

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 134			
2. CONTRACT NO.		3. SOLICITATION NO. N00039-15-R-0222		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06 May 2015		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127				CODE N00039		8. ADDRESS OFFER TO (If other than Item 7) See Item 7					
TEL:				TEL:				FAX:		FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date) See Section L											
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 LISA RINALDI			B. TELEPHONE (Include area code) (NO COLLECT CALLS) 619-524-0705			C. E-MAIL ADDRESS lisa.rinaldi@navy.mil			
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE			18. OFFER DATE		
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT				21. ACCOUNTING AND APPROPRIATION			
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 ITEM (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY			CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 FFP		300	Each		
	MIDS-LVT(1) [BU1] Production Units Ordering Period 1 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 FFP		40	Each		
	MIDS-LVT(2) [BU1] Production Units Ordering Period 1 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 FFP		80	Each		
	MIDS-LVT(3) [BU1] Production Units Ordering Period 1. TBN FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 FFP		10	Each		
	MIDS-LVT(1) [BU2] Production Units Ordering Period 1 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 FFP		5	Each		
	MIDS-LVT(2) [BU2] Production Units Ordering Period 1 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 FFP		5	Each		
	MIDS-LVT(3) [BU2] Production Units Ordering Period 1. TBN FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 FFP			Lot		
	MIDS-LVT Spares / LRUs and SRUs Line Replaceable Units (LRUs) and Shop Replaceable Units (SRUs) Ordering Period 1 Ceiling \$12,000,000 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 FFP		1	Lot		NSP
	Contract Data Requirements List (CDRL) Data in accordance with Contract Data Requirements List (CDRL), DD-1423, Exhibit "A" (except Data Item A006) for CLINs: 1001-1007 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009 FFP			Lot		
	MIDS-LVT SE&I System Engineering & Integration – Ordering Period 1 Ceiling \$2,500,000 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010 CPFF			Lot		
	MIDS-LVT SE&I System Engineering & Integration – Ordering Period 1 Ceiling \$2,500,000 FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011 COST			Lot		
	MIDS-LVT SE&I – Travel & ODC Travel and ODCs in support of MIDS-LVT System Engineering & Integration (CLINs 1009 and 1010), Ordering Period 1, Ceiling \$50,000 FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012 FFP		1	Lot		NSP
	Contract Data Requirement List (CDRL) Data Exhibit “D” in accordance with DD Form 1423, Exhibit “D” for CLINs 1009 and 1010 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 FFP		222	Each		
	MIDS-LVT(1) [BU1] Production Units Ordering Period 2 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 FFP		40	Each		
	MIDS-LVT(2) [BU1] Production Units Ordering Period 2 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 FFP		20	Each		
	MIDS-LVT(3) [BU1] Production Units Ordering Period 2. TBN FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 FFP		20	Each		
	MIDS-LVT(1) [BU2] Production Units Ordering Period 2 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 FFP		10	Each		
	MIDS-LVT(2) [BU2] Production Units Ordering Period 2 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 FFP		5	Each		
	MIDS-LVT(3) [BU2] Production Units Ordering Period 2. TBN FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 FFP			Lot		
	MIDS-LVT Spares / LRUs and SRUs Line Replaceable Units (LRUs) and Shop Replaceable Units (SRUs) Ordering Period 2 Ceiling \$12,000,000 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 FFP		1	Lot		NSP
	Contract Data Requirements List (CDRL) Data in accordance with Contract Data Requirements List (CDRL), DD-1423, Exhibit "A" (except Data Item A006) for CLINs: 2001-2007 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 FFP			Lot		
	MIDS-LVT SE&I System Engineering & Integration – Ordering Period 2, Ceiling \$2,500,000 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010 CPFF			Lot		
	MIDS-LVT SE&I System Engineering & Integration – Ordering Period 2, Ceiling \$2,500,000 FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011 COST			Lot		
	MIDS-LVT SE&I – Travel & ODC Travel and ODCs in support of MIDS-LVT System Engineering & Integration (CLINs 2009 and 2010), Ordering Period 2, Ceiling \$50,000 FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012 FFP		1	Lot		NSP
	Contract Data Requirement List (CDRL) Data Exhibit “D” in accordance with DD Form 1423, Exhibit “D” for CLINs 2009 and 2010 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 FFP		110	Each		
	MIDS-LVT(1) [BU1] Production Units Ordering Period 3 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 FFP		22	Each		
	MIDS-LVT(2) [BU1] Production Units Ordering Period 3 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 FFP		20	Each		
	MIDS-LVT(3) [BU1] Production Units Ordering Period 3. TBN FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 FFP		145	Each		
	MIDS-LVT(1) [BU2] Production Units Ordering Period 3 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 FFP		17	Each		
	MIDS-LVT(2) [BU2] Production Units Ordering Period 3 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 FFP		20	Each		
	MIDS-LVT(3) [BU2] Production Units Ordering Period 3. TBN FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 FFP			Lot		
	MIDS-LVT Spares / LRUs and SRUs Line Replaceable Units (LRUs) and Shop Replaceable Units (SRUs) Ordering Period 3, Ceiling \$10,000,000 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008 FFP		1	Lot		NSP
	Contract Data Requirements List (CDRL) Data in accordance with Contract Data Requirements List (CDRL), DD-1423, Exhibit "A" (except Data Item A006) for CLINs: 3001-3007 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009 FFP			Lot		
	MIDS-LVT SE&I System Engineering & Integration - Ordering Period 3, Ceiling \$2,500,000 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010 CPFF			Lot		
	MIDS-LVT SE&I System Engineering & Integration – Ordering Period 3, Ceiling \$2,500,000 FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011 COST			Lot		
	MIDS-LVT SE&I – Travel & ODC Travel and ODCs in support of MIDS-LVT System Engineering & Integration (CLINs 3009 and 3010), Ordering Period 3, Ceiling \$50,000 FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012 FFP		1	Lot		NSP
	Contract Data Requirement List (CDRL) Data Exhibit “D” in accordance with DD Form 1423, Exhibit “D” for CLINs 3009 and 3010 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 FFP		15	Each		
	MIDS-LVT(1) [BU1] Production Units Ordering Period 4 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 FFP		10	Each		
	MIDS-LVT(2) [BU1] Production Units Ordering Period 4 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 FFP		10	Each		
	MIDS-LVT(3) [BU1] Production Units Ordering Period 4. TBN FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 FFP		195	Each		
	MIDS-LVT(1) [BU2] Production Units Ordering Period 4 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 FFP		25	Each		
	MIDS-LVT(2) [BU2] Production Units Ordering Period 4 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 FFP		20	Each		
	MIDS-LVT(3) [BU2] Production Units Ordering Period 4. TBN FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007 FFP			Lot		
	MIDS-LVT Spares / LRUs and SRUs Line Replaceable Units (LRUs) and Shop Replaceable Units (SRUs) Ordering Period 4, Ceiling \$10,000,000 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008 FFP		1	Lot		NSP
	Contract Data Requirements List (CDRL) Data in accordance with Contract Data Requirements List (CDRL), DD-1423, Exhibit "A" (except Data Item A006) for CLINs: 4001-4007 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009 FFP			Lot		
	MIDS-LVT SE&I System Engineering & Integration - Ordering Period 4, Ceiling \$2,500,000 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010 CPFF			Lot		
	MIDS-LVT SE&I System Engineering & Integration - Ordering Period 4, Ceiling \$2,500,000. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011 COST			Lot		
	MIDS-LVT SE&I – Travel & ODC Travel and ODCs in support of MIDS-LVT System Engineering & Integration (CLINs 4009 and 4010), Ordering Period 4, Ceiling \$50,000 FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012 FFP		1	Lot		NSP
	Contract Data Requirement List (CDRL) Data Exhibit “D” in accordance with DD Form 1423, Exhibit “D” for CLINs 4009 and 4010 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001 FFP		10	Each		
	MIDS-LVT(1) [BU1] Production Units Ordering Period 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002 FFP		10	Each		
	MIDS-LVT(2) [BU1] Production Units Ordering Period 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003 FFP		10	Each		
	MIDS-LVT(3) [BU1] Production Units Ordering Period 5. TBN FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004 FFP		160	Each		
	MIDS-LVT(1) [BU2] Production Units Ordering Period 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005 FFP		15	Each		
	MIDS-LVT(2) [BU2] Production Units Ordering Period 5 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006 FFP		20	Each		
	MIDS-LVT(3) [BU2] Production Units Ordering Period 5. TBN FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007 FFP			Lot		
	MIDS-LVT Spares / LRUs and SRUs Line Replaceable Units (LRUs) and Shop Replaceable Units (SRUs) Ordering Period 5, Ceiling \$10,000,000 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008 FFP		1	Lot		NSP
	Contract Data Requirements List (CDRL) Data in accordance with DD-1423, Exhibit "A" (except Data Item A006) for CLINs: 5001-5007 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009 FFP			Lot		
	MIDS-LVT SE&I MIDS-LVT System Engineering & Integration – Ordering Period 5, Ceiling \$2,500,000 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010 CPFF			Lot		
	MIDS-LVT SE&I MIDS-LVT System Engineering & Integration – Ordering Period 5, Ceiling \$2,500,000 FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011 COST			Lot		
	MIDS-LVT SE&I – Travel & ODC Travel and ODCs in support of MIDS-LVT System Engineering & Integration (CLINs 1010 and 1011) – Ordering Period 5, Ceiling \$50,000 FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012 FFP		1	Lot		NSP
	Contract Data Requirement List (CDRL) Data Exhibit “D” in accordance with DD Form 1423, Exhibit “D” for CLINs 5009 and 5010 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9001 FFP		1	Each		TBN
	Technical Data Package (TDP) Data in accordance with Exhibit “A”, CDRL A006. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9002 FFP					NSP
	Rights in CDRL A006 Technical Data Rights, Computer Software Rights, and Computer Software Documentation Rights in CDRL A006, TDP FOB: Destination				

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PRICES FOR MIDS-LVT's AND SPARES (APPLICABLE TO CLINS 1001, 1002, 1004, 1005, 1007, 2001, 2002, 2004, 2005, 2007, 3001, 3002, 3004, 3005, 3007, 4001, 4002, 4004, 4005, 4007, 5001, 5002, 5004, 5005 and 5007)

(a) The MIDS-LVT Pricing Structure described herein generates the firm-fixed-prices for all quantities of SRUs, LRUs and fully configured terminals identified in each delivery order over the life of the contract. Per H-5 “Method of Selection for Issuance of Delivery Orders”, the contractor may submit price improvements to its Pricing Structure at any time. The Government, however, is not obligated to accept price improvements and incorporate them into the contract.

(b) The Pricing Structure provides individual firm-fixed-prices by applying a learning curve formula with an additional rate curve to account for the potential economies of scale, or small lot sizes, with each delivery order. For each MIDS module listed in Table 1, the Pricing Structure will identify the associated learning and rate curves and the theoretical first unit price adjusted for a rate of one unit (T1R1). The learning curve value represents a combined labor and material slope.

(c) The T1R1 price for each MIDS module includes all material costs, subcontract costs, other direct costs, direct and indirect manufacturing labor costs, direct and indirect engineering labor costs, inclusive of, but not limited to, systems engineering, program management, and configuration and data management activities, other indirect costs in approved Forward Pricing Rate Agreements and profit. Other indirect costs may include General and Administrative costs and Facilities Capital Cost of Money. The Pricing Structure may include escalation.

(d) The number of individual MIDS modules and IAT&C efforts being produced for a particular delivery order will be calculated by adding the quantities of respective modules and IAT&C requirements for MIDS-LVTs and spares. Commonality between LVT(1) and LVT(2) modules will be maximized to achieve economic savings by combining common module requirements. The calculated quantity of MIDS modules to be ordered is entered into the Pricing Structure formula which then produces a firm fixed average unit price for each module **including** IAT&C effort. The IAT&C requirements for MIDS LVT **shall not** be broken out separately. The average unit price of an SRU module represents the spares purchase unit price for that SRU module. The purchase unit prices for a MIDS-LVT configuration or a spare Main Terminal LRU are calculated by summing the average unit prices for the required SRUs and IAT&C efforts to build the respective MIDS-LVT configuration or spare Main Terminal LRU.

(e) The Pricing Structure will identify the learning curve theory and formula variable definitions in Table 2.

(f) The Contractor’s pricing tables, will be used to price all MIDS-LVT and spare LRUs and SRUs ordered under this contract, including all five (5) of the ordering periods, unless the Government issues a request for proposal (RFP) to the Contractor(s) that (a) calls for pricing table improvements or (b) makes changes to the current MIDS LVT requirements.

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TABLE 1

MIDS Modules

Please refer to Section B-4

MIDS Modules	T1R1	Learning Curve	Rate Curve
Chassis/Harness SRU - LVT(1)			*
Internal Power Supply SRU			*
Power Amplifier Interface SRU			*
Voice SRU			*
Tailored Processor/Ground Mux SRU			*
Data Processor/Avionics Mux SRU			*
Signal Message Processor SRU**			*
RTI/Discretes SRU			*
Receiver/Synthesizer SRU			*
TACAN SRU			*
Exciter/IPF SRU			*
Remote Power Supply LRU			*
HPAG Interface Assembly LRU			*
AC Adapter LRU			*
Chassis/Harness SRU - LVT(2)/(11)			*
Data Processor/Dual ADDSI SRU - LVT(2)/(11)			*
Power Supply Assembly - LVT(2)/(11)			*
Cooling Unit LRU - LVT (2)/(11)			*
Mounting Base LRU - LVT(2)/(11)			*
Interconnect Cables – LVT(2)			*
Interconnect Cables – LVT(11)			*
MIDS-LVT(3)			*

* The submitted Pricing Models will be incorporated into the contract for the entire five (5) year ordering period. The offeror will submit two pricing models using the above table; one for the Block Upgrade 1 (BU1) configurations and a second for Block Upgrade 2 (BU2) configurations.

**Includes U-TVB CTIC/DS-101 Hybrid.

TABLE 2

Learning Curve

Please refer to Section B-4

Learning Curve Formula		$Y = A(X)^b(Q)^r$	
Learning Curve Theory		Unit or Cumulative Average	*
Variable			
Definitions			
Y	*		
A	*		
X	*		
b	Learning Curve Slope		
Q	Delivery Order Quantity		
r	Rate Curve Slope		

*To be completed by the contractor.

NOTE: ALTHOUGH TABLES 1 AND 2 AND THEIR CONTENTS ARE INCORPORATED INTO THE CONTRACT WITH FULL FORCE AND EFFECT, THE DATA CONTAINED WITHIN THIS DOCUMENT ARE NOT DISCLOSED IN PUBLICLY DISTRIBUTED COPIES OF THIS CONTRACT DUE TO THE CONTRACTOR-SENSITIVE NATURE OF THE DATA. THE CONTENTS OF TABLES 1 AND 2 ARE CONSIDERED TO BE PROPRIETARY.

TABLE 3
Technical Data and Computer Software Rights

Table 3 – This table identifies the license rights that the Contractor will provide the U.S. Government in the technical data, computer software, and computer software documentation to be delivered under this contract. The following symbol (“—”) under the price column indicates that the U.S. Government is not entitled to purchase the technical data/computer software rights associated with that CDRL. A \$0 (zero) indicates that the rights noted in the table associated with that CDRL will be provided to the U.S. Government at no cost. If any of the technical data or computer software listed below is updated after it has been ordered under the contract, the Contractor shall deliver the same license rights to the updated technical data or computer software as that obtained in the original technical data and software at no additional cost to the Government

CDRL	Description	Technical Data/ Computer Software Rights Classification	Price
A001	Acceptance Test Procedures (Radio Terminal Set)		
A002	Acceptance Test Procedures (LRU)(SRU)		
A003	Production Metrics Report		
A004	Hazardous Material Summary Report		
A005	RESERVED		
A006	Technical Data Package		
A007	Test Procedures (Regression Verification Procedure (RVP))		
A008	Test / Inspection Report (Regression Verification Report (RVR))		

A009	Engineering Change Proposal (ECP) Class I CCB Approvable		
A010	Notice of Revision (NOR)		
A011	Engineering Change Proposal (ECP) Class I PBL		
A012	Engineering Change Proposal (ECP) Class II		
A013	Request For Deviation (RFD)		
A014	Configuration Status Accounting Information (Configuration Management Accounting Report (CMAR))		
A015	As Built Configuration List (ABCL) As-Built Configuration Data Information		
A016	Data Accession List (DAL)		
D001	Technical Report – Study / Services		
D002	Scientific and Technical Reports (Engineering Services Performance Report)		
D003	Contractor’s Progress, Status and Management Report (Quarterly Technical and Cost Report for Engineering Services)		
D004	Conference Agenda		
D005	Conference Minutes		

* If the Government orders data item A006, the Government’s data and software rights in that data item will be in accordance with the DFARS data and software rights clauses in the contract unless the Government and Contractor agree on data and software rights for the Government that are greater than those obtained by the Government via those DFARS clauses.

TABLE 4
WARRANTY

PRICE LIST A: WARRANTY UNIT PRICES		LEVEL OF COVERAGE				
	FIRST ORDERING PERIOD	SECOND ORDERING PERIOD	THIRD ORDERING PERIOD	FOURTH ORDERING PERIOD	FIFTH ORDERING PERIOD	
<u>ITEM</u>	4 years/ no associated hours					
MIDS-LVT(1) Radio Terminal Set (BU1)						
MIDS-LVT(2) Radio Terminal Set (BU1)						
MIDS-LVT(3) Radio Terminal Set (BU1)						
MIDS-LVT(1) Radio Terminal Set(BU2)						
MIDS-LVT(2) Radio Terminal Set (BU2)						
MIDS-LVT(3) Radio Terminal Set (BU2)						
MIDS-LVT(1) Receiver-Transmitter LRU						
MIDS-LVT(2) Receiver-Transmitter LRU						
MIDS-LVT(3) Receiver-Transmitter LRU						
MIDS-LVT(4) Receiver-Transmitter LRU						
MIDS-LVT(6) Receiver-Transmitter LRU						
MIDS-LVT(7) Receiver-Transmitter LRU						
MIDS-LVT(11) Receiver-Transmitter LRU						
MIDS-LVT(12) Receiver-Transmitter LRU						

Chassis/Harness SRU					
Internal Power Supply SRU					
Power Amplifier Interface SRU					
DP/AV MUX SRU					
Signal Message Processor SRU					
Receiver/Synthesizer SRU					
Exciter/IPF SRU					
RTI/Discretes SRU					
TP/GND MUX SRU					
AC Adapter LRU					
Voice SRU					
TACAN SRU					
Remote Power Supply LRU					
High Power Amplifier Group (HPAG) Interface Assembly (HIA) Auxiliary LRU					
MIDS-LVT(11) Radio Terminal Set					
MIDS-LVT(2) Radio Terminal Set					
MIDS-LVT(11) Receiver-Transmitter LRU					
MIDS-LVT(2) Receiver-Transmitter LRU					
Chassis/Harness SRU - LVT(2)/(11) only					
Internal Power Supply (IPS) SRU – LVT(2)/(11) only					
Power Amplifier SRU – LVT(2)/(11) only					
Signal Message Processor SRU – LVT(2)/(11) only					
Receiver/Synthesizer SRU – LVT(2)/(11) only					
Exciter/IPF SRU – LVT(2)/(11) only					
RTI/Discretes SRU – LVT(2)/(11) only					
DP/Dual ADDSI SRU - LVT(2)/(11) only					
Voice SRU – LVT(11) only					
Mounting Base Auxiliary LRU - LVT(2)/(11) only					
Cooling Unit LRU - LVT(2)/(11) only					
PSA LRU - LVT(2)/(11) only					
Ancillary Set – LVT(2) only					
Ancillary Set with Voice – LVT(11) only					

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989)

FIXED FEE: \$*. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to * percent of the amounts invoiced by the Contractor under the “Allowable Cost and Payment” clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the “Fixed Fee” clause. In the event of discontinuance of the work in accordance with clause of this contract entitled “Limitation of [Contracting officer insert “Cost” or “Funds”, as appropriate],**” the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the

amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

This clause will be included in all cost plus fixed fee completion type delivery orders.

