

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 144	
2. CONTRACT NO.		3. SOLICITATION NO. N00039-15-R-0225		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03 Sep 2015	
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		CODE	
TEL:		FAX:		TEL:		FAX:	

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

SOLICITATION

9. Sealed offers in original and 1 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 See Provision L-349 until 03:00 PM local time 13 Oct 2015
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
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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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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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)	
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	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001 FFP		UNDEFINED	Lot		
	<p>DMR 100W Ship Power Amplifier</p> <p>Digital Modular Radio (DMR) Surface Ship VHF/UHF 100W Radio Frequency (RF) Power Amplifier (PA)</p> <p>The maximum amount will be established at contract award and will match the total CLIN value proposed by the offeror under "L-317 Submission of Proposals", Paragraph 3.3.1.5.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 FFP		UNDEFINED	Lot		
	<p>DMR 200W Ship/Shore Power Amplifier</p> <p>Digital Modular Radio (DMR) Surface Ship and Shore UHF 200W Radio Frequency (RF) Power Amplifier (PA)</p> <p>The maximum amount will be established at contract award and will match the total CLIN value proposed by the offeror under "L-317 Submission of Proposals", Paragraph 3.3.1.5.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 FFP		UNDEFINED	Lot		
	<p>DMR 200W Submarine Power Amplifier</p> <p>Digital Modular Radio (DMR) Submarine VHF/UHF 200W Radio Frequency (RF) Power Amplifier (PA)</p> <p>The maximum amount will be established at contract award and will match the total CLIN value proposed by the offeror under "L-317 Submission of Proposals", Paragraph 3.3.1.5.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 CPFF		UNDEFINED	Lot		
	Engineering Services FOB: Destination UNDEFINED				
MAX COST					
FIXED FEE					
TOTAL MAX COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 COST		UNDEFINED	Lot		NTE
Other Direct Costs (ODC) Travel and/or incidentals directly in support of CLIN 0004. Line Item Not to Exceed \$50,000. (ODCs are non-fee bearing, G&A only) FOB: Destination					
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 FFP			Lot		
Material Material in support of engineering upgrade task orders under CLIN 0004 FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 FFP		UNDEFINED	Lot		
	<p>CDRLs</p> <p>Contract data requirements in support of CLINs 0001, 0002, 0003, or 0004.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 FFP		UNDEFINED	Lot		
OPTION	<p>DMR 100W Ship Power Amplifier</p> <p>Digital Modular Radio (DMR) Surface Ship VHF/UHF 100W Radio Frequency (RF) Power Amplifier (PA)</p> <p>The maximum amount will be established at contract award and will match the total CLIN value proposed by the offeror under "L-317 Submission of Proposals", Paragraph 3.3.1.5.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 FFP		UNDEFINED	Lot		
OPTION	<p>DMR 200W Ship/Shore Power Amplifier</p> <p>Digital Modular Radio (DMR) Surface Ship and Shore UHF 200W Radio Frequency (RF) Power Amplifier (PA)</p> <p>The maximum amount will be established at contract award and will match the total CLIN value proposed by the offeror under "L-317 Submission of Proposals", Paragraph 3.3.1.5.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 FFP		UNDEFINED	Lot		
OPTION	<p>DMR 200W Submarine Power Amplifier</p> <p>Digital Modular Radio (DMR) Submarine VHF/UHF 200W Radio Frequency (RF) Power Amplifier (PA)</p> <p>The maximum amount will be established at contract award and will match the total CLIN value proposed by the offeror under "L-317 Submission of Proposals", Paragraph 3.3.1.5.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 CPFF		UNDEFINED	Lot		NTE
OPTION	Engineering Services FOB: Destination UNDEFINED				
MAX COST					
FIXED FEE					
TOTAL MAX COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 COST		UNDEFINED	Lot		
OPTION	Other Direct Costs (ODC) Travel and/or incidentals directly in support of CLIN 1004. Line Item Not to Exceed \$30,000. (ODCs are non-fee bearing, G&A only) FOB: Destination				
	ESTIMATED COST				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 FFP		UNDEFINED	Lot		
OPTION	Material Material in support of engineering upgrade task orders under CLIN 1004. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007 FFP		UNDEFINED	Lot		
OPTION	<p>CDRLs</p> <p>Contract data requirements in support of CLINs 1001, 1002, 1003, or 1004.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 FFP		UNDEFINED	Lot		
OPTION	<p>DMR 100W Ship Power Amplifier</p> <p>Digital Modular Radio (DMR) Surface Ship VHF/UHF 100W Radio Frequency (RF) Power Amplifier (PA)</p> <p>The maximum amount will be established at contract award and will match the total CLIN value proposed by the offeror under "L-317 Submission of Proposals", Paragraph 3.3.1.5.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 FFP		UNDEFINED	Lot		
OPTION	<p>DMR 200W Ship/Shore Power Amplifier</p> <p>Digital Modular Radio (DMR) Surface Ship and Shore UHF 200W Radio Frequency (RF) Power Amplifier (PA)</p> <p>The maximum amount will be established at contract award and will match the total CLIN value proposed by the offeror under "L-317 Submission of Proposals", Paragraph 3.3.1.5.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 FFP		UNDEFINED	Lot		
OPTION	<p>DMR 200W Submarine Power Amplifier</p> <p>Digital Modular Radio (DMR) Submarine VHF/UHF 200W Radio Frequency (RF) Power Amplifier (PA)</p> <p>The maximum amount will be established at contract award and will match the total CLIN value proposed by the offeror under "L-317 Submission of Proposals", Paragraph 3.3.1.5.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004 CPFF		UNDEFINED	Lot		
OPTION	Engineering Services FOB: Destination UNDEFINED				
MAX COST					
FIXED FEE					
TOTAL MAX COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005 COST		UNDEFINED	Lot		
OPTION	Other Direct Costs (ODC) Travel and/or incidentals directly in support of CLIN 2004. Line Item Not to Exceed \$20,000. (ODCs are non-fee bearing, G&A only). FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006 FFP		UNDEFINED	Lot		NSP
OPTION	Material Material in support of engineering upgrade task orders under CLIN 2004 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007 FFP		UNDEFINED	Lot		
OPTION	CDRLs Contract data requirements in support of CLINs 2001, 2002, 2003, or 2004. FOB: Destination				

