests for Equitable Adjustment(10 U.S.C. 2410).
X____ 252.247-7023 Transportation of Supplies by Sea (___Alternate I) (___Alternate II)(10 U.S.C. 2631).
X____ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

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

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).
252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).
252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00406-01-G- 5066	PAGE 13 OF 2626

NAME OF OFFEROR OR CONTRACTOR
Q. E. D. SYSTEMS, INC.

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

252.225-7017 Prohibition on Award to Companies Owned by the People's Republic of China FEB 2000

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

(a) Definitions.

As used in this clause-

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

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

(b) Certification.

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

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

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

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

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

(2) Representation.

The Offeror represents that it-

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

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

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

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

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

"Women-owned small business concern" 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 its stock is owned by one or more women; and

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

"Women-owned business concern" means a concern 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 whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) 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 Internal Revenue Service (IRS).

(2) 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.

(3) Taxpayer Identification Number (TIN).

_X_ TIN:-540850637----------

___ TIN has been applied for.

___ TIN is not required because:

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00406-01-G- 5066	PAGE 15 OF 2626

NAME OF OFFEROR OR CONTRACTOR
Q. E. D. SYSTEMS, INC.

___ 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.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

_X_ 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----------

(5) Common parent.

_X_ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name----------

TIN----------

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00406-01-G- 5066	PAGE 16 OF 2626

NAME OF OFFEROR OR CONTRACTOR
Q. E. D. SYSTEMS, INC.

(3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is, ___ is not a women-owned small business concern.

(4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is, a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

_____

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ___ is, ___ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
___ 50 or fewer	___ $1 million or less
___ 51 - 100	___ $1,000,001 - $2 million
___ 101 - 250	___ $2,000,001 - $3.5 million
___ 251 - 500	___ $3,500,001 - $5 million
___ 501 - 750	___ $5,000,001 - $10 million
___ 751 - 1,000	___ $10,000,001 - $17 million
___ Over 1,000	___ Over $17 million

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00406-01-G- 5066	PAGE 17 OF 2626

NAME OF OFFEROR OR CONTRACTOR
Q. E. D. SYSTEMS, INC.

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ___ is, ___ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, 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); or

(B) It ___ has, ___ has not 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.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
_____.]

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It _X_ has, ___ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It _X_ has, ___ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It _X_ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:----------
Country of Origin:----------

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:----------
Country of Origin:----------

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:----------
Country of Origin:----------

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

Line Item No.:----------

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program'":

Canadian or Israeli End Products

Line Item No.:----------
Country of Origin:----------

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:----------

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00406-01-G- 5066	PAGE 20 OF 2626

NAME OF OFFEROR OR CONTRACTOR
Q. E. D. SYSTEMS, INC.

Country of Origin:----------

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that –

(1) The offeror and/or any of its principals ( ) are, (X) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, (X) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government 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 ( ) are, (X) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

Add the following paragraph (c)(8) to the basic provision:

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

____Black American.

____Hispanic American.

____Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

____Individual/concern, other than one of the preceding.

Add the following paragraph (c)(9) to the basic provision:

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

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

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.212-1	**Instructions to Offerors--Commercial Items**	**MAR 2000**
52.237-1	**Site Visit**	**APR 1984**

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of firm, fixed-priced order (s) resulting from this agreement.

INSPECTION OF SITE

Offerors or quoters are invited to inspect the sites where services are to be performed. For information, see the RFQ for each order.]

REVIEW OF AGENCY PROTESTS (FISCPS)(MAY 2000)

(a) The contracting activity, Fleet and Industrial Supply Center Puget Sound (FISCPS), will process agency protests regarding the basic agreement in accordance with the requirements set forth in FAR 33.103(d).

(b) Pursuant to FAR 33.103(d)(3)and(4), all protests filed directly with the agency shall be addressed to the Contracting Officer. A protester may appeal a decision rendered by a Contracting Officer to the Reviewing Official.

(c) The Reviewing Official for FISCPS is the Director, Regional Contracting Department (Code 200), Fleet and Industrial Supply Center Puget Sound at 467 W Street, Bremerton, WA 98314-5100.