* These elements will be completed in individual delivery orders.

** If the delivery order is fully funded, this will state "Cost." If the delivery order is not fully funded, this will state "Funds."

(End of clause)

5252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003)

The fixed fee for work performed under this contract is \$*, *provided* that not less than * staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than * staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to * percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

This clause will be included in all cost plus fixed fee term type delivery orders.

* These elements will be completed in individual delivery orders.

(End of clause)

5252.216-9218 MINIMUM AND MAXIMUM QUANTITIES (JUL 1989)

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of \$200,000 worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

(End of clause)

5252.232-9210 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)

This * is incrementally funded and the amount currently available for payment hereunder is limited to \$* inclusive of fee. It is estimated that these funds will cover the cost of performance through*. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$* shall arise unless additional funds are made available and are incorporated as modifications to this contract.

This clause will be included in all task or delivery orders that are incrementally funded.

* These elements will be completed in individual delivery orders.

(End of clause)

Section C - Descriptions and Specifications

C-1**SPECIFICATIONS/STATEMENT OF WORK**

CLINs 1001 through 1007, and CLINs 2001 through 2007, 3001 through 3007, 4001 through 4007 and 5001 through 5007 shall be performed in accordance with the Statement of Work (SOW) for the MIDS LVT Production (Attachment "A").

CLINs 1009 and 1010, 2009 and 2010, 3009 and 3010, 4009 and 4010 and 5009 and 5010 shall be performed in accordance with the SOW for MIDS Engineering Services (Attachment "D").

C-2**REQUIREMENT FOR INTERCHANGEABILITY OF PARTS (APPLICABLE TO ALL MIDS LVT LRUs AND SRUs SUPPLIED OR REPAIRED UNDER THIS CONTRACT)**1) Interchangeable LRUs and SRUs

The LRUs and SRUs required to be interchangeable under this contract are the following:

LVT(1) Family of Terminals

LVT (1), (4), (6), (7) LRUs are defined as the following:

Receiver-Transmitter, Radio
Power Supply, known as Remote Power Supply
Interface Unit, known as High-Power Amplifier Group (HPAG) Interface Assembly
AC Adapter

LVT (1), (4), (6), (7), SRUs are defined as the following:

Data Processor/Avionics MUX
Tailored Processor/Ground MUX
Voice Processor
Signal Message Processor
RT Interface/Discrettes
Receiver/Synthesizers
Exciter/Interference Protection Features
Power Amplifier/Antenna Interface Unit
TACAN
Internal Power Supply
Chassis/Harness/Motherboard - (LVT(1), (4), (6), (7),

LVT(2) Family of Terminals

LVT(2), (11), (12) LRUs are defined as the following:

Receiver-Transmitter, Radio

Cooler, Air, known as Cooling Unit
 Mounting Base
 Power Supply Assembly

LVT(2), (11), (12) SRUs are defined as the following:

Data Processor /Dual ADDSI
 Chassis/Harness/Motherboard (LVT(2), (11) unique)
 Voice Processor (LVT(11) and (12) only)
 Signal Message Processor
 RT Interface/Discretes
 Receiver Synthesizer
 Exciter/Interference Protection Features
 Power Amplifier/Antenna Interface Unit
 Internal Power Supply

2) Interchangeability Definition

For the purposes of this contract, two-way interchangeability is defined as the replacement of any single LRU or SRU from Vendor A's Radio Terminal Set, into Vendors B's Radio Terminal Set, or Vendor B's Radio Terminal Set, into Vendors A's Radio Terminal Set, with no degradation of Radio System, LRU or SRU performance.

3) Vendor to Vendor Interchangeability

(a) All LRUs and SRUs manufactured under any previous SPAWAR awarded MIDS LVT contract shall be two-way interchangeable with the LRUs and SRUs of any other awardees of MIDS LVT production contracts under this solicitation. The exception is that Block Upgrade 2 LRUs and SRU are only required to be interchangeable with other same BU 2 LRUs and SRUs, for example BU2 SMP with BU2 SMP. The offeror shall be responsible for any and all retrofit activities resulting from contractor demonstration of vendor-to-vendor interchangeability or Government verification of vendor-to-vendor interchangeability.

C-4

CONTRACT FIELD SERVICES

(a) CLINs 1009-1010; 2009-2010; 3009-3010; 4009-4010 and 5009-5010: The Contractor shall provide competent technical personnel (technicians/engineers) to perform the services described in Attachment "D," Statement of Work for MIDS Engineering Services.

(b) Technical/engineering services shall be provided at the specific locations and within the time frame designated in individual delivery/task orders.

(c) Travel under CLIN 1011, 2011, 3011, 4011 and 5011 with due celerity necessary for the performance of such services, shall be included in computing the staff-days of service, provided that the Contractor shall not be paid for more than one staff-day of service for any one technician/engineer for any one calendar day. The Contractor shall be paid the prices per staff-day as set forth in the schedule for each staff-day of services rendered, which is agreed to be the service of one technician/engineer for one day of eight hours, Monday through Friday (excluding holidays).

(d) Overtime shall be paid for work performed in excess of forty (40) hours during a standard five (5) day workweek, plus all work performed on Saturdays, Sundays, and National Holidays, and those local holidays observed at the place of assignment. Overtime shall be performed only when authorized by the Procuring Contracting Officer identified in this contract.

(e) "Domestic Duty" means service(s) rendered within the continental United States, excluding Alaska and Hawaii, and services rendered on United States Navy Ships in ports within the continental United States or at sea, provided the vessel does not enter port outside the continental United States and is not continuously at sea for a period in excess of five (5) working days. "Foreign Duty" means service(s) rendered outside the continental United States, including Alaska and Hawaii, and services on United States Navy ships entering ports outside the continental United States, or duty aboard Navy ships while underway, for a continuous period in excess of five (5) days. Time chargeable under this rate aboard ship is from time of departure to time of return to a port within the continental United States. "Hazardous Duty" means any day on assignment in a combat zone specified in Executive Order 11216 dated 24 April 1969 as may be amended.

(f) Persons assigned to render services hereunder shall at all times be in the employ and under the direction and control of the Contractor and shall not be employees of the Government. Statements of work and/or description of tasks for the technical/engineering services will be provided to the Contractor by the Purchasing Contracting Officer, Administrative Contracting Officer, or from the Commanding Officer of the activity to which the technician/engineer is assigned, if the situation warrants on-site development of statements of work and/or task descriptions. Every action is to be in consonance with the terms of this contract.

(g) Technician/engineer technical qualifications necessary to provide services required hereunder shall be subject to review and approval of the Government. The technician/engineer shall be a citizen of the United States unless the written approval of the Secretary of the Navy has first been obtained. Upon written request the Contractor shall immediately reassign or recall from service under this contract any engineer who the Government finds unsatisfactory for reasons of security or misconduct.

(h) The Government may require less than the total amount of services set forth above be furnished. In such event or in the event that the Government does not designate times and places sufficient for the full performance of said total amount of services within the period provided therefore, those services not furnished shall be deemed to be terminated at no cost to the Government. Such termination and any appropriation adjustments occasioned thereby shall be evidenced by a written document signed by the Contracting Officer and mailed or otherwise furnished to the Contractor.

(i) Invoices submitted for these technical/engineering services shall be submitted in accordance with the requirements of Section G of this contract and shall contain the name of technician/engineer, date and place of performance, contract service authority identification, and brief description of services performed. The invoice shall be accompanied by the original certification by a responsible U.S. Government official at the activity where the services were performed. A copy of each such invoice shall be submitted to the Contracting Officer's Representative (COR) identified in this contract.

The costs to be reimbursed shall be those costs accepted by the cognizant auditor, Defense Contract Audit Agency as chargeable in accordance with the principles for the determination of cost set forth in Subpart 31.2 of the Federal Acquisition Regulation as in effect on the date of this contract.

Invoices submitted shall be supported by a statement of cost incurred by the Contractor and claimed to be reimbursable. Such invoices and statements of cost shall be in such form and reasonable detail as the cognizant auditor, Defense Contract Audit Agency shall require. Promptly after submission of each interim invoice and statement of cost, the Government shall make provisional payment of the amount shown thereon. At any time or times prior to final payment the cognizant auditor, Defense Contract Audit Agency may make such audit of the invoices and statement of cost as it shall deem proper.

Each provisional payment shall be subject to reduction to the extent of amount included in the related invoice and statement of cost which are found not to be reimbursable under the CLINs specified in the above paragraphs of this clause and shall also be subject to reduction for overpayments or to increase for underpayment on preceding invoices. As soon as practicable after submission by the Contractor of final invoice and statement of cost, the

Government shall pay any balance due under the CLINs identified in the above paragraphs in this clause. All disputes under this clause shall be decided in accordance with the provisions of the clause hereof entitled "Disputes".

(j) The Contractor shall be reimbursed for reasonable subsistence costs incurred by the employee in accordance with FAR 31.205-46 in an amount not exceeding the amounts allowed by the Defense Travel Management Office (<http://www.defensetravel.dod.mil/>) per person, per day. Subsistence shall be paid on a per diem basis and only when an engineer is on assignment away from the immediate area of the plant location.

(k) The Contractor shall be reimbursed reasonable transportation costs in accordance with FAR 31.205-46.

(1) Domestic Travel. The Contractor agrees, in the performance of necessary domestic travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. Airfare costs in excess of the lowest customary standard coach, tourist class, or equivalent fare are unallowable unless the justification required by FAR 31.205-46 is provided. Domestic travel includes travel between the Contractor's plant (or physical location of employee performing travel) and U.S. Port of Entry/Port of Departure when travel to and from overseas areas is required.

(2) Travel to, from, and between overseas areas. The Contractor agrees that, to the maximum extent practicable, transportation from a U.S. Port of Departure, between overseas areas, and to a U.S. Port of Entry, if required, will be provided by the Government either by military or commercial air, whichever is economically appropriate and meets mission requirements. When the cost of such transportation is to be paid directly by the Government to a commercial carrier, such payment will be by use of a Government Transportation Request (GTR), and will be paid from funds allocated in this contract to the Support Item. Travel authorization, theatre clearance or visit notification, and transportation normally will be obtained from the Contract Administration Office. Where Government provided transportation is not practicable, the Contractor shall be reimbursed for transportation in accordance with FAR 31.205-46. Airfare costs in excess of the lowest customary standard coach, tourist class or equivalent fare are unallowable, unless the justification required by FAR 31.205-46 is provided. Such transportation shall be on United States commercially owned aircraft to the extent that scheduling and point of origin or destination permit.

(l) Personnel subject to overseas assignment shall have a passport immediately available, together with required inoculations. Inoculation and other medical requirements for overseas travel can be obtained at Contractor's expense, from the nearest Public Health Office.

(m) If a line item for selected replacement repair parts is set forth in the schedule, the Contractor shall furnish such selected replacement repair parts, other than repair parts carried in and readily available from the Navy supply system which will be furnished as necessary, which in its judgment are required during servicing and related equipment, to replace worn defective or malfunctioning parts. This item shall also cover minor redesign, and improvements in components of items, as approved by the COR identified in this contract.

(n) As soon as practicable after date of completion of services, the Contractor shall submit to the COR identified in this contract, an itemized priced list of selected replacement repair parts required to be furnished in the performance of the services hereunder. Prices shall be subject to agreement between the Contracting Officer and the Contractor, which agreement shall be set forth in a supplemental agreement to this contract to be executed by both parties hereto. The supplemental agreement shall also incorporate into the contract, by reference or otherwise, a list of the selected replacement parts furnished. If the parties are unable to agree as to the prices that are to be paid for any or all of such selected repair parts, such shall be deemed to be a dispute as to question of fact and shall be resolved in accordance with the clause of this contract entitled "Disputes".

Separate invoices shall be submitted for selected replacement repair parts subsequent to establishment of price for the CLINs identified in the above paragraphs of this clause hereinafter provided.

(o) It is estimated that the total cost to the Government for the full performance of the Support Item (set forth in the schedule as support for the Item of technical/engineering services) including its sub-items, will not exceed the total

estimated amount set forth in the schedule. The Contractor shall notify the Contracting Officer, in writing, whenever and as soon as he has reason to believe that the amounts payable and reimbursable for the full performance of the support item, together with the amounts previously paid or reimbursed, will exceed the total estimated amount therefore. This notification shall give the Contractor's revised estimate of the total amount for the full performance of the support item and such other information as may be requested by the COR identified in this contract. The Contracting Officer may, upon receipt of such notice or whenever he considers it necessary, increase or further increase the total estimated amount for the performance of the support item. When and to the extent the estimated amount of the support item has been so increased, any amounts expended or incurred by the Contractor for performance thereof in excess of the estimated amount prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase. If amounts expended or incurred by the Contractor for performance of the support item are in excess of the estimated amount (as the same may have been increased), then, pending any increase or further increase in such estimated amount that the Contracting Officer may make, such excess amount shall be paid from the funds, if any, remaining in the contract for payment under the item of engineering services. However, the Government shall not be obligated to pay and reimburse the Contractor any amount in excess of the combined total estimated amount (as increased as above provided) for the item of engineering services and the support item. The Contractor shall not be obligated to continue performance of the item of engineering services beyond the point where the combined total funds remaining in the contract for payment under these two items equals the sum of (i) amounts payable for the engineering services rendered and (ii) amounts payable or reimbursable for support.

C-6

DISPOSITION OF GOVERNMENT FURNISHED PROPERTY

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD Form 1149) the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the activity Property Administrator.

When disposition instructions are not stipulated in the contract or the supporting shipping document (DD Form 1149), an excess inventory listing identifying Government Furnished Property and, under cost reimbursement contracts, Contractor Acquired Property will also be submitted to the PCO, via the activity Property Administrator, at which time disposition instructions will be provided.

At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the activity Property Administrator, a copy of the physical inventory listing.

C-11

EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

- The EIT to be provided under this contract has been designated as a National Security System.
- The EIT acquired by the contractor is incidental to this contract.
- The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.
- The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.
- Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.
- The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

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5252.204-9200 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment H involves access to and handling of classified material up to and including **Secret**.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer listed on the DD Form 254.

The Contractor shall obtain and maintain government certification and accreditation for use, and support and maintain a Secure Internet Protocol Routing Network (SIPRNet) connection and SIPRNet equipment (hardware and software) for classified information exchange with the program office, other MIDS-effort related government entities (e.g. NSA), and other MIDS contractors who also have SIPRNet. If the Contractor has an existing government certified and accredited High Assurance Internet Protocol Encryptor Network (HAIPENet) capability, the connection may be used in lieu of SIPRNet for classified email and file information exchange with MIDS effort related government entities (e.g. NSA), and other MIDS contractors who also have HAIPENet. If SIPRNet and HAIPENet become temporarily unavailable (e.g. due to service interruptions), the Contractor shall use the most efficient alternative for information transfer (e.g. overnight FEDEX; courier; etc).

(End of clause)

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5252.211-9202 COMPLIANCE WITH SPECIFICATIONS (MAR 1999)

If part or model numbers are used to describe the Items being offered, it is understood and agreed such items are in complete compliance with the specifications and such items are not offered as alternates or deviations.

(End of clause)

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5252.228-9200 LIABILITY INSURANCE--FIXED PRICE CONTRACTS (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-5 "Insurance--Work on a Government Installation" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person
\$500,000 per occurrence
\$ 20,000 per occurrence for property damage

(b) Upon notification of contract award, the contractor shall furnish to the Contracting Officer, as required by paragraph (b) of the FAR 52.228-5 "Insurance--Work on a Government Installation" clause, a certificate or written statement of insurance prior to commencement of work under this contract. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

5252.228-9201 LIABILITY INSURANCE--COST TYPE CONTRACTS (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person
\$500,000 per occurrence
\$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

Section D - Packaging and Marking

D-1

HAZARDOUS MATERIAL SAFETY DATA SHEETS

(a) The Contractor shall submit one copy of the Material Safety Data Sheets (MSDS) required by FAR clause 52.223-3 to the addresses shown below:

NAVY	TBD
MARINE CORPS:	TBD
AIR FORCE:	TBD
ARMY:	TBD

(b) The Contractor also shall send one copy of the MSDS to the "ship to" addressee(s) designated in this contract/order.

D-2

HAZARDOUS MATERIALS

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129, and all applicable government and carrier regulations, in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

TYPE OF SHIPMENT	APPLICABLE REGULATIONS
1. Domestic	A
2. Domestic Air Commercial	A, B
3. Domestic Air Military	A, C, D
4. Export Surface	A, C, E
5. Export Air Commercial	A, B, E
6. Export Air Military	D, E

LIST OF REGULATIONS

- A. Code of Federal Regulations, Title 49 CFR: Transportation, Parts 100-185
- B. International Air Transport Association (IATA) Restricted Articles and Dangerous Goods Regulations (DGR)
- C. International Maritime Dangerous Goods Code (IMDG) – if applicable
- D. Air Force Manual 24-204_IP Preparing Hazardous Material for Military Air Shipment
- E. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

D-3

PREPARATION FOR DELIVERY

Supplies shall be prepared for delivery in accordance with ASTM-D-3951-10, “Standard Practice for Commercial Packaging”.

All material to be delivered shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and damages due to the hazards of shipment, handling and storage.

The contractor shall ensure packaging is appropriate for forces afloat and other DOD activities. The contractor shall use MIL-STD-2073-1D as guidance.

Hazardous materials shall be packaged in accordance with Title 49 (Parts 100 to 185) of the Code of Federal Regulations, U.S. Hazardous Materials Regulation (HMR) and International Air Transport Association (IATA) Restricted Articles and Dangerous Goods Regulations (DGR).

Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, to identify military equipment. Military equipment shall be identified in terms of Line Replaceable Unit(s) (LRU) and Shop Replaceable Unit (SRU). The contractor shall include the software/firmware version identification on the item. The contractor shall also include a statement confirming each delivered item has successfully passed acceptance test procedures. The contractor shall also include a listing of the “as built” configuration for each delivered system, LRU or SRU.

The commercial practices used to mark military equipment shall include marking LRUs, SRUs and shipping containers to identify Controlled Cryptographic Items (CCI). The contractor shall mark CCI in accordance with Communication Security (COMSEC) Material System, Policy and Procedures for Navy Electronic Key Management System Tiers 2 and 3 (EKMS-1B) Article 525, unless otherwise directed by the Government. This shall include anti-tamper indicators or labels.

D-4

PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

D-5

MARKING OF SHIPMENT

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:
RECEIVING OFFICER

MARK FOR:
Contract #: TBD
Delivery Order #: _____*
Item #: _____*
Receiving Officer Code: ___*_____

*Shipping instructions will be provided in each individual delivery order or by separate correspondence from the PCO, COR or ACOR near the time of delivery.

D-6**UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT**

(a) Location on Container

When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container, preferably in a protected location adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION."

(b) Marking Containers

When unpacking instructions are provided shipping containers will be stenciled "CAUTION--THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (contractor shall state where instructions are located)." When practical, this marking will be applied adjacent to the identification marking on the side of the container, in accordance with MIL-STD-129.