CLAUSES INCORPORATED BY FULL TEXT

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

FIXED FEE: \$ [*Contracting officer insert negotiated fixed fee amount*]. 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 [*Contracting officer insert fee percentage (total fixed fee divided by total estimated cost plus cost of money)*] 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 Funds,” 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.

(End of clause)

5252.216.9205 FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACTS) (JULY 2009)**(a) Total Estimated Hours.**

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this contract is [*Contracting officer insert number of hours*] hours. The [*Contracting officer insert number of hours*] direct labor hours include [*Contracting officer insert number of hours*] uncompensated overtime labor hours.

NOTE: Hours proposed as Other Direct Costs have been excluded from total estimated hours. Throughout this clause, the use of “subcontractor” and “other direct costs” are used within the context described in the Section L provision titled “Proposal of Fixed Fee Pool on Indefinite Delivery Type Contracts.”

(b) Types of Delivery or Task Orders.

Both level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each delivery or task order will set forth the type of order deemed appropriate by the Government. If the Contractor disagrees with the Government’s assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting Officer. If necessary, a final decision shall be made in accordance with the FAR 52.233-1 “Disputes” clause. The Contracting Officer’s determination will govern the type of order, pending an appeal pursuant to the “Disputes” clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

(c) Fee Fixed Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. **SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON THE VOUCHER SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE PER HOUR BILLED FROM THE FIXED FEE POOL.**

(d) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee pool by the number of estimated hours.

(e) Fee on Modifications to Term Type (Level-of-Effort) Delivery or Task Orders.

If the hours for a particular delivery or task order provide insufficient to complete performance under the order, the government may elect to increase the hours by written modification. These hours will be fee bearing at the same dollar per hour amount as in paragraph (h) below.

If the hours prove to be in excess of that necessary to complete performance under this order, the government shall decrease the hours by written modification. The fee will be reduced by the amount per hour indicated in paragraph (h) below.

Estimated cost will be increased/decreased as applicable.

(f) Fee on Modifications to Completion Type Delivery or Task Orders.

If the task(s) required under a particular delivery or task order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation.

If the task(s) required under the order is completed and the cost is less than that negotiated (under-run), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess costs shall be de-obligated by modification to the delivery order prior to contract closeout.

(g) Modifications to the Basic Contract.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours set forth above, such adjustments shall be made by contract modification. Any additional hours will be fee bearing, and

the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(h) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of \$[Contracting officer insert dollar amount(s)] per labor hour invoiced by the contractor subject to FAR 52.216-8, Fixed Fee, referenced in Section I of this contract, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery or task order unless the withheld amount on a specific delivery or task order equals \$100,000. Subject to FAR 52.216-8, Fixed Fee, the reserve shall not exceed 15 percent (15%) or \$100,000, whichever is less. Seventy-five percent (75%) of the withheld fee shall be released when the terms of the Fixed Fee clause are satisfied and the contractor has requested such release. Up to ninety percent (90%) may be released when the terms of the Fixed Fee clause are satisfied and the contractor has requested such release. The contractor's request must include information per delivery or task order to support compliance with the terms of release in the Fixed Fee clause. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference, shall apply to all individual delivery or task orders issued under this contract.