(d) Offerors should note that a review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

(e) Agency protests relating to any order(s) placed under this BOA shall be filed directly with the Ordering Officer for that order.

PROPOSAL SUBMITTAL REQUIREMENTS

a) For this BOA.

Interested firms having the capability to perform under this agreement should indicate their qualifications by providing the information shown on the SF 254 and SF 255. These forms can be found at

http://www.gsa.gov/forms/pdf_files/sf254.pdf
and
http://www.gsa.gov/forms/pdf_files/sf255.pdf

Blocks 9 and 10 on the SF-254 may be left blank. Previous projects listed in SF-255 Block 8 should be accompanied by a photograph or drawing and should include an e-mail address for the client (past performance) reference. Block 1 of the SF-254 must include the firm's DUNS, TIN, CAGE, e-mail address, web site (if any), and fax number. Do not submit pricing information for the BOA. (Firms holding BOAs will provide offered prices for each order in response to individual RFQs.)

b) For orders under this BOA:

Submittal requirements to include quoted price and other information as defined by the Ordering Officer in the RFQ for each order.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.214-22 Evaluation Of Bids For Multiple Awards MAR 1990

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) For the BOA:

The Government will negotiate an agreement with the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government. The following factors shall be used to evaluate BOA proposals:

Evaluation factors are each shown in descending order of importance, with factors A through C as primary and of greater importance than factors D and E, which are each of secondary importance.

A. Specialized Experience and Technical Competence.
Specialized experience and demonstrated technical competence in (1) successfully managing and performing complex design projects involving berthing, messing, food preparation, and personnel services projects on U.S. Navy or Coast Guard vessels; (2) development of efficient, comfortable, aesthetically pleasing, functional, and safe designs making the best use of limited space on naval vessels; (3) significant and diverse experience in the preparation of complete specifications, drawings, and cost estimates for marine habitability projects on naval vessels; and (4) detailed knowledge of NAVSEA MIL-SPECS, MIL-STDS, GEN SPECS, NAVSEA drawings and NAVSEA habitability lists.

B. Professional Qualifications. Qualified personnel in the following areas: marine architects, marine engineers, designers, safety professionals, cost estimators/schedulers, and technical writers. Submitting firms should demonstrate the education, training, overall and specialized experience of all personnel anticipated to work on the BOA tasks.

C. Past Performance. The best-qualified firms will demonstrate superior recent and relevant past performance on habitability design projects on U.S. Navy or Coast Guard vessels. Interested firms will provide customer points of contact who can comment on the firm's quality of work, compliance with delivery schedules and customer satisfaction. The Government reserves the right to consider credible and relevant past performance information from any source, including Government databases.

D. Capacity. Demonstrate sufficient capacity to respond quickly, mobilize qualified personnel, and produce quality design results under short deadline constraints specified on task orders. Best-qualified firms are those with the capability to handle up to three simultaneous orders, all in different parts of the BOA geographic coverage area.

E. Geographic Proximity. Location of the firm in the BOA geographic area.

(b) For the Orders:

The Government will issue orders to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

To be specified by the Ordering Officer in the RFQ for each order. In addition to price, evaluation factors may include, but are not limited to: design approach, design capability, past performance on recent and relevant shipboard habitability projects, and geographic location. The Ordering Officer will specify the relative importance of all evaluation factors in the Request for Quotation (RFQ). A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP	TM	OTHER X
0001AB	A			

D. SYSTEM|ITEM	E. CONTRACT|PR NO.	F. CONTRACTOR
Marine Design Services	N00406-01-G-5066	Page 1, Block 7

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A001	Habitability Design Data Package	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
Data Item Description 01	SOW C3	BOA Ordering Officer

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
		AS REQ	AS REQ
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A			AS REQ

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES DRAFT	FINAL Reg	FINAL Repro
Surveillance Officer	0	1	0
Ordering Officer	0	1	0
15. Total	0	2	0

16. REMARKS

Block 2: Deliverable report package shall include:
1. Design Specifications
2. Design Drawings
3. Cost Estimate for Renovation (submitted under separate cover)
All as specified on attached Data Item Description