(c) Unpacking Instructions for MIDS-LVT Receiver-Transmitter (RT).

All MIDS-LVT RTs shall additionally have the following unpacking instructions included:

Improper execution of these Unpacking Instructions may result in an unrecoverable failure to the Receiver-Transmitter (RT) and require its return to depot for repair. BU2 LCM battery power shall not be interrupted.

INSTRUCTIONS

The MIDS-LVT Receiver Transmitter (RT) is shipped separately from three (3) U10025 Ultralife Lithium batteries which are designed to be inserted into the MIDS Internal Power Supply (IPS) SRU. Prior to operating the MIDS-LVT, locate and insert the 3 IPS batteries into the MIDS-LVT IPS.

The MIDS-LVT (BU2 Variant) additionally ships with an installed and active SMP SRU containing the Crypto Module (LCM). The LCM requires constant power which is provided by a single installed and embedded SAFT LS 14250, ½ AA size Lithium Thionyl Chloride Battery. The LCM battery SHALL not be removed unless required by maintenance action, typically once every five years. When required, battery removal SHALL only be accomplished by trained and authorized personnel.

CAUTION

The LCM battery is required and essential to maintaining cryptographic information. Removing the LCM battery without inserting a replacement will result in an unrecoverable failure to the Receiver-Transmitter (RT) and require return of the RT to the depot for repair via your EKMS/COMSEC Manager.

NOTE

Failure to install the 3 IPS batteries prior to operating the MIDS-LVT (RT) has been known to result in less than optimum terminal operation.

WARNING

The MIDS-LVT IPS and BU2 LVT LCM contain Lithium batteries, do not open, puncture, or crush. Exposure to Lithium presents a hazard to personnel. Dispose of in accordance with current DoD or Service/Unit Instructions governing the disposal of lithium batteries.

D-7

LRU AND SRU LABELING

(a) The Contractor shall provide a durable, readable, and indelible identification label or plate that is securely applied, fastened, or attached to each LRU and SRU in a conspicuous location. The label text font size shall be no smaller than 8pt.

(b) The LRU label or plate shall identify the following (accepted abbreviations are noted):

Nomen: _____ (The Nomenclature of the individual item.)
 P/N: _____ (The Part Number of the individual item.)
 S/N: _____ (The Serial Number of the individual item.)
 CAGE: _____ (The Commercial and Government Entity Code of the manufacturer.)
 C/N: _____ (The Contract Number of the manufacturer.)

(c) The SRU label or plate shall be affixed to the visible edge when the card cage cover is removed and shall identify the following (accepted abbreviations are noted):

P/N: _____ (The Part Number of the individual item.)
 S/N: _____ (The Serial Number of the individual item.)
 CAGE: _____ (The Commercial and Government Entity Code of the manufacturer.)
 R/D: _____ (The Reference Designator of the individual item, e.g., A1, A2, etc.)

(d) An additional SRU label or plate shall be affixed to other “free space” on the SRU and shall identify the following (accepted abbreviations are noted):

Nomen: _____ (The Nomenclature of the individual item.)
 C/N: _____ (The Contract Number of the manufacturer.)

(e) If a warranty applies, the contractor shall additionally affix a Warranty Label to the individual LRU/SRU that:

- (i) identifies the LRU/SRU as a “Warranted Item”;
 - (ii) identifies the date the warranty expires (if applicable);
 - (iii) remains in place until the warranty expires;
 - (iv) is removed when the warranty expires; and,
- uses a text font size of 16pt.

D-8

SHIPPING REQUIREMENTS (APPLICABLE TO CLINS: 1001 through 1007, 2001 through 2007, 3001 through 3007, 4001 through 4007 and 5001 through 5007.

(a) The contractor shall ship MIDS equipment in accordance with the Government shipping instructions issued by the Procuring Contracting Officer (PCO), Contracting Officer’s Representative (COR)/Alternate Contracting Officer’s Representative (ACOR). Upon shipment of the item, the contractor shall provide the shipment tracking information (tracking number) of the shipment to the applicable addressees, as designated by the COR/ACOR in the shipping instructions, not later than Close of Business (COB) the same day of the shipment. The contractor shall provide copies of all related shipping documentation to the applicable addressees, as designated by the COR/ACOR in the shipping instructions, not later than COB the following business day after the shipment.

CLAUSES INCORPORATED BY REFERENCE

252.247-7023 Transportation of Supplies by Sea

APR 2014

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Title	Number	Date	Tailoring
ISO 9001: 2008		November 2008	
ISO/IEC 90003:2004		February 2004	
ISO 10012: 2003	Edition 3	April 2003	
AQAP 2110	Edition 3	November 2009	
AQAP 2120	Edition 3	November 2009	
AQAP 2130	Edition 3	November 2009	
AQAP 2210	Edition 1	November 2006	

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in--

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require--

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

Section F - Deliveries or Performance

F-1**DELIVERIES**

(a) The delivery rate capacity for MIDS LVT systems provided under CLINs 1001-1007, 2001- 2007, 3001- 3007, 4001-4007, and 5001- 5007 shall be a minimum of thirty-six (36) terminals per month. The actual delivery rate under a delivery order may exceed this rate provided that the contractor and the Government sign a bilateral modification to the basic delivery order contract to increase the rate for the contract or a bilateral delivery order to increase the rate for that particular delivery order.

(b) For CLINs 1001-1007, 2001- 2007, 3001-3007, 4001 - 4007, and 5001 - 5007, the Contractor shall commence delivery of terminals and related spares ordered no later than 12 months after the issuance of delivery order and shall complete delivery of terminals and related spares ordered no later than 24 months after issuance of delivery order in accordance with the delivery schedule established in the order. The specific periods of performance for these CLINs under each order shall be stated within such order but shall not extend beyond the delivery requirement dates stated above.

(c) The contractor shall make any deliveries of CLIN 9001, if awarded, in accordance with the CDRL, DD Form 1423, data item A006.

(d) The contractor shall make deliveries under all other CLINs in accordance with individual delivery orders issued under this contract.

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9201 MILSTAMP INFORMATION (SEP 1989) (Applicable to all F.O.B. Origin CLINS)

When shipping material or arranging for the acquisition and shipment of supplies by the Contractor through the use of military controlled transport, or through military transshipment facilities, Military Standard Transportation and Movement Procedures (MILSTAMP) are required under this contract. The cognizant contract administration office is the point of contact to which the Contractor shall provide necessary information to effect MILSTAMP documentation and movement control including air or water terminal shipment clearances and to obtain data

necessary for shipment marking and freight routing. The contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant contract administration office.

(End of clause)

Section G - Contract Administration Data

G-1

Special Payment Instructions

The Government may utilize any of the payment instructions listed at Defense Federal Acquisition Regulation Supplement (DFARS), Procedures, Guidance and Information (PGI) section 204.7108, or any additional payment instructions at the Delivery Order level as applicable. The full text of the DFARS special payment instructions may be accessed at the following website: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>.

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

TBD

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

TBD

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	*
Issue By DoDAAC	*
Admin DoDAAC	*
Inspect By DoDAAC	*
Ship To Code	*
Ship From Code	*
Mark For Code	*
Service Approver (DoDAAC)	*
Service Acceptor (DoDAAC)	*
Accept at Other DoDAAC	*
LPO DoDAAC	*
DCAA Auditor DoDAAC	*
Other DoDAAC(s)	*

***Information to be furnished upon award**

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

TBD

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

TBD

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE

Name: **TBD**

Code:

Address:

Phone Number:

E-mail:

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

(End of clause)

5252.216-9209 APPOINTMENT OF ORDERING OFFICER(S) (DEC 1999)

(a) The contracting officer and/or his duly authorized representative at the following activity(ies) are designated as Ordering Officers:

Name: Jon Wester

Activity: Space and Naval Warfare Systems Command

Address: Naval Base Point Loma, Naval Mine and Anti-Submarine Command
Complex, 33000 Nixie Way
San Diego, CA 92147-5110

Phone: (619) 524-5626

Name: Mary Wolff

Activity: Space and Naval Warfare Systems Command

Address: Naval Base Point Loma, Naval Mine and Anti-Submarine Command
Complex, 33000 Nixie Way
San Diego, CA 92147-5110

Phone: (619) 524-6376

Name: John Sullivan

Activity: Space and Naval Warfare Systems Command

Address: Naval Base Point Loma, Naval Mine and Anti-Submarine Command
Complex, 33000 Nixie Way
San Diego, CA 92147-5110

Phone: (619) 524-5618

Name: Patricia Ponce-Feliu

Activity: Space and Naval Warfare Systems Command

Address: Naval Base Point Loma, Naval Mine and Anti-Submarine Command
Complex, 33000 Nixie Way
San Diego, CA 92147-5110

Phone: (619) 524-6378

Name: Ed Davenport

Activity: Space and Naval Warfare Systems Command

Address: Naval Base Point Loma, Naval Mine and Anti-Submarine Command
Complex, 33000 Nixie Way
San Diego, CA 92147-5110

Phone: (619) 524-0295

(b) The above individual(s) is/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 contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the PCO.

(End of clause)

5252.216-9210 TYPE OF CONTRACT (DEC 1999)

This is a Indefinite Delivery Indefinite Quantity contract.

(End of clause)

5252.227-9213 PATENT MATTERS POINT OF CONTACT (OCT 2008)

The Point of Contact regarding Patent Matters for this contract is:

OFFICE OF PATENT COUNSEL / CODE 360012
SPAWARSYSCEN
53560 HULL STREET
SAN DIEGO, CA 92152-5001

(619) 553-3001

Submit interim and final invention reports to the following address:

SPAWAR HQ
Policy Branch, Code 2.3.2
Contract Closeout
4301 Pacific Highway
San Diego, CA 92110-3127

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(a) The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order that authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA:

- (1) to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer, and
- (2) to the Procuring Contracting Officer.

(End of clause)

Section H - Special Contract Requirements

H-1

ORDER OF PRECEDENCE (The following references FAR 52.215-8, Order of Precedence – Uniform Contract Format, applicable only to this Contract)

Any inconsistency in this Solicitation or Contract shall be resolved by giving precedence in the following order:

- (a) the schedule (Sections A through H) (excluding the specifications);
- (b) representations and other instructions (Section K);
- (c) contract clauses (Section I);
- (d) attachments (including Statements of Work) (in order, except Attachments F, which is (e) below)
- (e) the specifications*

* Any inconsistencies between specifications shall be resolved by giving precedence in the following order:

1. Functional Baseline for MIDS-LVT as defined in the F Attachments :
2. Allocated Baseline for MIDS-LVT as defined in the F Attachments
3. Other documentation referenced in the specifications (STANAG 4175, STANAG 5516, other NATO, military, and federal standards; other Government documents and non-Government documents).

H-5

METHOD OF SELECTION FOR ISSUANCE OF ORDERS

(A) Individual orders shall be placed using one of the following selection procedures:

- (1) The ordering officer may request technical proposals and/or price proposals from each awardee and make award(s) to the contractor(s) whose proposal(s), represents the best value to the government. The contractor is permitted to propose improvements (e.g., performance, schedule, prices contained in or listed at “TBD” in Section B of this contract) in its quotation. “Best value” is defined as the expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101).
- (2) The ordering officer may utilize existing contract prices determined in accordance with -Section B-4 for MIDS-LVT. The contractor may propose price improvements to Section B-4 - at any time after contract award. The opportunity to propose a pricing model for the contract based on adequate price competition is considered the contractor’s fair opportunity for these orders.
- (3) The ordering officer may request technical proposals and/or price or cost proposals from each awardee and make award to the contractor whose proposal, represents the lowest priced technically acceptable offer.

(B) The Government desires continuous improvements in terminal & spares pricing via updates to the pricing structure contained in Section B-4. The Government considers a price improvement to be an updated pricing structure (e.g., learning curve in Section B-4) that results in a lower, overall terminal price. If the contractor proposes terminal and spares pricing independent of Section B-4, the Government may elect to disregard such prices even if they may be lower than prices derived from Section B-4. If determined to be the best value to the Government, the ordering officer may utilize an offeror’s higher prices from an existing Section B-4 or a proposed updated Section B-4.

(C) Regardless of the selection procedures utilized, the ordering officer will consider existing prices from Section B-4 and any proposed price improvements and may consider a variety of factors, including, but not limited to:

- (a) information received from the contractor(s) in response to the contracting officer's request for cost/technical proposals, if requested;
- (b) past performance under this contract including all outstanding and previous delivery orders;

- (c) the price and extent of technical data rights, computer software rights, and computer software documentation rights in the Technical Data Package;
- (d) warranty prices;
- (e) delivery rate(s).

If the ordering officer utilizes selection procedure (A)(1) or (A)(3), the RFP will specify instructions for submitting a proposal, and identify the technical factors that will be used in the evaluation. Regarding (A)(1), the RFP will also specify the relative order of importance for technical factors, and will state the relative importance of the technical factors to price. In either the (A)(1) or (A)(3) scenario, the technical factors in the RFP may not include all of those identified in paragraph (C) above, and may include other technical factors more appropriate for the particular requirement.

(D) The ordering officer may elect not to compete the award of any particular order if one or more of the following conditions exist:

- (a) The agency need for such supplies or services is so urgent that providing the opportunity would result in unacceptable delays;
- (b) Only one contractor is capable of providing such supplies or services at the level of quality required because the supplies or services are unique or highly specialized;
- (c) For MIDS Engineering Services tasks one or both contractors may receive an award on a sole source basis because that contractor or contractors is/are capable of providing such supplies or services at the level of quality required because the supplies or services are unique or highly specialized;
- (d) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;
- (e) It is necessary to place an order to satisfy a minimum guarantee.

H-12

CERTIFICATE OF COMPLIANCE

The Contractor shall certify that the terminal, as designed, meets all the current requirements of the contract and all attachments thereto, including interchangeability requirements. Any and all non-conformances shall be documented in separate Requests for Deviation (RFDs) and submitted for Government approval and shall be noted on the individual Certificates of Compliance. The Contractor shall submit a separate Certificate of Compliance for each MIDS variant and Block Upgrade configuration.

These certificates shall be delivered via contract letter after the contractor has successfully completed its contractor qualification effort. The certification must be submitted no later than 15 days prior to the contractor request for Government acceptance (via DD 250) of the first terminal for each variant and Block Upgrade configuration. The certificates shall be signed by an individual authorized to obligate the Contractor.

H-15

AIRWORTHINESS CERTIFICATE (APPLICABLE TO ALL MIDS-LVT TERMINALS DELIVERED UNDER THIS CONTRACT)

- (a) The Contractor shall certify that the delivered Terminals are safe for intended use. The certificate shall be based on successful completion of Contractor testing and analysis. Safe-For-Intended Use (SFIU) tests shall consist of (1) Crash Safety, (2) Random Vibration, (3) Electronic Field Radiated Emission (RE02) Test, (4) Power Line and Signal Line Conducted Emission (CE03) and explosive atmosphere.
- (b) The Contractor shall provide a completed AFMC Form 3, Component Airworthiness

Certificate, as part of their First Article Approval prior to the first terminal delivered under this contract (See H-23). The AFMC Form 3 is considered "completed" once the contractor has completed the necessary testing and analysis and the responsible contractor system safety engineer/officer/ manager has signed the form. The Government expects to review the test data and analyses upon which the Contractor based the airworthiness certificate.

(c) The Contractor shall maintain the Terminal's airworthiness certificate until the period of performance for the entire contract is completed.

H-16

ELECTROMAGNETIC COMPATIBILITY (EMC) FEATURES APPROVAL (APPLICABLE TO ALL MIDS TERMINALS DELIVERED UNDER THIS CONTRACT)

The Contractor is required to obtain EMC Features approval in accordance with the DoD Link 16 EMC Features Certification Process and Requirements prior to First Article Approval and to maintain such approval until the period of performance for the entire contract is completed. Any waivers or deviations against the DoD Link 16 EMC Features Certification Process and Requirements shall be submitted to NTIA via the DoD Certification Authority for approval. The certification effort may require technical interchange meetings with the DoD Certification Authority, currently designated as SPAWAR 05 Chief Engineers Office, or with members of their designated EMC Features Certification execution activity. Accordingly, it is the sole responsibility of the Contractor to determine and to provide all information, briefings, test procedures, test conduct, test reports and analysis that may be required to document and obtain certification from the DoD Certification Authority and final EMC features approval from NTIA.

H-17

COMMUNICATIONS SECURITY (COMSEC) APPROVAL FOR USE (APPLICABLE TO ALL MIDS TERMINALS AND SOFTWARE DELIVERED UNDER THIS CONTRACT)

The Contractor is required to obtain National Security Agency (NSA) Approval for Use of the MIDS terminals and software together with NSA approval of the associated documentation as part of First Article Approval and to maintain such COMSEC Approval for Use until the period of performance for the entire contract is completed. This effort will require technical interchange meetings with NSA, or a designated agency.

Accordingly, it is the sole responsibility of the Contractor to determine and to provide all information, briefings, test procedures, test conduct, test reports and analysis that may be required to document and obtain such approval by NSA. To obtain copies of the COMSEC requirement documents, the Contractor must send a written request to the National Security Agency (NSA) Program Manager for MIDS, with a copy of the request sent to PMA/PMW 101, MIDS Program Office. The request shall include identification of the Contractor's current U.S. COMSEC account and evidence of a current facility and personnel clearance.

H-19

CONTRACT SECURITY CLASSIFICATION SPECIFICATION

DOD Contract Security Classification (DD 254), attached, itemizes the classified portion of work to be performed under this Contract. Upon completion of the final delivery under this contract, the Contractor shall promptly notify, in writing, the Space and Naval Warfare Systems Command (SPAWAR) Security Office (SPAWAR Code 83310), and the MIDS Program Office. The Contractor shall, if applicable, request classified material disposition in accordance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M) and Security within the North Atlantic Treaty Organization (Document C-M(55)15(Final)) and any subsequent

amendments.

Regarding FAR 52.204-2 ("Security Requirements"), paragraph (b), the following applies in lieu of DOD 5220.22-M (including any revisions to this manual) for any Non-U.S. contractors or Non-U.S. subcontractors located outside the U.S.:

1. For those located within the Republic of France:
 - (a) "Instruction Generale Interministerielle 1300/SGDN/DR" of 12 March 1982;
 - (b) "Instruction Interministerielle 2000/SGDN/SSD/DR" of 01 October 1986; and
 - (c) "Instruction 2500/DEF/C23" of 26 January 1983.
2. For those located within the Federal Republic of Germany:

"Handbuch fur den Geheimschutz in der Wirtschaft" of Jun 1986
3. For those within the Republic of Italy:

"Norme unificate per La tutela del Segreto" SMD-1/R - Vol III del 1971 e successive direttive/aggiornamenti:

 - PCM-ANS 1/R/A del 28.01.1986
 - ANS-NDA 296
 - ANS-S/R e altre
4. For those within the Kingdom of Spain:

"Manual de Seguridad Industrial de Las F.F.A.A.", Orden Ministerial No. 12-82 (21 October)

H-20

NONDISCLOSURE OF COMSEC INFORMATION

COMSEC/TEMPEST information will be the subject of a Memoranda of Agreement between the National Security Agency (NSA) and the Cryptologic Authorities of the Participants. All information related to the COMSEC/TEMPEST portions of this Program will be released on a Government-to-Government basis by the NSA to the Cryptologic Authorities of the Participants. Public release of information relating to COMSEC and its uses shall be restricted in dissemination to Contractor personnel and Government personnel involved in the Contract. Any proposed release of unclassified COMSEC information relating to this Contract into the public domain shall be forwarded, via the PCO, to NSA. The term "release" includes, but is not limited to: newspaper articles, company newsletters, contract announcements, advertisements, brochures, photographs, motion-picture films, technical papers, unclassified presentations at symposia, speeches, displays, etc. on any COMSEC phase related to this Contract.