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

(i) Administration.

Each hour authorized under the original delivery or task order is fee bearing and will be deducted from the estimated total hours under the contract.

Hours added by modification to level-of-effort orders are fee bearing and will be deducted from the estimated total hours.

Hours deleted by modification from a level-of-effort order are available for award on new or existing orders. These hours shall be ordered at the same amount of fee per hour as originally ordered.

There are no hours applicable to overrun costs added by modification to completion type orders. Therefore, overruns are not fee bearing and no hours will be deducted from the estimated total hours.

Hours applicable to change in scope modifications to completion type orders are fee bearing and are deducted from the estimated total hours.

(j) Closeout.

Delivery or task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable delivery or task order. The contractor shall forward the final voucher directly to the cognizant DCAA for final audit. DCAA will forward the voucher and the final audit to the cognizant ACO (see block 6 of the basic contract), who will process it for final payment and submit it to the paying office.

(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 \$10,000. 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)

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9200 ALLOTMENT OF FUNDS (JAN 1989)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

[Contracting officer under "Items" insert the item numbers for which incremental funding is provided and under "Allotted to Fixed Fee" insert the amount of incremental funding allocated to fixed fee]

<u>ITEM(S)</u>	<u>ALLOTED TO FIXED FEE</u>
_____	\$ _____

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

[Contracting officer under "Items" insert the item numbers for which incremental funding is provided, under "Allotment of Cost" insert the amount of incremental funding allocated to total estimated cost, and under "Period of Performance" insert date by which funding expended]

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
_____	\$ _____	_____

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

(End of clause)

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9201 COMPLIANCE WITH SPECIFICATION (DEC 1999)

The effort required hereunder shall be in accordance with the specifications set forth herein and the offeror's technical proposal [*Contracting officer, at time of award, insert title, date and/or other identification (e.g., number of contractor's proposal). Incorporate only the applicable technical portions of contractor's proposal.*]which is incorporated herein by reference and made a part hereof. In the event any discrepancy between the Government's specification and the Contractor's proposal, the Government's specification shall control unless otherwise noted herein.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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

Each shipment of material and/or data shall be clearly marked to show the contract #, delivery order #, and the shipment address as specified in the individual delivery order.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--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

Section F - Deliveries or Performance

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
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM Description	ITEM NO.	QUANTITY	DELIVERY SCHEDULE
100W PA, 200W Ship/Shore PA, 200W Submarine PA	0001, 0002, 0003, 1001, 1002, 1003, 2001, 2002, 2003	AS SPECIFIED IN EACH ORDER	12 Months After Receipt of Order at a rate not less than 10 units per month and not more than 20 units per month for each ordered variant, unless specified otherwise in each order, if offeror proposes another delivery schedule
Engineering Services,	0004, 0005, 0006, 1004,	AS SPECIFIED IN EACH	12 Months After Receipt

Associated Other Direct Costs and Material	1005, 1006, 2004, 2005, 2006	ORDER	of Order at a rate not less than 10 units per month and not more than 20 units per month for each ordered variant, unless specified otherwise in each order, if offeror proposes another delivery schedule
CDRLs	0007, 1007, 2007		In accordance with CDRL

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Within Days

After Date

Item No. Quantity of Contract

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

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).

COMBO

(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 UPON AWARD OF EACH ORDER

(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	TBD, Pending Award
Issue By DoDAAC	N00039
Admin DoDAAC	TBD, Pending Award
Inspect By DoDAAC	TBD, Pending Award
Ship To Code	TBD, Pending Award
Ship From Code	TBD, Pending Award
Mark For Code	TBD, Pending Award
Service Approver (DoDAAC)	TBD, Pending Award
Service Acceptor (DoDAAC)	TBD, Pending Award
Accept at Other DoDAAC	TBD, Pending Award
LPO DoDAAC	TBD, Pending Award
DCAA Auditor DoDAAC	TBD, Pending Award
Other DoDAAC(s)	TBD, Pending 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, Pending Award

(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.