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Fleet & Industrial Supply Center Puget	01 September 00	D. CLEMENS, FISCPS 205.DC	01 SEP 00

DD FORM 1423-1, JUN 90 (EG) *Previous editions are obsolete* Page 1 of 14 Pages

DATA ITEM DESCRIPTION (DID 01)
DD 1423 Block 16 Remarks, DD 1664; Block 10, Preparation Instructions

1. Contract Deliverables: Design Report in single volume consisting of two parts: 1. Design Specifications, and 2. Design Drawings. Separate Cost Estimate for Renovation Work will be submitted at the same time under separate cover. All specifications and drawings will be submitted on 8.5" x 11" white paper. Contractor-identifying information (e.g., name, address, logo) shall not appear on the covers or on any of the text pages.

2. Content of Design Specifications.
Section 1.0 of the specifications will describe the scope of work, describing services to be provided by the ship and requirements of the renovation/fabrication contractor. Each work item will be sequentially numbered and coinciding with the detailed work descriptions in Section 2.0. No section/sub-section/paragraph numbers will be used for more than one unique text section.
Section 2.0 (also with non-repeating sequentially numbered subsections 2.1, 2.2, 2.3, etc.) will define the detailed manner in which the habitability production work is to be accomplished. The Design Specifications shall list with sub-titles the compartment designation and compartment number where work is to be performed. Minor subheads shall be used to identify the specific work to be accomplished under that subtitle (e.g., 2.1 Conference Table, 2.2 Chair Rail). (Only at the technical direction of the Government's Surveillance Officer will the Design Specifications be prepared as separate and independent compartment-by-compartment specification documents.)
Section 3.0 of the Design Specifications will cross-reference all applicable NAVSEA MIL-SPECS, MIL STDS, GEN SPECS, and NAVSEA drawings to the work in Section 2.0. The referenced materials and methods of manufacture and installation will be in accordance with the NAVSEA Habitability List of Approved Materials for Shipboard Use and other NAVSEA directives concerning habitability materials and installation. Requirements for shipboard materials and installation shall be in accordance with OPNAVINST 9640 series "General Specifications for Ships (GEN SPECS)" and "General Specifications for Overhaul (GSO)". Section 3.0 shall be consecutively numbered and shall cross-reference Section 2.0. Unless the Surveillance Officer has specified independent compartment-by-compartment write-ups, the specifications shall not repeat. For example, if sections 2.3 and 2.5 both discuss bulkhead renovation in independent compartment-by-compartment write-ups, only then will they cross-reference the same part of Section 3.0 (e.g., "See Section 3.5"). Minor subheads shall be used to identify the specific work to be accomplished under that subtitle (e.g., 3.1 Conference Table, 3.2 Chair Rail).

Submit one master, one check print, and one electronic copy (5.25" inch IBM ASCII format disk). Prior to submittal the contractor shall validate the draft specifications with the ship's representative (Surveillance Officer). The specification will not address color selections. Color selection decisions will be made by the Government in conjunction with any resulting production contract.

3. Content of Design Drawing(s). Provide a compartment arrangement drawing including installation locations with dimensions and item descriptions. Items shall be numbered and cross-referenced to Section 2.0 numbers in the specifications. If any items require fabrication (e.g., furniture, dresser units, stowages), provide a drawing showing the configuration, fabrication details, and dimensions. Drawings will show shelves and other internal components as required. Layout drawings will indicate the forward (bow) direction of the ship. Drawings will be numbered as enclosures and will be placed behind Section 3.0 of the Design Specifications. The contractor will ensure that Section 2.0 tracks with the appropriate drawing (and vice-versa) and with the appropriate Section 3.0 specification. The layout drawings will show showing installation and removals.

4. Content of Cost Estimate for Renovation. Under separate cover, submit an itemized estimate of the cost of the habitability production work to be performed in accordance with the specifications and drawings, prepared by line

item or by major category (e.g., compartment) and showing a grand total for the entire project. Where practicable, include three suggested sources for procurement of the estimated items.