H-21

RESTRICTED ACCESS TO COMSEC INFORMATION

(a) The Contractor agrees to obtain written approval from the National Security Agency (NSA) through the PCO on behalf of the MIDS Program Office (MPO) before assigning work or granting access to any foreign national or foreign representative to data related to the following items/subject matter, whether such data is provided by the Government or generated under this Contract in accordance with DD 254, Contract Security Classification Specification:

1. U-TVB CTIC/DS-101 Hybrid (CDH)

2. KOI-18 Paper Tape Reader
3. Cryptographic Keys (Various developmental Key Material)
4. AN/PYQ-10, Simple Key Loader (SKL)
5. Security and cryptographic related specifications, publications, and software
6. Common Tier 3 DTD UAS
7. KYK-13, Common Fill Device
8. E-HVM (All Variants), MIDS SMP & documents
9. KOV-55, MIDS LVT COMSEC Module (LCM) Crypto Device
10. Data Management Device (DMD) User Application Software
11. COMSEC documents and materials
12. NSA Test Link 16 TEKs
13. NSA Test FEKs
14. NSA Test KEKs
15. NSA Master Key Encryption Key (MKEK)
16. KGV-8 (E-2), Miniature Secure Data Unit (SDU)
17. Joint Tactical Information Distribution System (JTIDS)
18. KOV-55, LVT Cryptographic Module (LCM) Prototype 1
19. KOV-55, LCM Prototype 2
20. KOV- 55 LCM and documents
21. MIDS LVT (All RT-#### Variants)
22. MIDS JTRS (All RT-#### Variants)

(b) For purposes of this clause, a foreign national is anyone who is not a citizen of the United States. A foreign representative is anyone (regardless of nationality) who is acting as an official, agent, or employee of (i) a foreign owned/controlled/influenced firm, corporation, or person or (ii) a foreign government. Nothing in this clause is intended to waive any requirement imposed by any other US Government agency with respect to employment of either foreign nationals or foreign representatives or to export control.

H-22

DATA/SOFTWARE ACCESSION LIST

The Data Accession List (DAL) provides a listing of information generated by the Contractor as required by CDRL Data Items A016. The Contracting Officer may order copies of any data, documentation or computer software identified in the DAL. If requested, electronic copies of the data shall be provided to the Government via MIDSVue within 5 working days from the date of the request. The cost of furnishing such data or software shall be subject to payment pursuant to DFARS 252.227-7027 (“Deferred Ordering of Technical Data or Computer Software”) under Section I.

H-23

MIDS-LVT FIRST ARTICLE QUALIFICATION REQUIREMENTS

The contractor is required to have its MIDS-LVT variant(s) first article approved by the Government before the contractor may start delivery of terminals. Contractors that have previously had their MIDS-LVT variant(s) qualified shall provide evidence of that first article approval prior to their first delivery under this contract. For any MIDS-LVT variant(s) for which the contractor has not previously obtained Government first article approval, the Government will approve such variant(s) when all of the following conditions have been met:

- a) The Contractor has submitted a Certificate of Compliance (H-12) after successful completion of contractor Qualification which was performed in accordance with a Government approved contractor qualification

plan/procedure. The certificate shall state, as applicable, that the Contractor’s first article meets all of the requirements of the MIDS Functional and Allocated baselines detailed in the F Attachments.

- b) The Contractor has submitted an EMC Features Approval (H-16).
- c) The Contractor has submitted a signed COMSEC Approval for Use (H-17).
- d) The Contractor has submitted a signed Air Worthiness certificate (H-15) for terminals to be operated in an airborne environment.
- e) The Contractor has successfully demonstrated LRU and SRU interchangeability in accordance with Section C-2.
- f) The contractor’s terminal has successfully passed any Government executed qualification testing that the Government, at its discretion, deems necessary.

H-24

GOVERNMENT FURNISHED COMPUTER SOFTWARE

As part of the Government qualification process of GFM software cited in H-26, the Government will be testing the software on the contractor’s production terminal prior to providing it as GFM. If during this qualification process the Government determines that there is a problem with the contractor’s terminal executing the GFM software, the Government will notify the contractor in writing. Within 30 days of Government notification and at no cost to the Government, the contractor shall complete corrective action that ensures its terminal successfully executes the GFM software.

H-25

GOVERNMENT FURNISHED PROPERTY

The Government will provide only that property set forth below, on or before the date indicated, notwithstanding any provisions of the specification(s) to the contrary: **To be completed upon award**

Upon Contractor's written request to the Procuring Contracting Officer via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract: **To be completed upon award**

<u>SOURCE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>DATE</u>	<u>DESTINATION</u>	<u>NOTES</u>
*	*	*	*	*	*

H-26

GOVERNMENT FURNISHED MATERIAL

(a) The Government, via Management Control Activity (MCA) Distribution Code N00039, will furnish to the Contractor for use in connection with this Contract, only the Government Furnished Material set forth below:

<u>SOURCE</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>DATE</u>	<u>DESTINATION</u>	<u>NOTES</u>
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IPO	MIDS CORE Software* MIDS TIO Software* MIDS ADDSI Software* MIDS CSIA Software* NSIO Software* NCP Software* LVT(3) CORE Software LVT(3) I/O Software*	1 EA 1 EA 1 EA 1 EA 1 EA 1 EA 1 EA 1 EA	Initial: 3 Months After Contract Award. Updates version provided as available.	Available on MIDSvue	Version Description Documents will be provided with the software. Deliveries shall include all source, definition, build files, and all other necessary files to create executables, plus final executables.
NSA	U-TVB CTIC/DS-101 Hybrid (CDH) –	1 per FMS SMP SRU ordered.	6 months prior to the required delivery date for each BU1 terminal/SMP as defined in Section F	Contractor's Plant	See Section H.21.
IPO	KOV-55 (LCM)	1 EA	6 months prior to the required delivery date for each BU2 terminal/SMP as defined in Section F	Contractor's Plant	See Section H-21.

*Updated versions to be provided as they become available

(b) Only the material listed above in the quantities shown will be furnished by the Government notwithstanding any provisions of the specification(s) to the contrary. Government Furnished Material will be delivered, all transportation charges paid, to the cognizant contract administration office specified herein, in care of the Contractor's plant.

H-39

WARRANTY (APPLICABLE TO CLINS 1001-1007; 2001-2007; 3001-3007; 4001-4007 and 5001-5007)

This warranty contains the following sections:

- I. Scope
- II. Definitions
- III. Individual Warranty Coverage
- IV. Systemic/Performance Warranty Coverage
- V. Commercial Warranties
- VI. Warranty Procedures/Remedies
- VII. Other Rights and Remedies
- VIII. Warranty Administration
- IX. Warranty Status Reporting
- X. Exclusions
- XI. Presumption of Failure/Defect
- XII. Contractor Obligations
- XIII. Disputes

I. SCOPE

Contractor warrants that hardware items, firmware, and computer software furnished under this contract will conform to the design and manufacturing requirements, and specified performance requirements specifically delineated in the Contract and any supplementary agreements thereto.

II. DEFINITIONS

- A. Acceptance: The execution of an official document (DD Form 250) by an authorized representative of the Government.
- B. Cosmetic damage: Cosmetic damage includes faded or chipped paint, scratches, minor dents, nicks, or other damage resulting from normal and customary use that does not affect the operational use or maintenance of the item.
- C. Defect: A condition or characteristic that causes an item's performance not to meet the specifications or other requirements of the contract, or when an item lacks something essential for completeness for its intended use. A defect does not necessarily affect performance.
- D. Design and Manufacturing Requirements: The structural and engineering plans and manufacturing particulars, including precise measurements, tolerances, materials and finished product tests for the items being procured under this contract.
- E. Failure: A breakdown or degradation of operation or function. Failures include items returned to the contractor's facility that are identified as NEOF (RTOK, NFF and A-799).
- F. Individual Coverage: Warranty coverage that requires the contractor to correct all failures for any reason (except for Out-of-warranty Items or Non-warranty Items) via individual warranty claim actions for each failure at no additional cost to the Government.
- G. Items: MIDS-LVT (1, 2, 3, 4, 6, 7, 11 and 12) Terminal Sets, LRUs, SRUs, ancillary items and Commercial COMSEC variants delivered under this contract, inclusive of all hardware, firmware, software (except GFE software).
- H. No Evidence of Failure: The term "No Evidence of Failure" or NEOF, as used herein, means a returned item that upon initial checkout by the contractor, successfully completes the performance verification testing as defined in the LRU or SRU Acceptance Test Plan (ATP). NEOF is the same as a Retest Okay (RTOK), No Fault Found (NFF), Can Not Duplicate (CND) or A-799.
- I. Non-warranty Items: Items that are not warranted, or are excluded under the exclusion clause of this contract.
- J. Out-of-warranty Items: Items for which the timeframe in calendar years exceeds the warranty.
- K. Repair: The elimination of a defect or correction of a failure. Correction of cosmetic damage is not required unless it effects the operation or maintenance of the item.
- L. Repetitive Failure: When at least 3 items delivered to the government over any six-month period of time have failed with the same root cause, the failures are considered repetitive.
- M. Retrofit Plan: A retrofit plan describes how the contractor will implement corrections to defects or systemic failures for all fielded items.
- N. Systemic/Performance Coverage: Warranty coverage that requires the contractor to correct the cause of repetitive failures or defects for all items. A retrofit plan for repetitive failures or defects is required.

- O. Terminal: Includes all of the SRUs and LRUs that make up a MIDS-LVT (1, 2, 3, 4, 6, 7, 11, and 12) and Commercial COMSEC variants ordered under Section B.
- P. Turn-Around Time, Contractor Issue: The Contractor Issue TAT (CITAT) clock begins upon receipt of a customer/user requisition at the contractor site, and ends upon delivery to the customer at either a Continental United States (CONUS) operational site, or a CONUS beach/field detachment for military forwarding to an Outside CONUS (OCONUS) site.
- Q. Turn-Around Time, Depot Repair: The contractor Depot Repair TAT clock begins upon receipt of a returned SRU or LRU at the contractor site, and ends when it is either placed into wholesale inventory or shipped to user.
- R. Warranty: Individual and Systemic/Performance Coverage.

III. INDIVIDUAL WARRANTY COVERAGE

Warranty for individual coverage begins upon acceptance (DD-250). Terminals, LRUs and SRUs are warranted for individual coverage for a period of four years from acceptance.

Upon repair of an item, the warranty coverage remaining for that item shall be the time or timeframe not yet expended.

IV. SYSTEMIC/PERFORMANCE WARRANTY COVERAGE

Warranty for systemic/performance coverage begins upon acceptance (DD250). Terminals are warranted for systemic/performance coverage for a period of four years from acceptance. Repetitive failures or defects are covered under systemic/performance coverage and require the contractor to implement the retrofit plan fix on all affected items at no additional cost to the Government.

V. COMMERCIAL WARRANTIES

The contractor shall provide the Government with any commercial warranties received from his or her suppliers or subcontractors even if they extend beyond the warranty period.

VI. WARRANTY PROCEDURES/REMEDIES

A. Individual Coverage:

The Government will return any item experiencing a failure to the contractor's repair facility.

The contractor shall provide the materials and services necessary to repair or replace the item at no additional cost to the Government within the specified Turn-Around Time. All repaired items, or items identified as NEOF, shall successfully pass acceptance testing in accordance with appropriate LRU and SRU Acceptance Test Plans for the item prior to return.

If the contractor has any disagreement with the Government regarding a returned item, the contractor shall proceed with the repair/replacement of the item within the specified Turn-Around Time and may invoke his or her rights in accordance with the "Disputes" clause. If the contractor has reason to believe that returned items are not subject to the warranty provisions of this contract, the contractor shall notify the Government within 3 calendar days. Failure to do so will be deemed a waiver by the contractor of any and all remedies to which it otherwise would have been entitled to under the "Disputes" clause. Warranty repairs shall be complete with an average repair Turnaround time of 30 working days. No individual repair turnaround time shall exceed 60 working days.

B. Systemic/Performance Coverage:

The contractor shall provide and implement a retrofit plan that provides a detailed technical description of how repetitive failures or defect will be alleviated, and an explanation of how fielded units will be corrected. The contractor shall coordinate the implementation of the corrective action plan with the Government prior to beginning corrective action. Following such coordination, the contractor shall submit the retrofit plan to the Procuring Contracting Officer (PCO) and is liable for all costs associated with the corrective action, including the cost of preparing the plan and transportation costs to effect repair/replacement of items. The retrofit plan shall provide for the repair, replacement or retrofit of all delivered items under this contract.

VII. OTHER RIGHTS AND REMEDIES

- A. The rights and remedies of the Government provided for in this warranty do not limit, but are in addition to, the rights the Government has under any other clause of this contract. The requirements of this warranty do not limit the Government's rights under the inspection and acceptance provisions of the contract.
- B. This warranty shall not be voided by any Government performed repair of any warranted item when accomplished in accordance with accepted Government maintenance concepts.
- C. The Government shall not be responsible for any extension or delay in the scheduled deliveries or periods under this contract as a result of the contractor's obligation to repair or replace defective or failed items. There shall not be any adjustments of the delivery schedule or periods of performance as a result of the repair or replacement of defective or failed items, unless provided for by the inclusion of a modification, with adequate consideration to the Government in this contract.

The Government's rights under this warranty shall survive final payment.

VIII. WARRANTY ADMINISTRATION

- A. The contractor and Government will administer the warranty.
- B. Disagreements on warranty issues shall be settled pursuant to the "Disputes" clause of the contract. The contractor shall repair/replace all returned items in accordance with the terms of this warranty while the dispute is being resolved.

IX. WARRANTY STATUS REPORTING

The contractor shall report on warranty status via the contractor online database.

X. EXCLUSIONS

- A. The contractor shall prove to the satisfaction of the ACO by a preponderance of the evidence that an item returned for repair is excluded from warranty due to one of the following exclusions:
 - (1) Combat damage
 - (2) Damage or failures, that are beyond the control of and not attributable to the contractor, that are caused by:
 - (a) willful misconduct
 - (b) abuse

- (c) improper user installation or application (e.g. improper cabling, rack mounting, power input or exposure to environmental conditions beyond specific capabilities)
- (d) maintenance not executed in accordance with the Government maintenance concept
- (e) negligence in transportation, with the exception of transportation covered under warranty paragraph XIIB, handling, or storage
- (f) use by non-contractor personnel of shipping containers other than those specified per ASTM D3951-95 "Standard Practice for Commercial Packaging", if use of such container resulted in damage
- (g) catastrophic damage such as fire, flood or explosion
- (h) act of God

B. If the contractor considers that a returned item is covered by one of the exclusions listed above, the contractor shall request the ACO to perform inspection of the items that the contractor considers subject to exclusion

If the ACO determines that the repair or replacement is excluded, repair or replacement of the items may be accomplished under a repair contract. All repaired items shall continue to be warranted for the remaining warranty period at no change in the contract price.

The failure of the ACO and the contractor to reach an agreement on exclusion shall be considered a Dispute within the meaning of the "Disputes" clause. The contractor shall proceed with the repair/replacement upon written direction of the ACO, even if a disagreement exists.

C. With respect to Government Furnished Property (GFP), the contractor's warranty shall extend only to the proper installation of the GFP, so as not to degrade the performance or reliability of the GFP. If the contractor performs some modification or other work on such property, then the contractor's warranty shall extend to such modification or other work performed on the GFP.

XI. PRESUMPTION OF FAILURE/DEFECT

A. If the Contracting Officer issues a Final Decision pursuant to the "Disputes" clause of this contract finding that none of the exclusions identified in X of this clause was (were) the cause(s) of the defects or failures of any hardware items, firmware or computer software to perform in accordance with all terms and conditions of the contract during the period identified in section IV of this clause, and the Contractor subsequently files an appeal from that Final Decision with any court or board of contract appeals, on appeal the contractor shall have the burden of proving beyond a preponderance of the evidence that one or more of the exclusions identified in section X of this clause was (were) the cause(s) of the defects or failure of any hardware items, firmware or computer software to perform in accordance with all terms and conditions of the contract during the period identified in sections III and IV of this clause.

B. The contractor shall have this burden of proof regardless of which party may have possession, custody or control over any evidence (documentary or testimonial) which would tend to prove or disprove the existence of any of the exclusions identified in section X of this clause, and regardless of whether the matter is before the Contracting Officer, a court or a board of contract appeals.

C. The parties agree that unless the contractor can sustain this burden of proof, the warranty described in this clause shall be applicable to the hardware items, firmware and computer software delivered under this contract which failed or are defective. Likewise, where the Contracting Officer makes a determination under section IV of this clause that the failures were systemic, the contractor shall have the burden of proving to the satisfaction of the Contracting Officer, a court or a board of contract appeals, by a preponderance of the evidence, that the defects or failures were not systemic, regardless which party may have possession, custody or control over any evidence (documentary or testimonial) which would tend to prove or disprove that the defects or failures experienced were caused by systemic defects or failures.

D. If it is later determined by the Contracting Officer, a court or a board of contract appeals that one or more of the exclusions identified in section X of this clause was (were) the cause(s) of the failures or defects of any hardware items, firmware or computer software to perform in accordance with all terms and conditions of the contract during the period identified in sections III & IV of this clause, the contract price will be equitably adjusted.

XII. CONTRACTOR OBLIGATIONS

A. Labeling or Plating

The contractor shall provide contractor data markings for identification of each LRU and SRU in accordance with the requirements contained in Section D.

B. Transportation costs

The contractor shall be responsible for the cost of transporting warranted items back to the Government designated point of delivery. Shipment shall be made by the most expedient means available. Preservation, packaging, packing and handling of repaired items shall be in accordance with the requirements contained in Section D.

XIII. DISPUTES

The rights and remedies of the Government provided in this warranty are in addition to, and do not limit, any right the Government may have under any other clause of this contract. Disputes arising under this warranty will be resolved in accordance with the Section I clause of this contract entitled "Disputes."

H-40

REQUALIFICATION REQUIREMENTS

During production, the contractor shall apply the Configuration Management (CM) requirements of Attachment A of the contract and the contractor's CM procedures. The Government reserves the right to require the Contractor to re-qualify his product if either of the following occurs:

- (1) The Contractor has modified its product, or changed the material or its manufacturing processes such that, in the opinion of the Government, the validity of the previous qualification is questionable. Any expenses incurred by the Contractor associated with re-qualification in these instances (including but not limited to regressive testing) shall be borne by the Contractor.
- (2) It is otherwise necessary to determine that the quality of the product is maintained in conformance with the specification. Any costs incurred by the Contractor associated with re-qualification in this instance (including but not limited to regressive testing) shall be negotiated between the Government and the Contractor.

H-41

REQUIREMENTS FOR THE DELIVERY OF TERMINALS EXECUTING NSIO AND NCP SOFTWARE

Any terminals ordered with the description "with NSIO" are required to be delivered with CORE, NCP and NSIO software. Acceptance testing for these terminals shall verify the requirements in Attachment N and the acceptance testing shall be performed with the terminal loaded and executing CORE, NSIO and NCP software.