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: Charles Gooding

Code: PEO C4I, PMW/A 170

Address: 4301 Pacific Highway

San Diego, CA 92110-3127

Phone Number: (619) 524-7618

E-mail: charles.gooding@navy.mil

(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)

5252.216-9210 TYPE OF CONTRACT (DEC 1999)

This is a an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, which includes Firm-Fixed-Price (FFP) Contract Line Item Numbers (CLINs) for hardware, Cost-Plus Fixed Fee (CPFF) CLINs for Engineering Services, Cost-type CLINs for Other Direct Costs (ODCs) and FFP CLINs for Hardware Upgrades.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

Do not submit interim and final invention reports to this address. See the clause at 5252.227-9206 for the proper address.

(End of clause)

Section H - Special Contract Requirements

H-1 ON RAMPS

H-1 ON RAMPS

The Government reserves the right to conduct "on ramps" to add additional awardees to this contract if it's determined to be in the best interest of the Government. "On ramps" will ensure program goals and objectives are being met relative to fair opportunity practices. "On ramps" will involve an open season. An open season will include publicizing a notice in the designated Government point of entry, FedBizOps, stipulating requisite NAICS codes, in accordance with the terms and conditions of Sections L and M. Contracts awarded under this open season provision will share in the ceiling of this contract and their award shall not constitute a basis of contractual adjustment for existing contract holders. Solicitation and any resulting contracts awarded under this provision will include the same terms and conditions of this contract and will not exceed the remaining period of performance. The performance period will be set out in the contracts awarded.

CLAUSES INCORPORATED BY FULL TEXT

5252.209-9206 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of clause)

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 commercial items, or for acquiring other 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 a Firm-Fixed Price, Multiple Award Indefinite Delivery/Indefinite Quantity (IDIQ) contract for the procurement of 100W, 200W Ship/Shore, and 200W Submarine Power Amplifiers, with cost-plus-fixed-fee options for engineering services in support of those amplifiers. 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, Alexander Holtet, or his/her representative. Delivery or task orders shall contain the information in paragraph (b) below:

(b) *Ordering Procedures*. (1) Each awardee will be afforded a fair opportunity to compete for delivery orders exceeding \$3,000. Requests for Task/Delivery Order Proposals will be issued via email and shall include, but not be limited to, the following information:

- (a) Date of RFP
- (b) Contract Number
- (c) Description of the requirement and required delivery date
- (d) Selection criteria for delivery order award

(2) 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 252.216-7006 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 the maximum order limitations under 52.216-19.

(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.

(f) *Exceptions to the fair opportunity process.* The contracting officer shall give every awardee a fair opportunity to be considered for a delivery-order or task-order exceeding \$3,000 unless one of the following statutory exceptions applies:

- (1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
- (2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
- (3) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is 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.
- (4) It is necessary to place an order to satisfy a minimum guarantee.
- (5) For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.217-9201 CONTRACT MAXIMUM AMOUNT (DEC 1999)

During the life of this contract, the total maximum dollar amount available for placement under task orders is cumulative with each option exercise, and unexpended balances may be used in succeeding option years.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.227-9205 RIGHTS IN MASK WORKS (DEC 2002)

(a) *Definitions.*

As defined in 17 U.S.C. §901--

“Semiconductor chip product” is the final or intermediate form of any product--

(A) having two or more layers of metallic, insulating, or semiconductor material, deposited or otherwise placed on, or etched away or otherwise removed from, a piece of semiconductor material in accordance with a predetermined pattern; and

(B) intended to perform electronic circuit functions.

“Mask work” is a series of related images, however fixed or encoded--

(A) having, or representing the predetermined, three-dimensional pattern of metallic, insulating, or semiconductor material present or removed from the layers of a semiconductor chip product; and

(B) in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product.

(b) For any and every mask work generated in the performance of work under this contract, the contractor grants to the Government a non-exclusive, irrevocable, royalty free, worldwide license to:

(1) reproduce or have reproduced the mask work by optical, electronic, or any other means; and

(2) import or distribute or have imported or distributed a semiconductor chip product in which the mask work is embodied.

(c) The contractor shall include this clause, suitably modified to replace “contractor” with “subcontractor” in all subcontracts, regardless of tier, in which a mask work is likely to be created in the performance of the work under the subcontract. The contractor shall not obtain rights in the subcontractor’s mask works as any part of the consideration for awarding the subcontract.

(d) This license is specific to mask work rights and shall not be construed to broaden any proprietary rights to technical data or computer software.