H-42**ASSOCIATE CONTRACTORS CLAUSE**

The Contractor shall maintain a close liaison with the other MIDS production contractors (EuroMIDS and US contractors to be included after award of contracts), Government and Software Support Activities (SSAs) (BAE Systems and EuroMIDS), on matters pertaining to the interface control, interoperability, and interchangeability through the Technical Working Group (TWG), Problem Review Board (PRB) and Interface Control Working Group (ICWG). Accordingly;

- (a) In performance of this contract, the Contractor shall participate with the other MIDS production contractors, Government, and SSAs in the TWG, PRB, and ICWG. The TWG shall be a forum, chaired by the Government, that provides the communication link between the MIDS production contractors, the Government, the SSAs, the MIDS International Program Office (IPO), national representatives, and senior technical and platform integrator representatives, for resolving interface and technical problems. The PRB shall be a forum, chaired by the Government, which addresses and monitors the status and disposition of problems and deficiencies. The ICWG shall be a forum for the MIDS production contractors, Government, and SSAs to discuss technical issues concerning Engineering Change Proposals (ECPs) to ensure that all parties agree on the exact technical wording of Specification change(s) prior to the MIDS production contractors submitting ECPs to the Government. The purpose of the ICWG is to develop, control, and coordinate changes to the MIDS Functional Baseline and Allocated Baseline documents prior to submission of an ECP and Companion ECPs to the Government. Incident to its participation in the TWG, PRB, and ICWG, the Contractor agrees to disclose to other MIDS Production and SSA contractors, after the execution of suitable proprietary information protection agreements, data and software requested by the TWG, PRB, or ICWG that are relevant and necessary to ensure a complete and successful agreement on the technical wording of potential FBL and ABL ECPs.
- (b) In the event that the Contractor considers any direction, or other conduct by the TWG, PRB, and ICWG, or any member thereof, to constitute a change to this contract, it shall refrain from acting thereon, and shall so notify the Contracting Officer in accordance with the terms and conditions of clause 52.243-7 "Notification of Changes" of this contract.
- (c) In addition to participating in the TWG, PRB, and ICWG, the Contractor shall establish associate contractor relationships, as described below, to ensure the successful completion of interface control documentation.
- (d) All data and software to which limited/restricted rights apply that is furnished by the Contractor to other MIDS production contractors, the Government and SSAs through the TWG, PRB, and ICWG shall bear the appropriate markings as delineated in DFARS 252.227-7013 and 252.227-7014. Except with the prior written permission of the Contractor, the Government shall not release, use, or disclose, in whole, or in part, such data or software for any purpose other than the performance of the interface requirements of this contract. This provision, however, shall not limit the rights of the Government in such data and software that are lawfully obtained from another source.
- (e) Furthermore, the Contractor hereby agrees that it shall use data and software to which limited/restricted rights apply, whether provided by the Government, other MIDS production contractors, or SSAs through the TWG, PRB, or ICWG, solely for the purposes of fulfilling the TWG, PRB, and ICWG requirements detailed in this contract, and agrees to indemnify and hold the Government harmless against any claim asserted by any party arising out of the Contractor's use of such data and software. This provision, however, shall not limit any right of the Contractor to use such data and software that is lawfully obtained from some other source.

- (f) The Contractor shall be responsible for notifying the Government as to any information, including data and software, requested at the TWG, PRB, and ICWG that the Contractor believes to be of a limited/restricted rights nature.
- (g) Nothing in this clause shall be construed as limiting the parties' rights under the Rights in Technical Data and Computer Software clauses contained in this contract.
- (h) While the Government will attempt to facilitate the exchange of information amongst the MIDS production contractors, Government, and SSAs, the Contractor is solely responsible for obtaining and providing all information necessary to successfully perform the requirements of this contract.

The Contractor shall enter into Associate Contractor Agreements with the awardees of all US and European MIDS Production contract(s), and any SSA(s). The Associate Contractor Agreement shall address, at a minimum, the requirements identified in this clause. The Procurement Contracting Officer will notify the Contractor of the names of the MIDS production contract awardees and contractor SSAs. Upon notification, the Contractor shall, within 30 calendar days, execute and deliver signed ACAs that comply with all the requirements of this clause, with all the entities contained in the notification, to the Procurement Contracting Officer (PCO). Fulfillment of this requirement is a "material requirement" of this contract. Accordingly, the Contractor agrees that in the event that a copy of the required ACAs are not provided to the PCO within 30 calendar days after the PCO notification described above, the PCO shall have the right to reduce or suspend progress payments or performance based payments, as applicable, or terminate this contract for default. Any subsequent modifications to the ACAs shall be submitted to the PCO within 30 calendar days after execution. The Contractor shall ensure that the ACAs remain in effect through the period of performance of this contract, which includes the periods of performance for any and all options exercised.

H-44

COMMUNICATIONS SECURITY (COMSEC) REQUIREMENTS FOR TERMINALS AND REPAIRS PROCURED FOR U.S. REQUIREMENTS

This section only applies for MIDS Terminals produced or repaired for U.S. requirements.

The Contractor shall ensure that all COMSEC portions of MIDS Terminals are manufactured, integrated and delivered in the U.S. only by a U.S. contractor holding a U.S. COMSEC account. Once the COMSEC portion of the MIDS terminals are integrated, the MIDS Terminals shall not leave the custody of that U.S. contractor prior to delivery.

H-48

METHOD OF SELECTION FOR ISSUANCE OF ORDERS FOR COMPETITIVE FOREIGN MILITARY SALES (FMS)

Individual orders for Foreign Military Sales requirements that are not directed sole source by the foreign customer to a particular contractor shall be placed using the following selection procedure:

The ordering officer will request proposals from each U.S. MIDS contractor and the European MIDS contractor and make award to a single contractor whose proposal, in the judgment of the ordering officer, represents the best value to the government. "Best value" is defined as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101). The offeror's proposed price for an individual FMS competition may either be based upon the existing price model in Section B of the contract or a different price model for the instant procurement.

For the FMS competitions the ordering officer may consider factors including, but not limited to: the proposed price; and past performance under this contract including all outstanding and previous delivery orders

Note: The listing of factors above is not inclusive and is not listed in any order of relative importance. All applicable factors and their relative importance will be contained in the RFP for each particular competitive FMS requirement. Past performance includes, but is not limited to, the contractor's record of delivering in accordance with the contract delivery schedule. The specific evaluation factor that considers past performance will be fully defined in the RFP for each particular competitive FMS requirement.

H-32

MIDS-LVT THIRD PARTY TRANSACTIONS

(a) Definitions. For the purposes of this section:

"Participants" is defined as a signatory of the MIDS Program Memorandum of Understanding and each supplement.

"Foreground Information" is defined as any information generated under the Program.

"Information" is defined as any information, knowledge, or data, regardless of form or characteristics including: that of a scientific or technical nature, threat, experimental and test data, designs, semiconductor mask works and topography, improvements, photographs, reports, manuals, specifications, processes, techniques, inventions, technical writings, computer software, sound recordings, pictorial reproductions, drawings and other graphical representations; whether on magnetic tape, in computer memory or in whatever form presented, and whether or not subject to copyright or other legal protection.

"MIDS-LVT Equipment" is defined as program equipment, including hardware and software that is produced or supported through contracts managed by the MIDS International Program Office (IPO). MIDS-LVT Equipment may be an end item, a system, or a component. MIDS-LVT Equipment includes MIDS-LVT all variants. MIDS-LVT Equipment excludes special tooling and test equipment.

"Third Party" is defined as any entity that desires to obtain MIDS-LVT Equipment and Foreground Information outside of this contract, i.e, not through an order placed under this contract.

"Procuring Contracting Officer" is defined in Section G under 5252.216-9209 "Appointment of Ordering Officer(s)".

"Levy" is defined as the recoupment value of Nonrecurring Costs (NRC) that can be obtained by the Participants for certain transactions involving Third Parties.

(b) Restriction. The contractor, and all of its subcontractors, are prohibited from selling, entering into a contract to sell, transferring title of, or disclosing or transferring possession of, any MIDS-LVT Equipment or Foreground Information, exclusive of any MIDS-LVT Equipment or Foreground Information that has been approved for public release, to any Third Party without the express written notification by the Procuring Contracting Officer (PCO) that the proposed transaction is approved by the MIDS Steering Committee or U.S. MIDS Steering Committee Representative, as applicable.

(c) Procedures

(1) If at any time the contractor desires to engage in a transaction restricted by paragraph (b) above, the contractor must submit a formal written request to that effect to the PCO prior to the earlier of (a) forwarding an offer to sell, entering into a contract to sell, or transferring MIDS-LVT Equipment or Foreground Information to a Third Party, or, (b) submittal of a request to the United States Department of State for an export license, if necessary, for such a proposed transaction. The request shall include at a minimum the following information:

- (i) A description of the defense equipment or information to be transferred, including quantity, number of units, unit price, and total value of proposed sale,
- (ii) The identity of the Ministry of Defense of the new recipient (if applicable).
- (iii) The anticipated purpose, end use, and end user of the defense equipment or information.

If the contractor deems its request to be proprietary, the following paragraph shall be included in its request:

This request for sale or transfer of MIDS-LVT Equipment or Foreground Information includes data that shall not be disclosed outside of the Participants and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this request. This restriction does not limit the Participants' rights to use information contained in this data if it is obtained from another source without restriction.

(2) Upon receipt of a request submitted pursuant to (c)(1), the PCO will forward the request to either the MIDS Steering Committee or the U.S. MIDS Steering Committee Representative, depending upon the nature of the requested transaction, for consideration and action. The PCO will notify the contractor when the MIDS Steering Committee or the U.S. MIDS Steering Committee Representative, as applicable, decides to approve or disapprove the requested transaction. The contractor may enter into the transaction as specifically requested pursuant to paragraph (c)(1) only upon receipt of PCO notification that the requested transaction has been approved.

(3) If the request submitted pursuant to (c)(1)(ii) is for a transaction either directly with a foreign government or foreign industry OR to a US Government Agency or US industry where the end user is a foreign government or foreign industry, a levy payment in accordance with section (d) shall be included.

(d) Additional Guidelines and Procedures for Approved Transactions To Third Parties Involving Levies

(1) If the contractor's request is approved by the MIDS Steering Committee, then the contractor will include the applicable levy as a separately priced line item in the proposal to the Third Party. The applicable amount of the EMD non-recurring costs will either be deposited to the MIDS Nations levy accounts directly by the Third Party or included on the contract and deposited to the MIDS Nations levy accounts by the contractor. The MIDS IPO will provide instructions for deposit of the levies. This sum shall not include any amount that any or all of the Governments elect to waive.

(2) Prior to shipment of MIDS equipment to the Third Party, the contractor shall obtain written verification from the MIDS International Program Office that all applicable levies have been deposited to the Participants' bank accounts. Shipment of MIDS equipment without obtaining such verification may result in withdrawal of approval for current transactions, and rejection of future requests (presented pursuant to paragraph (c)(1)) by the MIDS Steering Committee.

(3) The contractor agrees to include in any proposals to a Third Party the not-to-exceed amount of \$17,071 per terminal, which represents the maximum recoupment value that can be levied by the Participants (exclusive of the US Government) for any Third Party transaction.

(4) The contractor further agrees to include the following language in all contracts it enters into with Third Parties that involve the export of MIDS LVT Equipment and Foreground Information:

“The acceptance of this Contract by the Contractor is based upon its receipt of both the applicable export approval of the Department of State of the United States of America pursuant to the International Traffic in Arms Regulations and the approval of the MIDS Steering Committee for the transfer of MIDS LVT equipment and information to the Customer.”

(e) The contractor acknowledges that although the United States is one of the five participants to the MIDS program, the United States has no authority to order the MIDS Steering Committee to approve any particular request for sale or transfer of MIDS-LVT Equipment or Foreground Information to a Third Party.

(f) For all transactions involving Third Parties, the contractor shall take appropriate measures to ensure that the Third Party does not re-transfer or use the MIDS-LVT Equipment or Foreground Information provided to that Third Party in any manner inconsistent with the purposes approved by the MIDS Steering Committee or U.S. MIDS Steering Committee Representative, as applicable.

(g) The Contracting Officer's written notification of the approval of a transaction restricted by paragraph (c) involving a particular Third Party shall not constitute an approval by either the MIDS Steering Committee or U.S. MIDS Steering Committee Representative of any desired future transaction restricted by paragraph (c) with either that Third Party or another Third Party.

(h) The contractor acknowledges and agrees that this section is a material requirement of the contract, and that its failure to follow any requirement of this section entitles the Government to terminate the contract for default.

CLAUSES INCORPORATED BY REFERENCE

252.216-7006

Ordering

MAY 2011

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9213 TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)

The following types of task or delivery orders may be issued under this contract:

(*) A cost-plus-fixed-fee (CPFF) level of effort (LOE) task order will be issued when the scope of work is defined in general terms requiring only that the contractor devote a specified LOE for a stated time period.

(*) A cost-plus-fixed-fee (CPFF) completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., a final report of research accomplishing the goal or target).

(*) A firm-fixed-price (FFP) delivery order will be issued when acquiring supplies or services on the basis of reasonably definite or detailed specifications and fair and reasonable prices can be established at the outset.

(End of clause)

5252.216-9216 PROCEDURES FOR ISSUING ORDERS (JUN 2009)

(a) *Ordering*. This is an IDIQ for production of the MIDS-LVT radios. Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. Supplies or services to be furnished under this

contract shall be furnished by the issuance of delivery or task orders on DD Form 1155. Orders shall be placed by the Ordering Officer or his/her representative. Delivery or task orders shall contain the information in paragraph (b) below:

(b) *Ordering Procedures.* (1) Delivery or task orders issued shall include, but not be limited to, the following information:

- (a) Date of Order
- (b) Contract, order number and requisition number
- (c) Appropriation and accounting data
- (d) Description of the services to be performed
- (e) Description of end item(s) to be delivered
- (f) DD Form 254 (Contract Security Classification Specification), if applicable
- (g) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract
- (h) Exact place of pickup and delivery
- (i) The inspecting and accepting codes (as applicable)
- (j) Period of time in which the services are to be performed
- (k) For each applicable labor category, estimated number of labor hours required to perform the order
- (l) The estimated cost plus fixed fee or ceiling price for the order
- (m) List of Government-furnished material and the estimated value thereof, if applicable
- (n) Delivery date

(2)(a) Pursuant to the clause at 52.216-18, Ordering, incorporated into this contract in Section I, the Government may issue orders orally, by facsimile, or by electronic commerce methods including, but not limited to, sending the orders by e-mail to the contractor.

(b) Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within two working days. Oral orders placed under this contract shall not exceed *TBD*.

(c) *Modification of Delivery/Task Orders.* Delivery/Task orders may be modified by the ordering officer. Modifications to delivery/task orders shall include the information set forth in paragraph (b) above, as applicable. Delivery or task orders may be modified orally by the ordering officers in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order. The Contractor shall acknowledge receipt of any delivery or task order within one working day after receipt thereof.

(d) *Ceiling Price.* The cost plus fixed fee or ceiling amount for each delivery/task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the delivery/task order.

(e) *Unilateral Orders.* Delivery or task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

(End of clause)

5252.219-9201 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2003)

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled

veteran-owned small business concerns is hereby approved and attached hereto as Attachment [To be filled out at award] and is made a part of this contract.

(End of clause)

5252.225-9200 OFFSHORE PROCUREMENT OF COMSEC EQUIPMENT (MAY 1996)

Due to the unique sensitivity of Communications Security and to maintain rigid control over the integrity of COMSEC equipment, no subcontracts or purchase orders which involve design, manufacture, production, assembly or test in a location not in the United States, of equipment, assemblies, accessories or parts performing cryptographic functions shall be made under this contract without prior specific approval of the Contracting Officer. The Contractor further agrees to include this clause in any and all subcontracts he may let pursuant to this contract for equipment, assemblies, accessories or parts.

(End of clause)

5252.227-9215 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contract is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States.

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. contractor is engaged, or plans to engage. The purpose for which the data is needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 to Commander, Defense Logistics Services Center (DLSC), ATTN: DLSC-FEB, Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections

379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

(End of clause)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned

for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles (35 + 50 + 25 + 10 - 70 = 50).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

(End of Clause)

5252.243-9600 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects 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 charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: Jon Wester
Activity: Space and Naval Warfare Systems Command
Address: Naval Base Point Loma, Naval Mine and Anti-Submarine Command
 Complex, 33000 Nixie Way
 San Diego, CA 92147-5110
Phone: (619) 524-5626

Name: John Sullivan
Activity: Space and Naval Warfare Systems Command
Address: Naval Base Point Loma, Naval Mine and Anti-Submarine Command
 Complex, 33000 Nixie Way
 San Diego, CA 92147-5110
Phone: (619) 524-5618

Name: Mary Wolff
Activity: Space and Naval Warfare Systems Command
Address: Naval Base Point Loma, Naval Mine and Anti-Submarine Command
 Complex, 33000 Nixie Way
 San Diego, CA 92147-5110
Phone: (619) 524-6376

Name: **Patricia Ponce-Feliu**
Activity: Space and Naval Warfare Systems Command
Address: Naval Base Point Loma, Naval Mine and Anti-Submarine Command
Complex, 33000 Nixie Way
San Diego, CA 92147-5110
Phone: (619) 524-6378

Name: **Ed Davenport**
Activity: Space and Naval Warfare Systems Command
Address: Naval Base Point Loma, Naval Mine and Anti-Submarine Command
Complex, 33000 Nixie Way
San Diego, CA 92147-5110
Phone: (619) 524-0295

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.216-11	Cost Contract--No Fee	APR 1984
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2014
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999

52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Deviation)	NOV 2009
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.230-2	Cost Accounting Standards	MAY 2014
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2012
52.232-16 Alt III	Progress Payments (Apr 2012) - Alternate III	APR 2003
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996

52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	OCT 2014
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	JAN 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7006	Passive Radio Frequency Identification	SEP 2011
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012

252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	OCT 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry--Basic (Nov 2014)	NOV 2014
252.225-7021	Trade Agreements--Basic (Nov 2014)	NOV 2014
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7032	Rights In Technical Data And Computer Software (Foreign)	JUN 1975
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7002	Progress Payments For Foreign Military Sales Acquisitions	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.234-7004	Cost and Software Data Reporting System--Basic (Nov 2014)	NOV 2014
252.235-7003	Frequency Authorization	MAR 2014
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012

252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7006	Warranty Tracking of Serialized Items	JUN 2011
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	MAY 2014
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2010

CLAUSES INCORPORATED BY FULL TEXT

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 the micropurchase threshold, 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 \$50,000,000 ;

(2) Any order for a combination of items in excess of \$150,000,000; or the total production capacity by month provided in F-1 ; or

(3) A series of orders from the same ordering office within thirty (30) 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 fifteen (15) 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)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the final delivery/performance specified in the last order.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

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

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

Material (If none, insert "None")	Identification No.
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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

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

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

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

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and

local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

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

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

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

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

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

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

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

(End of clause)

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (b) through (i) and (k) through (n) of this clause:

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

Affected CAS-covered contract or subcontract means a contract or subcontract subject to CAS rules and regulations for which a Contractor or subcontractor--

(1) Used one cost accounting practice to estimate costs and a changed cost accounting practice to accumulate and report costs under the contract or subcontract; or

(2) Used a noncompliant practice for purposes of estimating or accumulating and reporting costs under the contract or subcontract.

Cognizant Federal agency official (CFAO) means the Contracting Officer assigned by the cognizant Federal agency to administer the CAS.

Desirable change means a compliant change to a Contractor's established or disclosed cost accounting practices that the CFAO finds is desirable and not detrimental to the Government and is, therefore, not subject to the no increased cost prohibition provisions of CAS-covered contracts and subcontracts affected by the change.

Fixed-price contracts and subcontracts means--

(1) Fixed-price contracts and subcontracts described at FAR 16.202, 16.203, (except when price adjustments are based on actual costs of labor or material, described at 16.203-1(a)(2)), and 16.207;

(2) Fixed-price incentive contracts and subcontracts where the price is not adjusted based on actual costs incurred (FAR Subpart 16.4);

(3) Orders issued under indefinite-delivery contracts and subcontracts where final payment is not based on actual costs incurred (FAR Subpart 16.5); and

(4) The fixed-hourly rate portion of time-and-materials and labor-hours contracts and subcontracts (FAR Subpart 16.6).

Flexibly-priced contracts and subcontracts means--

(1) Fixed-price contracts and subcontracts described at FAR 16.203-1(a)(2)16.204, 16.205, and 16.206;

(2) Cost-reimbursement contracts and subcontracts (FAR Subpart 16.3);

(3) Incentive contracts and subcontracts where the price may be adjusted based on actual costs incurred (FAR Subpart 16.4);

(4) Orders issued under indefinite-delivery contracts and subcontracts where final payment is based on actual costs incurred (FAR Subpart 16.5); and

(5) The materials portion of time-and-materials contracts and subcontracts (FAR Subpart 16.6).

Noncompliance means a failure in estimating, accumulating, or reporting costs to--

(1) Comply with applicable CAS; or

(2) Consistently follow disclosed or established cost accounting practices.

Required change means--

(1) A change in cost accounting practice that a Contractor is required to make in order to comply with applicable Standards, modifications or interpretations thereto, that subsequently become applicable to existing CAS-covered contracts or subcontracts due to the receipt of another CAS-covered contract or subcontract; or

(2) A prospective change to a disclosed or established cost accounting practice when the CFAO determines that the former practice was in compliance with applicable CAS and the change is necessary for the Contractor to remain in compliance.

Unilateral change means a change in cost accounting practice from one compliant practice to another compliant practice that a Contractor with a CAS-covered contract(s) or subcontract(s) elects to make that has not been deemed a desirable change by the CFAO and for which the Government will pay no aggregate increased costs.

(b) Submit to the CFAO a description of any cost accounting practice change as outlined in paragraphs (b)(1) through (3) of this clause (including revisions to the Disclosure Statement, if applicable), and any written statement that the cost impact of the change is immaterial. If a change in cost accounting practice is implemented without submitting the notice required by this paragraph, the CFAO may determine the change to be a failure to follow paragraph (a)(2) of the clause at FAR 52.230-2, Cost Accounting Standards; paragraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; paragraph (a)(4) of the clause at FAR 52.230-4, Disclosure and Consistency of Cost Accounting Practices--Foreign Concerns; or paragraph (a)(2) of the clause at FAR 52.230-5, Cost Accounting Standards--Educational Institution.

(1) When a description has been submitted for a change in cost accounting practice that is dependent on a contract award and that contract is subsequently awarded, notify the CFAO within 15 days after such award.

(2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR 52.230-2; or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the

clause at FAR 52.230-5; submit a description of the change to the CFAO not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change.

(3) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2 and FAR 52.230-5; or with paragraph (a)(3) of the clauses at FAR 52.230-3 and FAR 52.230-4, submit a description of the change not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change. If the change includes a proposed retroactive date submit supporting rationale.

(4) Submit a description of the change necessary to correct a failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by paragraph (a)(5) of the clause at FAR 52.230-2 and FAR 52.230-5; or by paragraph (a)(4) of the clauses at FAR 52.230-3 and FAR 52.230-4)--

(i) Within 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) after the date of agreement with the CFAO that there is a noncompliance; or

(ii) In the event of Contractor disagreement, within 60 days after the CFAO notifies the Contractor of the determination of noncompliance.

(c) When requested by the CFAO, submit on or before a date specified by the CFAO--

(1) A general dollar magnitude (GDM) proposal in accordance with paragraph (d) or (g) of this clause. The Contractor may submit a detailed cost-impact (DCI) proposal in lieu of the requested GDM proposal provided the DCI proposal is in accordance with paragraph (e) or (h) of this clause;

(2) A detailed cost-impact (DCI) proposal in accordance with paragraph (e) or (h) of this clause;

(3) For any request for a desirable change that is based on the criteria in FAR 30.603-2(b)(3)(ii), the data necessary to demonstrate the required cost savings; and

(4) For any request for a desirable change that is based on criteria other than that in FAR 30.603-2(b)(3)(ii), a GDM proposal and any other data necessary for the CFAO to determine if the change is a desirable change.

(d) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the GDM proposal shall--

(1) Calculate the cost impact in accordance with paragraph (f) of this clause;

(2) Use one or more of the following methods to determine the increase or decrease in cost accumulations:

(i) A representative sample of affected CAS-covered contracts and subcontracts.

(ii) The change in indirect rates multiplied by the total estimated base computed for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(iii) Any other method that provides a reasonable approximation of the total increase or decrease in cost accumulations for all affected fixed-price and flexibly-priced contracts and subcontracts;

(3) Use a format acceptable to the CFAO but, as a minimum, include the following data:

(i) The estimated increase or decrease in cost accumulations by Executive agency, including any impact the change may have on contract and subcontract incentives, fees, and profits, for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(ii) For unilateral changes, the increased or decreased costs to the Government for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts; and

(4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.

(e) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the DCI proposal shall--

(1) Show the calculation of the cost impact in accordance with paragraph (f) of this clause;

(2) Show the estimated increase or decrease in cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to include--

(i) Only those affected CAS-covered contracts and subcontracts having an estimate to complete exceeding a specified amount; and

(ii) An estimate of the total increase or decrease in cost accumulations for all affected CAS-covered contracts and subcontracts, using the results in paragraph (e)(2)(i) of this clause;

(3) Use a format acceptable to the CFAO but, as a minimum, include the information in paragraph (d)(3) of this clause; and

(4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.

(f) For GDM and DCI proposals that are subject to the requirements of paragraph (d) or (e) of this clause, calculate the cost impact as follows:

(1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (i.e., open or closed) or the fiscal year in which the costs were incurred (i.e., whether or not the final indirect rates have been established).

(2) For unilateral changes--

(i) Determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:

(A) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is increased cost to the Government.

(B) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is decreased cost to the Government;

(ii) Determine the increased or decreased cost to the Government for fixed-priced contracts and subcontracts as follows:

(A) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is increased cost to the Government.

(B) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is decreased cost to the Government;

(iii) Calculate the total increase or decrease in contract and subcontract incentives, fees, and profits associated with the increased or decreased costs to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and

(iv) Calculate the increased cost to the Government in the aggregate.

(3) For equitable adjustments for required or desirable changes--

(i) Estimated increased cost accumulations are the basis for increasing contract prices, target prices and cost ceilings; and

(ii) Estimated decreased cost accumulations are the basis for decreasing contract prices, target prices and cost ceilings.

(g) For any noncompliant cost accounting practice subject to paragraph (b)(4) of this clause, prepare the GDM proposal as follows:

(1) Calculate the cost impact in accordance with paragraph (i) of this clause.

(2) Use one or more of the following methods to determine the increase or decrease in contract and subcontract prices or cost accumulations, as applicable:

(i) A representative sample of affected CAS-covered contracts and subcontracts.

(ii) When the noncompliance involves cost accumulation the change in indirect rates multiplied by the applicable base for only flexibly-priced contracts and subcontracts.

(iii) Any other method that provides a reasonable approximation of the total increase or decrease.

(3) Use a format acceptable to the CFAO but, as a minimum, include the following data:

(i) The total increase or decrease in contract and subcontract price and cost accumulations, as applicable, by Executive agency, including any impact the noncompliance may have on contract and subcontract incentives, fees, and profits, for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(ii) The increased or decreased cost to the Government for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(iii) The total overpayments and underpayments made by the Government during the period of noncompliance.

- (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.
- (h) For any noncompliant practice subject to paragraph (b)(4) of this clause, prepare the DCI proposal as follows:
- (1) Calculate the cost impact in accordance with paragraph (i) of this clause.
 - (2) Show the increase or decrease in price and cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to--
 - (i) Include only those affected CAS-covered contracts and subcontracts having--
 - (A) Contract and subcontract values exceeding a specified amount when the noncompliance involves estimating costs; and
 - (B) Incurred costs exceeding a specified amount when the noncompliance involves accumulating costs; and
 - (ii) Estimate the total increase or decrease in price and cost accumulations for all affected CAS-covered contracts and subcontracts using the results in paragraph (h)(2)(i) of this clause.
 - (3) Use a format acceptable to the CFAO that, as a minimum, include the information in paragraph (g)(3) of this clause.
- (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.
- (i) For GDM and DCI proposals that are subject to the requirements of paragraph (g) or (h) of this clause, calculate the cost impact as follows:
- (1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (i.e., open or closed) or the fiscal year in which the costs are incurred (i.e., whether or not the final indirect rates have been established).
 - (2) For noncompliances that involve estimating costs, determine the increased or decreased cost to the Government for fixed-price contracts and subcontracts as follows:
 - (i) When the negotiated contract or subcontract price exceeds what the negotiated price would have been had the Contractor used a compliant practice, the difference is increased cost to the Government.
 - (ii) When the negotiated contract or subcontract price is less than what the negotiated price would have been had the Contractor used a compliant practice, the difference is decreased cost to the Government.
 - (3) For noncompliances that involve accumulating costs, determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:
 - (i) When the costs that were accumulated under the noncompliant practice exceed the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is increased cost to the Government.
 - (ii) When the costs that were accumulated under the noncompliant practice are less than the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is decreased cost to the Government.

(4) Calculate the total increase or decrease in contract and subcontracts incentives, fees, and profits associated with the increased or decreased cost to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the Contractor used a compliant practice.

(5) Calculate the increased cost to the Government in the aggregate.

(j) If the Contractor does not submit the information required by paragraph (b) or (c) of this clause within the specified time, or any extension granted by the CFAO, the CFAO may take one or both of the following actions:

(1) Withhold an amount not to exceed 10 percent of each subsequent amount payment to the Contractor's affected CAS-covered contracts, (up to the estimated general dollar magnitude of the cost impact), until such time as the Contractor provides the required information to the CFAO.

(2) Issue a final decision in accordance with FAR 33.211 and unilaterally adjust the contract(s) by the estimated amount of the cost impact.

(k) Agree to--

(1) Contract modifications to reflect adjustments required in accordance with paragraph (a)(4)(ii) or (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with paragraph (a)(3)(i) or (a)(4) of the clauses at FAR 52.230-3 and FAR 52.230-4; and

(2) Repay the Government for any aggregate increased cost paid to the Contractor.

(l) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, 52.230-4, or 52.230-5--

(1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses);

(2) Include the substance of this clause in all negotiated subcontracts; and

(3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO:

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

(m) Notify the CFAO in writing of any adjustments required to subcontracts under this contract and agree to an adjustment to this contract price or estimated cost and fee. The Contractor shall--

(1) Provide this notice within 30 days after the Contractor receives the proposed subcontract adjustments; and

(2) Include a proposal for adjusting the higher-tier subcontract or the contract appropriately.

(n) For subcontracts containing the clause or substance of the clause at FAR 52.230-2, FAR 52.230-3, FAR 52.230-4, or FAR 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within **30** calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

TBD

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TBD

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>

<http://acquisition.gov/far/>

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....None.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
..... All delivered items included in subsection (iii) below	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number **The below components shall be individually serialized:**

Block Upgrade 1 MIDS-LVT Line Replaceable Units (LRUs):

- Receiver-Transmitter, Radio (RT) – RT-1840(C)/U
- Receiver-Transmitter, Radio (RT) – RT-1841(C)/U
- Receiver-Transmitter, Radio (RT) – RT-1842(C)/U
- Receiver-Transmitter, Radio (RT) – RT-1843(C)/U
- Receiver-Transmitter, Radio (RT) – RT-1868(C)/U
- Receiver-Transmitter, Radio (RT) – RT-1785(C)/U
- Receiver-Transmitter, Radio (RT) – RT-2035(C)/U
- Receiver-Transmitter, Radio (RT) – RT-1807(C)/U
- Radio Terminal Set (RTS) CLVT(1)
- Radio Terminal Set (RTS) CLVT(4)
- Radio Terminal Set (RTS) CLVT(11)
- Power Supply (RPS) – PP-8476/U
- Power Supply Assembly (PSA) – PP-8453/U
- Cooler, Air, Electronic Equipment – HD-1213/U
- Interface Unit, Communication Equipment – J-6500/U

Block Upgrade 2 MIDS-LVT Line Replaceable Units (LRUs):

Receiver-Transmitter, Radio (RT) – RT-1840A(C)/U
Receiver-Transmitter, Radio (RT) – RT-1841A(C)/U
Receiver-Transmitter, Radio (RT) – RT-1842A(C)/U
Receiver-Transmitter, Radio (RT) – RT-1843A(C)/U
Receiver-Transmitter, Radio (RT) – RT-1868A(C)/U
Receiver-Transmitter, Radio (RT) – RT-1785A(C)/U
Receiver-Transmitter, Radio (RT) – RT-1807A(C)/U
Power Supply (RPS) – PP-8476/U
Power Supply Assembly (PSA) – PP-8453/U
Cooler, Air, Electronic Equipment – HD-1213/U
Interface Unit, Communication Equipment – J-6500/U
Alternating Current Converter (ACA) – CV-4344/U

MIDS-LVT Shop Replaceable Units (SRUs):

Chassis/Harness
Internal Power Supply (IPS)
Power Amplifier Antenna Interface Unit (PAI)
Voice
Tailored Processor/Ground Mux (TP/GMux)
Data Processor/Airborne Mux (DP/AMux)
Signal Message Processor (SMP)
Receiver Transmitter Interface (RTI)/Discrettes
Receiver Synthesizer (R/S)
Tactical Air Navigation (TACAN)
Exciter/Interference Protection Feature (IPF)
Data Processor (DP)/Dual ADDSI
Signal Message Processor, Commercial (CSMP)

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

** Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

(a) Definitions. As used in this clause—

“Commercial and Government entity (CAGE) code” means—

(i) A code assigned by the Defense Logistics Agency Logistics Information Service to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an “NCAGE code.”

“Contractor-acquired property” has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

“Government-furnished property” has the meaning given in FAR clause 52.245-1.

“Item unique identification (IUID)” means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment.

``National stock number (NSN)" means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

``Nomenclature" means—

(i) The combination of a Government-assigned type designation and an approved item name;

(ii) Names assigned to kinds and groups of products; or

(iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

``Part or identifying number (PIN)" means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

``Reparable" means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

``Serially managed item" means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

``Supply condition code" means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel

(see <http://www2.dla.mil/j-6/dlms0/elibrary/manuals/dlm/dlm--pubs.asp>).

``Unique item identifier (UII)" means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

``Unit acquisition cost" has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:--

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

(i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and

(ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer's package, box, or container, as it was received.

(c) Exceptions. Paragraph (b) of this clause does not apply to—

- (1) Contractor-acquired property;
- (2) Property under any statutory leasing authority;
- (3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;
- (4) Intellectual property or software;
- (5) Real property; or
- (6) Property released for work in process.

(d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii)(A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

- (1) Received/Sent (shipped) date.
- (2) Status code.
- (3) Accountable Government contract number.
- (4) Commercial and Government Entity (CAGE) code on the accountable Government contract.
- (5) Mark record.
 - (i) Bagged or tagged code (for items too small to individually tag or mark).
 - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
 - (iii) Effective date (date the mark is applied).
 - (iv) Added or removed code/flag.
 - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
 - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
 - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
 - (viii) Value, e.g., actual text or data string that is recorded in its human-readable form.
 - (ix) Set (used to group marks when multiple sets exist).
- (6) Appropriate supply condition code, required only for reporting of reparables, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (<http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm--pubs.asp>).
- (e) When Government-furnished property is in the possession of

subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.

(f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/iuid/data_submission_information.html.

(g) Procedures for updating the IUID Registry.

(1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparable only), or disposition of items that are—

(i) Received by the Contractor;

(ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(iv) Disposed of; or

(v) Transferred to a follow-on or other contract.

(2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:

(i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or

(ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued **from contract award through five years thereafter** as follows:

Ordering Period	CLIN	From	To
1	1001-1999	Contract Award	12 Months ADA
2	2001-2999	12 Months ADA	24 Months ADA

3	3001-3999	24 Months ADA	36 Months ADA
4	4001-4999	36 Months ADA	48 Months ADA
5	5001-5999 9001-9002	48 Months ADA	60 Months ADA

***ADA – After Date of [Contract] Award**

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

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

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

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

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

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

MATERIAL (If None, Insert "None.")

ACT

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

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

(End of clause)

252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of NONE , contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of Clause)

252.227-7001 RELEASE OF PAST INFRINGEMENT (AUG. 1984)

The Contractor hereby releases each and every claim and demand which he now has or may hereafter have against the Government for the manufacture or use by or for the Government prior to the effective date of this contract, of any inventions covered by (i) any of the patents and applications for patent identified in this contract, and (ii) any other patent or application for patent owned or hereafter acquired by him, insofar as and only to the extent that such other patent or patent application covers the manufacture, use, or disposition of (description of subject matter).*

*Bracketed portions of the clause may be omitted when not appropriate or not encompassed by the release as negotiated.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this

contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J**SECTION J - LIST OF ATTACHMENTS & EXHIBITS**

ATTACHMENT "A"	Statement of Work (SOW) for MIDS LVT Production dated 01/29/15
ATTACHMENT "B"	Small Business Subcontracting Plan (to be incorporated upon award)
ATTACHMENT "C"	RESERVED
ATTACHMENT "D"	Statement of Work (SOW) for MIDS Engineering Services dated 01/29/15
ATTACHMENT "E"	RESERVED
ATTACHMENT "F"	MIDS-LVT Index and Data Lists dated 01/22/2015 applicable to all BU1 and BU2 MIDS-LVT terminals ordered under the contract
ATTACHMENT "G"	RESERVED
ATTACHMENT "H"	DD Form 254, Contract Security Classification Specification of 6 May 2010
ATTACHMENT "I"	Acceptance Test Requirements Matrix for MIDS-LVT (1) dated 03/19/15
ATTACHMENT "J"	Acceptance Test Requirements Matrix for MIDS LVT (2)/(11) dated 03/19/15
ATTACHMENT "K"	Acceptance Test Requirements Matrix for MIDS LVT (3) dated 03/27/15
ATTACHMENT "L"	Relevant Experience Form
ATTACHMENT "M"	M-DO1
ATTACHMENT "N"	Acceptance Test Requirements Matrix for MIDS LVT Terminals Executing NSIO and NCP Software dated 03/19/15
ATTACHMENT "O"	RESERVED
ATTACHMENT "P"	RESERVED
ATTACHMENT "Q"	NSA TEMPEST Questionnaire for ECPs dated 06/06/11
ATTACHMENT "R"	RESERVED
ATTACHMENT "S"	CDRL General Instructions dated 21 April 2014
ATTACHMENT "T"	RESERVED
ATTACHMENT "U"	RESERVED

ATTACHMENT "V"	RESERVED
ATTACHMENT "W"	NSA Engineering Change Proposal (ECP) Risk Assessment Panel (RAP) Questionnaire
EXHIBIT "A"	CDRLs for MIDS-LVT Production dated 01/29/15
EXHIBIT "D"	CDRLs for MIDS-LVT Engineering Services dated 01/29/15
APPENDIX "A"	Production SOW – Database Instructions Spreadsheet
APPENDIX "B"	Production SOW – Database Instructions

Section K - Representations, Certifications and Other Statements of Offerors

52.204-8**52.204-8 -- ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

(a)

- (1) The North American Industry classification System (NAICS) code for this acquisition is **334220** .
- (2) The small business size standard is 750 .
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c)

- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause	Title	Date	Change

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

(End of Provision)

CLAUSES INCORPORATED BY REFERENCE

52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.230-1	Cost Accounting Standards Notices And Certification	MAY 2012
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.225-7000	Buy American--Balance Of Payments Program Certificate-- Basic (Nov 2014)	NOV 2014
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); 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 paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

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

(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 nonresponsive.

(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.

(End of provision)

52.225-18 PLACE OF MANUFACTURE (SEP 2006)

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

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

(2) Outside the United States.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal

agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which

this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

(End of provision)

52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check ``yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked ``Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state, South Caucasus/Central and South Asian (SC/CASA) state end product, and United States, as used in this provision, have the meanings given in the Buy American and Balance of Payments Program--Basic clause of this solicitation.

(b) Evaluation. The Government--

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-- Basic clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

___ (Line Item Number Country of Origin)

___ (Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) ___

(Country of Origin (If known)) ___

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or

suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) 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.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) 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 FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

5252.227-9216 PRE-AWARD IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA PERTAINING TO A COMMERCIAL ITEM AND COMMERCIAL COMPUTER SOFTWARE (DEC 2014)

a. Definitions. Unless otherwise specified in this provision, the terms used in this provision are defined in the FAR/DFARS, as applicable.

b. Identification and Assertion of Restrictions. The Offeror (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) shall identify all commercial technical data and commercial computer

software that it proposes will be delivered or otherwise provided (including all Option CLIN's, if exercised) with less than Unlimited Rights as follows:

1. The Offeror shall identify and assert any restrictions for all commercial computer software, including Open Source Software, and commercial technical data (i.e., technical data pertaining to a commercial item) using the format provided in paragraph e below.
2. If the Offeror is awarded a contract, the assertions identified in this provision, and this provision, shall be listed in an Attachment to that Contract.

c. Copies of Commercial Licenses. The Offeror shall provide copies of all commercial license(s) under which the Offeror proposes to deliver commercial technical data or commercial computer software. If the Offeror intends to deliver commercial technical data under the terms of DFARS 252.227-7015, Technical Data-Commercial Items instead of its own commercial license, the Offeror shall include DFARS 252.227-7015 in the Pre-Award table found at paragraph e below.

d. Use of Open Source Software Without Delivery. The Government treats Open Source Software (OSS) as a category of commercial computer software. If the Offeror proposes to deliver OSS while performing under the Contract, the Contractor shall follow the same rules as prescribed in this provision as for commercial computer software.

e. Table Format for Identification and Assertion of Restrictions. Commercial technical data/commercial computer software restrictions shall be identified as follows:

Identification of Commercial Technical Data/Computer Software (Including Open Source Software) Use and Modifications

Commercial Technical Data/Computer Software Title, Version #, and License*	Technical Use/Implementing Approach**	If OSS, Was OSS modified by Contractor?***	Name of Contractor Delivering Commercial Software****

* For commercial technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the computer software or computer software documentation. The complete title and version number of the computer software should be listed. If Open Source Software (OSS), the OSS license and version number should be listed. If a version number is not available, the Contractor should state no version number. If commercial technical data is being delivered under the terms of DFARS 252.227-7015, then DFARS 252.227-7015 should be listed. If the OSS was downloaded from a website, the website address should also be provided. Enter none if all commercial technical data or commercial computer software will be submitted without restrictions.

** The functionality of the Commercial computer software should be described, as well as where it is being used within the larger computer software deliverable (if applicable).

*** If OSS is being used, the Offeror should state whether it has modified the OSS.

**** Corporation, individual, or other person as appropriate.

(End of provision)

K-307 CONTRACT ADMINISTRATION OFFICE (DEC 1999)

Offeror shall provide cognizant defense contract administration office _____ with point of contact's name _____ and phone number _____.

(End of provision)

K-701 REPRESENTATION OF COMPLIANCE WITH THE ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) ACCESSIBILITY STANDARDS (JUN 2001)

(a) The offeror represents that it will will not deliver Electronic and Information Technology (EIT) that complies with the EIT Accessibility Standards at 36 C.F.R. § 1194.

(b) If the offeror represents that it will not deliver EIT that complies with the EIT Accessibility Standards at 36 C.F.R. § 1194, it shall complete the following table:

Item	Rationale for Not Providing Compliant EIT

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.216-27	Single or Multiple Awards	OCT 1995
52.232-13	Notice Of Progress Payments	APR 1984
252.234-7003	Notice of Cost and Software Data Reporting System--Basic (Nov 2014)	NOV 2014
252.246-7005	Notice of Warranty Tracking of Serialized Items	JUN 2011
252.246-7005	Notice of Warranty Tracking of Serialized Items	JUN 2011

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of one or more Indefinite Delivery/Indefinite Quantity hybrid contracts with Firm-Fixed Price (FFP) and Cost Plus Fixed Fee (CPFF) contract line items resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

PATRICIA PONCE-FELIU, Contracting Officer
 Naval Base Point Loma
 Naval Mine and Anti-Submarine Warfare Command
 33050 Nixie Way, Bldg. 17B, Rm 229
 San Diego, CA 92147-5110
 Phone: 619-524-6378
 Email: Patricia.Poncefeliu@navy.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<https://www.acquisition.gov/far/>

(End of provision)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record "Active."

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

L-317 SUBMISSION OF PROPOSALS (COMPLEX) (JUL 1999)

1.0 SOLICITATION OVERVIEW

This request for proposal is to award one or more contracts to establish ordering ceiling amounts for MIDS-LVT requirements including operational terminals, spares, engineering, other direct costs and related data deliverables for five one-year ordering periods.

1.01 Receipt of Offers. Proposals are due no later than 2:00PM Pacific Standard Time on: **Monday June 8th 2015**. Block 9 of the Standard Form 33 is intentionally left blank as only electronic proposals will be accepted in response to this solicitation (see paragraph 1.03 below).

1.02 Validity of Proposals. Proposals submitted in response to this solicitation shall be valid for 180 calendar days from the solicitation closing date.

1.03 Submission of Electronic Proposals

(a) Offerors shall submit their proposals and any questions regarding this RFP electronically to SPAWAR under the instructions contained in this provision. Questions shall be submitted no later than **5:00PM Pacific Standard Time Friday May 15, 2015**. The Government will use its best efforts to respond to offeror questions and comments; however, responses are not guaranteed. Offerors are advised that the Government will make available to the public any offeror questions and comments and the Government's associated responses; therefore offerors shall not provide questions or comments of a proprietary nature. Offerors shall submit their signed proposals as either scanned ("TIFF") or "PDF" documents except for the pricing model, which shall be submitted in MS Office 2000 Excel compatible format. Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal and any questions regarding this RFP. Offerors are required to read the "Submitting a Proposal?" web page found in the SPAWAR E-CC. For information about "e-Proposal" submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is <https://e-commerce.spawar.navy.mil>.

(b) Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number and offeror's name. E-Proposal and question files shall not contain classified data. The offeror's e-proposal shall be in accordance with the requirements set forth below:

(1) Adobe Acrobat version 8.1.4 or greater shall be used to create the "PDF" files.

(2) The proposal submission files may be compressed (zipped) into one, self-extracting file entitled "PROPOSAL.EXE" using WinZip version 11.2 or greater.

(3) Cost or Pricing Type Data: All information relating to cost and pricing type data shall be included only in the section of the proposal designated by the Contracting Officer as the Price Proposal. Under no circumstances

shall cost and pricing type data be included elsewhere in the proposal. Paragraph cross-referencing between Price Proposal paragraphs and technical/management proposal paragraphs is requested to provide clarity.

(c) Proposals submitted electronically will be considered “late” unless the bidder or offeror completes the entire transmission of the bid or proposal prior to the due date and time for receipt of proposals. This paragraph (c) supplements the submission, modification and withdrawal of proposals coverage in the FAR 52.215-1 “Instructions to Offerors--Competitive Acquisition” provision contained in this solicitation.

1.1 PROPOSAL REQUIREMENTS

Proposals submitted in response to this RFP shall be UNCLASSIFIED and shall consist of three (3) Volumes identified as follows:

Volume I: Technical Proposal

Volume II: Price Proposal

Volume III: Contract Documents

Proposal Format. In addition to all other requirements of this solicitation, each Offeror shall demonstrate its capability by means of a detailed written proposal in each of the areas indicated under Section M – Evaluation Factors for Award. Proposals submitted for consideration for award shall address the full scope of the solicitation.

VOLUME	SECTION L PARAGRAPH	PAGE LIMIT	SECTION SUFFIX
I. TECHNICAL PROPOSAL		Cover sheet, table of contents, copies of certificates/approvals/letters and abbreviation/acronym list will not be counted for page limitation.	
Factor 1-Communications Security (COMSEC) Requirements	1.2.1	5 pages	V1.COMSEC
Factor 2-MIDS-LVT Terminal Maturity	1.2.2	10 pages	V1.LVTMAT
Factor 3-Past Performance	1.2.3	Nine pages. Three (3) total per reference, including Relevant Experience Form (Exclusive of CPARS evaluations, if provided)	V1.PAST
Factor 4 -Small Business Commitment	1.2.4	Ten (10) pages total (excluding SF 294s, copies of binding agreement, enforceable commitments, and letters of intent)	V1.SBC
II. PRICE PROPOSAL	1.3	No page limit	V2.PRICE
III. CONTRACT DOCUMENTS	1.4		V3. CONTRACT
Section A: Letter of Transmittal, Completed Standard Form (SF) 33,	1.4.1	No page limit	V3.LETTER

and Completed RFP Sections B - K			
Section B: Security Clearance Levels	1.4.2	No page limit	V3.SECURITY
Section C: Organizational Conflict of Interest Mitigation Plan(s)	1.4.3	No page limit	V3.OCI
Section D: Small Business Subcontracting Plan	1.4.4	No page limit	V3.SB
Section E: Foreign Owned Subcontractors	1.4.5	No page limit	V3.FOREIGN
Section F: Accounting System and Compliances	1.4.6	No page limit	V4.ACCTSYS

The Offeror's proposal shall be provided in separate Technical, Price and Contract files in accordance with the above table. For electronic proposals, the Offeror shall submit separate files in accordance with the "Volume Content Type Suffix" file names listing cited in the table above. Failure to submit complete information in the manner above may be considered a "no response" and may result in the exclusion of the proposal from further consideration.

A page is defined as a sheet of paper that includes information. When information is contained on both sides of a single sheet of paper it will be counted as two pages and be numbered accordingly. Information submitted in excess of the page limits established above will not be read or evaluated. Page limits do not include cover sheets, tables of contents, traceability matrix(es), lists of figures, lists of drawings, lists of proprietary data, glossaries, tabs, dividers, or entire blank pages. All proposal material must be contained within the page limit(s) identified for each volume, unless otherwise specified. Partial pages count as a full page. All pages within a page limited volume shall be consecutively numbered, starting at page one, and shall not exceed the page limitation. Each page shall contain a footer that includes, as a minimum, the Offeror's name, RFP number, volume number, page number and, if applicable, restrictive legend (see FAR 52.215-1(e)(2)).

Format: Type size shall be Times New Roman and no smaller than 12 point in the text and 10 point in spreadsheets. The offeror's electronic version of their proposal shall be prepared on standard 8 1/2" by 11" paper, single spaced, with 1" minimum margins excluding header and footer. For drawings, graphics, figures, and tables Arial 6 point font is acceptable. Foldouts may be used, but shall be no larger than 11" by 17", shall be printed on one side only, and shall count as two pages. For the Relevant Experience Form, Section J, Attachment L, type size shall be 8 point font on form, and 12 point font in any additional pages. The volumes shall contain a glossary of abbreviations and acronyms used and an explanation of each. No pen and ink changes are allowed.

Numbering: Pages shall be numbered consecutively within each section to indicate the volume, section, and page. For example, Page 19 of Volume I, Section 3 would be numbered I-3-19. Pages in the Price Proposal volume shall be numbered consecutively within each section to indicate the volume, section and page.

Proposal Content:

An offeror's proposal is presumed to represent to offeror's best efforts to respond to the solicitation. Proposals submitted for consideration for award must address the full scope of the solicitation. Proposals which address only part or portions of the solicitation will be considered unacceptable. Non-conformance may cause rejection of, or the down grading of, the proposal. Proposals should be clear, concise and complete. Organization, clarity, accuracy of information, relevance, and completeness are of prime importance.

Proposals shall correlate directly and sequentially with the following specific proposal preparation instructions. Proposals shall be complete and self-sufficient, relate exactly to what is requested and proposed, and strictly adhere to the requirements of this solicitation. Offerors shall provide separate responses to each technical evaluation factor

within the identified page limitations. Offerors shall not exceed the page limitation by cross-referencing other sections of their proposals. Use of documentation by reference, and not incorporated into the proposal, will not be allowed. Where cross-referencing is used, the volume, attachment, exhibit and paragraph numbers, as appropriate, shall be referenced.

1.2 VOLUME I: TECHNICAL PROPOSAL:

The technical proposal shall be specific, detailed, complete, and fully demonstrate that the prospective Offeror has a thorough understanding of the Government's requirements. The offeror must provide sufficient detail to substantiate the validity of all stated claims. Statements that the offeror understands, can or will comply with all specifications, statements paraphrasing the specifications or parts thereof, and phrases such as "standard procedures will be employed" or "well known techniques will be used," etc., are insufficient. The following information shall be furnished:

1.2.1- FACTOR 1- COMMUNICATIONS SECURITY (COMSEC) REQUIREMENTS: In order to be considered for award, the offeror must present a clear, convincing, and low risk plan for successfully complying with the requirements of Section H-44, Communications Security (COMSEC) Requirements. Failure to provide such a plan will render the offeror **ineligible** for award.

1.2.2- FACTOR 2- MIDS-LVT TERMINAL MATURITY: The Offeror shall address terminal maturity for "MIDS-LVT(1)" BU1 configurations and "MIDS-LVT(2)" BU1 configurations. Applicable configurations identified below:

MIDS-LVT(1) BU1 configurations include:

- MIDS-LVT(1) (AN/USQ-140(V)1(C))
- MIDS-LVT(4) (AN/USQ-140(V)4(C))
- MIDS-LVT(6) (AN/USQ-140(V)6(C))
- MIDS-LVT(7) (AN/USQ-140(V)7(C))

MIDS-LVT(2) BU1 configurations include:

- MIDS-LVT(2) (AN/USQ-140(V)2(C))
- MIDS-LVT(11) (AN/USQ-140(V)11(C))

For the above listed MIDS-LVT(1) and (2) BU1 configurations, the offeror shall provide evidence to the Government that demonstrates the current level of maturity. This evidence may consist of, but is not limited to, Government qualification letters, summaries of Government sponsored or company funded MIDS-LVT qualification testing, results of MIDS-LVT prototyping efforts, and design and analysis data or formal plans to complete or initiate development and qualification of a terminal that meets the MIDS-LVT requirements. If an offeror does not currently have a Government-qualified terminal that meets the MIDS-LVT requirements, the offeror's proposal must include a MIDS-LVT qualification approach for at least one of the MIDS-LVT(1) or MIDS-LVT(2) BU1 configurations in order to be considered for award.

1.2.3- FACTOR 3- PAST PERFORMANCE

Offeror's shall provide information up to three (3) Relevant Experience Forms, Attachment L, for contracts/orders performed in the last five (5) years, which may include those for primes and proposed subcontractors. The maximum number of pages per reference is three (3) including the Relevant Experience Form, for a total of nine (9) pages for this factor. This total page limit does not include the associated Contractor Performance Assessment Reporting System (CPARS) data. The Offeror shall list and provide contact information for the Procuring Contracting Officer for each relevant contract. The Offeror shall ensure that the above-requested government points of contact are current, accurate and complete. The Offeror shall define and describe how each reference is relevant to this effort. Offerors shall list the customer(s) and number of years of experience as well as the size and scope of past contracting efforts to include the dollar value. The Government does not assume the duty to search for data to cure any problems it finds in the past performance information provided by the Offeror – the burden of providing thorough and complete relevant past performance information remains with the Offeror.

The Offeror shall also submit the most recent CPARS evaluations supporting each of the Relevant Experience Forms submitted. This factor relates to the quality as well as the relevancy and recency of the contractor's past performance. Relevant and Recent Past Performance is defined as experience in the previous five (5) years that

demonstrates experience that is similar in technical scope, magnitude and complexity to the tasking described in the Production SOW.

The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror to evaluate an Offeror’s past performance.

1.2.4- FACTOR 4- SMALL BUSINESS COMMITMENT

Large Business Offerors shall discuss their approach to ensuring that at least 30% of the subcontracted amount of their proposal represents awards to Small Business Concerns consistent with the following desired SPAWAR Subcontracting Goals:

Small Business Categories	SPAWAR Subcontracting Goals (Based on % of subcontracted amount)
Total Small Business (includes the below)	30%
Small Disadvantaged Business	5%
Woman-Owned Small Business	5%
HUBZone	3%
VOSB	3%
SDVOSB	3%

Large Business Offerors shall describe the principal types of services to be subcontracted and how this approach provides meaningful work to each proposed Small Business subcontractor. For each small business subcontractor proposed, Offerors shall provide their cage code for verification of their size status.

Large Business Offerors shall also describe the extent to which their company has previously met small business subcontracting goals on other contracts/orders **and** the extent to which the offeror timely paid its small business subcontractors. Where available, the two (2) most recently filed Individual Subcontractor Reports (ISRs), for each Prime contract listed in Factor 3 Past Performance shall be submitted. If ISRs are unavailable, Offerors may submit other documentation to establish their record of Small Business goal achievement. ISRs for proposed subcontractor experiences listed in Factor 3 are not required. If, historically, the offeror has not met/exceeded small business goals on relevant contracts, the Offeror shall provide an explanation addressing what actions were taken or will be taken to meet/exceed the stated target percentages in the performance the requirements of this solicitation. Offeror shall submit a copy of any DCMA Subcontracting Compliance Rating letters.

1.3 VOLUME II- PRICE PROPOSAL

CLINS 1001, 1002, 1004, 1005, 1007, 2001, 2002, 2004, 2005, 2007, 3001, 3002, 3004, 3005, 3007, 4001, 4002, 4004, 4005, 4007, 5001, 5002, 5004, 5005 and 5007-The offeror shall submit two pricing models one for BU1 and one for BU2 in accordance with Section B-4, Prices for MIDS-LVTs and Spares. The prices contained in the pricing model shall be in accordance with the data lists at Attachment F. The pricing models shall account for quantities from one (1) to 500.

CLINS 1001,1002, 1004, 1005, 2001, 2002, 2004, 2005, 3001, 3002, 3004, 3005, 4001, 4002, 4004, 4005, 5001, 5002, 5004 and 5005- The Government has provided estimated quantities. The offeror shall enter the price from the pricing model for the most expensive terminal (LVT(1) and LVT (11)), including warranty, and multiply that price by the estimated quantity in order to establish the contract ceiling for that CLIN. The estimated quantity for each CLIN reflects the Government’s best estimate of MIDS LVTs to be procured during the CLINs ordering period. The Government does not guarantee that it will order the items and quantities.

CLINS 1007, 1009, 1010, 1011, 2007, 2009, 2010, 2011, 3007, 3009, 3010, 3011, 4007, 4009, 4010, 4011, 5007, 5009, 5010 and 5011-The Government has provided estimated contract ceiling amounts for ordering purposes. ODC CLINs 1011, 2011, 3011, 4011 and 5011 amounts are non-fee bearing and are all inclusive (include contractor burdens such as General & Administrative expense, etc.) The offerors shall **not change** the ceiling amounts.

CLINS 1003, 1006, 2003, 2006, 3003, 3006, 4003, 4006, 5003, 5006 and 9001- If ordered, will be negotiated.

The offeror shall include the U-TVB CTIC/DS-101 Hybrid (CDH Chip) in its Signal Message Processor (SMP) pricing structure. In accordance with Section H-26, the U-TVB CTIC/DS-101 Hybrid will be provided by the National Security Agency (NSA) for all foreign military sales (FMS). Therefore, the offeror shall provide in its proposal a separate, fixed amount for the CDH chip. The Government will subtract this fixed amount for the CDH chip from the price of any FMS terminal ordered.

The successful offeror's or offerors' proposed pricing structure(s) will be utilized for the first delivery order(s) quantities in Attachment M-D01 and any delivery order(s) issued thereafter, to price MIDS-LVT terminal and spares requirements, unless the offeror or offerors subsequently offer improvements to the pricing model. The offeror shall submit a supporting narrative that details the assumptions and formulas used in the development of the pricing models in a clear manner. The offeror shall provide instructions and guidance on how to use its pricing model and it shall be submitted in a MS Office 2000 Excel compatible format, with formulas intact.

Please note that offerors shall provide separate warranty prices for each element in Price List A of Section B. These warranty prices will be applicable for all ordering periods unless the offeror or offerors subsequently offer improvements to the warranty pricing for subsequent ordering periods. Individual MIDS-LVTs and Spares may be ordered with or without the warranty.

1.4 VOLUME III CONTRACT DOCUMENTS

This volume is the Offeror's contractual commitment, complete in every respect and ready for acceptance by the Government.

1.4.1- SECTION A – COVER LETTER, SIGNATURE PAGE (SF33), COMPLETED SECTIONS B-K

The offeror's proposal shall include a cover letter on the offeror's letterhead stationery and signed by an executive of the company who possesses authority to contractually bind the offeror. The cover letter shall acknowledge receipt of all amendments (if any are issued) to the RFP. The submittal letter shall identify all enclosures being transmitted as part of the response to the RFP. The letter shall reference the RFP number and acknowledge that it transmits an offer in response to the RFP. It shall state: (1) Commercial and Government Entity (CAGE) number, (2) Data Universal Numbering System (DUNS) Number, (3) Taxpayer Identification Number (TIN), (4) address(es) of the location(s) at which the offeror intends to perform the proposed effort, (5) state the name, address and telephone number of the cognizant DCAA audit office, (6) the name, address and telephone number of the cognizant Defense Contract Management Agency (DCMA) office, and (7) a statement that the proposal is valid for no less than 180 calendar days after the date established for receipt of offers.

If the Offeror takes any exceptions to solicitation, those exceptions shall be provided in the cover letter in Volume III. The Offeror shall provide a full explanation for all exceptions taken to the solicitation. Each exception shall be referenced to the applicable paragraph or contract line item number. Any material exceptions to the RFP may render the proposal unacceptable and ineligible for award on initial proposals.

The offeror's proposal shall provide a completed RFP to include completed SF33 and Sections B – K.

1.4.2- SECTION B – SECURITY CLEARANCE LEVELS

Offerors must document that facilities and personnel proposed to perform this contract and requiring access to classified material as required by the contract possess at a minimum the security clearance levels required by the RFP (DD Form 254).

1.4.3- SECTION C – ORGANIZATIONAL CONFLICT OF INTEREST (OCI) MITIGATION PLAN(S)

The Offeror shall submit draft versions of any required OCI Mitigation Plans, consistent with the guidance contained in the “Organizational Conflict of Interest” section in Section L.

1.4.4- SECTION D – SMALL BUSINESS SUBCONTRACTING PLAN

Offerors, unless otherwise exempt, due to being a small business concern or a company performing outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico, shall, in accordance with FAR 19.7 and FAR 52.219-9, submit a Small Business Subcontracting Plan (or approved comprehensive plan), as part of Volume III. Failure to submit and negotiate a subcontracting plan acceptable to the Contracting Officer may make the offer ineligible for award of a contract.

1.4.5- SECTION E – FOREIGN OWNED SUBCONTRACTORS

The proposed Offeror shall identify any and all potential foreign-owned subcontractors they intend to team with for the procurement in the following format:

Name of Subcontractor:

Country of Origin:

Date of executed Technical Assistance Agreement (TAA):

The Offeror shall provide a copy of the executed TAA within the Contracts Volume. In the event that a TAA is not in place at the time of proposal submission, the Offeror shall provide a copy of a draft TAA for Government review. The Offeror shall ensure that the TAA will be in place prior to the award of the contract. The Offeror shall ensure all applicable subcontractor flow down clauses are complied with by the all subcontractors, including foreign-owned.

1.4.6- SECTION F – ACCOUNTING SYSTEM AND COMPLIANCES

The contract resulting from this solicitation will contain DFARS 252.242-7006 - Accounting System Administration, applicable to future cost reimbursement orders and to firm fixed price orders with progress payments made on the basis of costs incurred under FAR 52.232-16. For the purposes of these clauses, the Offeror shall provide any available documentation pertinent to the adequacy of the Offeror's accounting system. Eligibility for future cost reimbursement orders will be determined at the time that the Government

(End of provision)

L-335 ESTIMATED EFFECTIVE AWARD DATE (DEC 1999)

For Bidding/Proposal purposes the estimated effective date of contract award is July 2015.

(End of provision)

L-501 GOVERNMENT-FURNISHED PROPERTY (OCT 1998)

The offeror shall provide a list of the GFP that it proposes to use in the performance of a contract resulting from this solicitation. **This list should only contain that GFP the offeror needs to perform the priced CLINs under a contract resulting from this solicitation.** The list shall contain, at a minimum, the following information: name, part number and description, manufacturer, model number, and National Stock Number. Further, if the offeror currently has the GFP in its possession, the offeror shall identify the accountable contract under which the property is held and the authorization for its use. If the offeror's proposal is contingent upon the Government providing and

authorizing the use of any or all of the proposed GFP, the offeror shall specifically state and explain such contingencies. If the offeror receives an award, the Government will identify the authorized GFP, if any, in the resulting contract.

(End of provision)

L-901 MIDS-LVT QUALIFICATION

Any offeror receiving a contract or delivery order award for any MIDS-LVT variant(s) (e.g., LVT(1), LVT(2), LVT(3)) that has not yet achieved MIDS-LVT terminal qualification for that variant(s) shall be required to qualify its MIDS-LVT First Article in accordance with Section H-23, followed by a Certificate of Compliance for that variant in accordance with Section H-12.

Section M - Evaluation Factors for Award

M-1

EVALUATION CRITERIA AND BASIS FOR CONTRACT AWARD (BEST VALUE)

(a) The contract and delivery order(s) resulting from this RFP will be awarded to that responsible offeror or offerors whose offer, conforming to the RFP, is determined to provide the “best value” to the Government. Such offer(s) may not necessarily be the proposal(s) offering the lowest price or receiving the highest technical rating. The Government intends to have more than one production source for MIDS-LVT requirements throughout the life of the program. Therefore, the determination of the best value to the Government will take this acquisition strategy into consideration for the contract and any delivery order award(s) resulting from this RFP.

(b) For contract award, technical factors will be approximately equal to price. The Government intends to make at least two or more awards.

(c) For the first Delivery Order(s), award(s) will be made on the basis of price only, using the firm fixed prices (FFP) from the pricing models at the quantities listed in Attachment M-D01.

(d) For subsequent Delivery Orders, the Government may use FFP generated from the pricing models as described in B-4, and/or request technical proposals. The Government may use a variety of evaluation approaches, including but not limited to, price only, lowest-price technically acceptable, technical equal to price, technical more important than price to determine best value. If using price only to determine best value, the Government may make award(s) without issuing solicitations.

(e) The Government intends to award the contract(s) and delivery order(s) resulting from this RFP based on initial offers without discussions; however, the Government reserves the right to conduct discussions and request final proposal revisions at either the contract or delivery order level if it is determined it is in the Government’s best interest to do so.

Proposals will be rated on the following evaluation factors:

<u>FACTOR</u>	<u>TITLE</u>
1	COMMUNICATIONS SECURITY (COMSEC) REQUIREMENTS
2	MIDS-LVT TERMINAL MATURITY
3	PAST PERFORMANCE
4	SMALL BUSINESS COMMITMENT

The relative importance of the evaluation factors are as follows:

Factor 1 is Pass/Fail. If an offeror does not receive a Pass rating, the proposal will not be further evaluated and will be ineligible for award.

Factors 2 through 4 are in descending order of importance.

When combined, the non-price Factors 2-4, are approximately equal to Price.

The Government will conduct the evaluation of all non-price factors in two steps. The first step will be an assessment of whether or not the offeror has presented a clear, convincing, and low-risk plan for successfully complying with the requirements of Section H-44 in accordance with Factor 1. If an offeror receives a “**Fail**” for Factor 1, then the Government will not evaluate the offer further and the offeror will be ineligible for award of any contract under this RFP, as the ability to meet the requirements of Section H-44 is a material requirement of this RFP and any resulting contract. If the offeror receives a “**Pass**” rating for Factor 1, then the Government will perform the second step of the evaluation. Under Step 2 of the evaluation, the Government will evaluate Factors 2, 3, and 4 as described below.

FACTOR 1, COMMUNICATIONS SECURITY (COMSEC) REQUIREMENTS

The Government will evaluate whether the offeror has a clear, convincing, and low risk plan for successfully complying with the requirements of section H-44, Communications Security (COMSEC) Requirements.

FACTOR 2, MIDS-LVT TERMINAL MATURITY

The Government will evaluate the degree of maturity of the offeror's "MIDS-LVT (1)" and "MIDS-LVT(2)" BU1 terminal configurations proposed to meet the MIDS-LVT requirements. Under this evaluation factor, the offeror's rating will increase or decrease with the level of maturity of its terminal configurations as demonstrated by the offeror in its proposal.

FACTOR 3, PAST PERFORMANCE

The Government will assign the Offeror a performance confidence assessment rating based on the evaluation of the Offeror's record of past performance. The Government will evaluate the Offeror's probability of meeting the contract requirements considering recency, relevancy, and quality of the Offeror's record of past performance.

Generally, less weight will be given to past performance which is less recent (e.g., only one year within the previous five (5) years) as compared to more recent past performance which is mostly or fully within the previous five (5) years. With respect to relevancy, more relevant past performance will typically be a stronger indicator of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance. With respect to quality, the Government will evaluate the extent of customer satisfaction with the services previously provided, as documented on CPARS, and compliance with the statement of work and contract terms and conditions, including, as applicable: Quality of Product or Service; Cost Control; Schedule; Business Relationships; Customer Satisfaction; and/or Key Personnel.

The Government may also evaluate information from other sources, including task orders and contracts other than those identified by the Offeror, in the evaluation of past performance. The Government may solicit information from an offeror's customers and business associates; federal, state, and local government agencies; and other persons and organizations.

The Government reserves the right to limit the number of references it decides to contact and contact references other than those provided by the Offeror. Where the relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance, and will receive a neutral rating.

FACTOR 4, SMALL BUSINESS COMMITMENT

Small Business Subcontracting (Large Business Offerors only)

For Large Business Offerors, the Government will evaluate: (1) the extent to which the proposed subcontracting goals comply with SPAWAR's desired goals; (2) the extent to which the proposed approach demonstrates meaningful participation by each subcontractor; (3) the extent to which Offerors have met small business subcontracting goals on prior contracts/orders; (4) and the extent to which subcontractors have been timely paid. The Government may consult various sources, including CPARS Assessments, Past Performance Questionnaires (PPQs), the Past Performance Information Retrieval System (PPIRS) and Electronic Subcontracting Reporting Systems (eSRS) databases, or any other relevant sources deemed appropriate to verify proposal statements. The evaluation of an Offeror's history of meeting subcontracting goals on prior contracts/orders will not be evaluated under Factor 3 Past Performance.

Adjectival Rating Definitions: In evaluating the proposals, the technical evaluation board (TEB) will assign combined technical/risk adjectival ratings to the technical factors identified above. A proposal need not have all of the characteristics of an adjectival rating description in order to receive that adjectival rating. Evaluators will use their subjective judgment to rate proposals most appropriately using these characteristics as guidelines.

The evaluation of risk will be an integral part of the evaluation of each applicable factor through the Government's assessment of adjectival ratings and identification of strengths, weaknesses, deficiencies, and omissions in the offeror's proposal as defined below in Section M definitions. Risks will not be separately identified.

The adjectival rating definitions for the technical proposal, Factors 1-4, are as follows:

FACTOR 1

- **Pass:** The offeror has provided convincing evidence of currently holding a COMSEC account or demonstrated a clear, convincing, and low risk plan for obtaining a COMSEC account by time of contract award.
- **Fail:** The offeror has not provided convincing evidence of currently holding a COMSEC account and has not demonstrated a clear, convincing, and low risk plan for obtaining a COMSEC account by time of contract award.

FACTOR 2

- An offeror will receive an **Outstanding** rating for this factor if the offeror has demonstrated that it has manufactured an operational "MIDS-LVT(1)" and/or "MIDS-LVT(2)" BU1 terminal configuration that has been qualified or conditionally qualified by the MIDS Program Office in accordance with the First Article Qualification requirements of Section H-23, MIDS-LVT First Article Qualification Requirements.
- An offeror will receive a **Good** rating if it can demonstrate that it has manufactured an operational "MIDS-LVT(1)" or "MIDS-LVT(2)" BU1 terminal configuration that has not yet been qualified or conditionally qualified by the MIDS program office in accordance with the First Article Qualification requirements of Section H-23, but has produced qualification test results that indicate there is little risk that the offeror will be able to achieve First Article qualification of its terminal in accordance with Section H-23 in time to meet the delivery dates required by the RFP for the first delivery order. Additionally, the offeror has demonstrated that its operational "MIDS-LVT(1)" or "MIDS-LVT(2)" BU1 configuration terminal is under the offeror's internal company configuration control and was built using production processes and materials.
- An offeror will receive an **Acceptable** rating if it can demonstrate that it has manufactured an operational "MIDS-LVT(1)" or "MIDS-LVT(2)" BU1 terminal configuration that has not yet been qualified or conditionally qualified by the MIDS Program Office in accordance with the First Article qualification requirements of Section H-23, but has produced qualification test results that indicate there is moderate risk that the offeror will be able to achieve First Article qualification of its terminal in accordance with Section H-23 in time to meet the production delivery dates required by the RFP for the first delivery order.
- An offeror will receive an **Unacceptable** rating if it cannot, at a minimum, meet the requirements stated above of an Acceptable rating.

FACTOR 3

(1) **Relevancy Rating.** There are two aspects to the past performance evaluation. The first is to evaluate the Offeror’s past performance to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection.

With respect to recency, less weight will be given to past performance which is less recent (e.g., only one year within the previous five (5) years) as compared to more recent past performance which is mostly or fully within the previous five (5) years.

With respect to relevancy, more relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

Relevancy Ratings	
Rating	Definition
1. Very Relevant	Present/past experience effort involved essentially the same technical nature, scope, size, and complexities this solicitation requires.
2. Relevant	Present/past experience effort involved much of the magnitude of the technical nature, scope, size, and complexities this solicitation requires.
3. Somewhat Relevant	Present/past experience effort involved some of the technical nature, scope, size, and complexities this solicitation requires.
4. Not Relevant	Present/past experience effort involved little or none of the technical nature, scope, size, complexity this solicitation requires.

(2) **Performance Confidence Assessment.** The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts in relation to how recent and relevant an Offeror’s past performance record is to assign one Performance Confidence Assessment rating for the Factor. In conducting a performance confidence assessment, each offeror shall be assigned one of the ratings below:

Past Performance Quality/Confidence Assessments	
Rating	Description
1. Substantial Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
2. Satisfactory Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
3. Limited Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
4. No Confidence	Based on the Offeror’s recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
Neutral - Unknown Confidence	No recent/relevant performance record is available or the Offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Performance Confidence Assessment is an evaluation of the likelihood (or Government’s confidence) that the Offeror will successfully perform the solicitation’s requirements; the evaluation is based upon past performance information

Recency, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

Relevancy, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

FACTOR 4 AND OVERALL RATING FOR EACH OFFEROR'S TECHNICAL PROPOSALS, FACTORS 2-4

Outstanding: An outstanding proposal is characterized as follows:

- Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful contract performance is very low.

Good: A good proposal is characterized as follows:

- Proposal meets the requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful contract performance is low.

Acceptable: An acceptable proposal is characterized as follows:

- Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful contract performance is no worse than moderate.

Marginal: A marginal proposal is characterized as follows:

- Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses that are not offset by strengths. Risk of unsuccessful contract performance is high.

Unacceptable: An unacceptable proposal is characterized as follows:

- Proposal does not meet requirements and contains one or more deficiencies. The proposal is unawardable.

PRICE EVALUATION

Price will be evaluated for reasonableness in accordance with FAR 15.404-1(b)(2) for Firm-Fixed Price CLINS 1001, 1002, 1004, 1005, 2001, 2002, 2004, 2005, 3001, 3002, 3004, 3005, 4001, 4002, 4004, 4005, 5001, 5002, 5004 and 5005.

For purposes of the contract evaluation and award, the Government will arrive at a Total Evaluated Price for each offeror's Volume II proposal by **adding** the following:

The offeror's proposed prices at the total quantities listed for CLINS 1001, 1002, 1004, 1005, 2001, 2002, 2004, 2005, 3001, 3002, 3004, 3005, 4001, 4002, 4004, 4005, 5001, 5002, 5004 and 5005.

The ceiling for Spares and SE&I CLINS 1007, 1009, 1010, 2007, 2009, 2010, 3007, 3009, 3010, 3011, 4007, 4009, 4010, 5007, 5009, and 5010

The ceiling for ODC CLINS 1011, 2011, 3011, 4011, and 5011.

Total quantities and Spares/SE&I/ODC amounts are estimates only to establish ceiling amounts, and do not necessarily reflect the total amount of MIDS-LVT terminals Spares, SE&I and ODCs that the Government will actually order. The Government may order less than the total quantities or may order up to the maximum quantity of terminals or Spares, SE&I and ODCs listed in Section B of the contract.

The Government will evaluate the first Delivery Order(s) price as identified in Attachment **M-D01**.

FUTURE ORDERS THROUGHOUT REMAINING PERIOD OF PERFORMANCE OF MIDS-LVT MACs

This RFP is the contractors' fair opportunity to be considered for all further competitive requirements during the remaining ordering period of the MIDS-LVT MACs. In accordance with contract section H-5 "Method of Selection for Issuance of Orders", subparagraphs (A)(2) and (D)(f), the Government may issue orders using your newly proposed section B-4 pricing curve without issuing another solicitation. In addition to the ordering methods under subparagraphs (A)(2) and D(f), the Government may also utilize any of the other selection procedures detailed in contract section H-5. Under any section H-5 selection procedure, the Government reserves the right to make a single award or to make split awards in accordance with the MIDS acquisition strategy of having more than one production source for MIDS requirements throughout the life of the program.

M-2

EVALUATION OF PROPOSED GOVERNMENT FURNISHED PROPERTY

Separate from the best value analysis, the Government will evaluate the offeror's proposed list of GFP to ascertain whether the Government is capable of providing the identified property for the performance of a contract resulting from this solicitation. If the offeror has proposed GFP that the Government cannot provide, and the offeror's proposal is contingent upon obtaining and receiving authorization to use that GFP, the offeror's proposal may not be eligible for award. This will constitute the complete evaluation of GFP.