(End of clause)

5252.227-9217 POST-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. Post-Award Assertions. In addition to the pre-award assertions made in the Attachment pursuant to provision 5252.227-9216, other assertions on technical data pertaining to a commercial item and commercial computer software may be identified after award when based on new information or inadvertent omissions, unless the inadvertent omissions would have materially affected the source selection decision. Such identifications and assertions shall be submitted to the contracting officer as soon as practicable prior to the scheduled date for delivery of the technical data/computer software, using the same table format for pre-award assertions found at provision 5252.227-9216 and signed by an official authorized to contractually obligate the Contractor
- c. Licenses. The Contractor shall provide copies of all commercial license(s) for the commercial technical data or commercial computer software Offeror proposes to deliver under this clause. The Government will review the licenses to ensure that the licenses terms are consistent with federal procurement law and meet the Government’s end user needs.
- d. Use of Open Source Software Without Delivery. The Government treats Open Source Software (OSS) as a category of commercial computer software. If the Contractor proposes to deliver OSS while performing under the contract, the Contractor shall follow the same rules as prescribed in provision 5252.227-9216 as for commercial computer software. Additionally, if the Offeror proposes to use, but not deliver, commercial computer software (including OSS), the Contractor must ensure that such use does not: (i) create, or purport to create, any Government distribution obligations with respect to the computer software deliverables; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Government intellectual property or Government data rights to the Government computer software deliverables.

(End of clause)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (SEP 2003)--ALTERNATE I (SEP 2001)

If the contract is a definite or indefinite delivery contract (i.e., requirements, indefinite quantity), add the following two sentences after paragraph (a)(6) of the basic Clause 5252.231-9200 "Reimbursement of Travel Costs":

Any travel under the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. Travel under this contract is only authorized under task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order.

(End of Alternate I)

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)

5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.
- (c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

(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: Alexander Holtet

ADDRESS: 4301 Pacific Highway

San Diego, CA 92110

TELEPHONE: 858-537-0295

(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
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	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
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
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
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
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
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.217-8	Option To Extend Services	NOV 1999
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
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	APR 2015
52.222-26	Equal Opportunity	APR 2015
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	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
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
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
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
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-7	Notification Of Changes	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2015
52.246-19	Warranty Of Systems And Equipment Under Performance Specifications Or Design Criteria	MAY 2001
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
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
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
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
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.217-7028	Over And Above Work	DEC 1991
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
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
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry--Basic (Nov 2014)	NOV 2014

252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program--Basic (Nov 2014)	NOV 2014
252.225-7048	Export-Controlled Items	JUN 2013
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
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7004	DOD Progress Payment Rates	OCT 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	MAR 2014

252.249-7002 Notification of Anticipated Contract Termination or Reduction OCT 2010

CLAUSES INCORPORATED BY FULL TEXT

52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

(a) Definition: "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) [Anh Trang](#)

(Address) anh.trang@navy.mil

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not in itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate the contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interests, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

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 **two (2) of the same DMR Power Amplifiers (PAs) in any variant**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **(200) each 100W, or (150) each 200W Ship/Shore, or (50) each 200W Submarine PAs** ;

(2) Any order for a combination of items in excess of (300) units; or

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

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

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

(End of clause)

52.216-22 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 **(24) months after expiration of the contract.**

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within (60) months; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **ten years.**

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(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:

<fill-in>"Any subcontract that was not initially proposed over the simplified acquisition threshold regardless of whether the prime contractor(s) have an approved purchasing system requires the written consent of the Contracting Officer in advance."

(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 UPON AWARD

(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):

[Insert one or more Internet addresses]

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (JAN 2015)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). (1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

N/A

(c) Display of combating trafficking in persons and whistleblower protection hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the

address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of these required posters at the Web site.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the

clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>).

<u>Access Control</u> AC-2 AC-3(4) AC-4 AC-6 AC-7 AC-11(1) AC-17(2) AC-18(1) AC-19 AC-20(1) AC-20(2) AC-22	<u>Audit & Accountability</u> AU-2 AU-3 AU-6(1) AU-7 AU-8 AU-9 <u>Configuration Management</u> CM-2 CM-6 CM-7 CM-8	<u>Identification and Authentication</u> IA-2 IA-4 IA-5(1) <u>Incident Response</u> IR-2 IR-4 IR-5 IR-6 <u>Maintenance</u> MA-4(6) MA-5	<u>Media Protection</u> MP-4 MP-6 <u>Physical and Environmental Protection</u> PE-2 PE-3 PE-5 <u>Program Management</u> PM-10 <u>Risk Assessment</u> RA-5	<u>System & Comm Protection</u> SC-2 SC-4 SC-7 SC-8(1) SC-13 SC-15 SC-28 <u>System & Information Integrity</u> SI-2 SI-3 SI-4
<u>Awareness &</u>	<u>Contingency</u>			

<u>Training</u> AT-2	<u>Planning</u> CP-9	MA-6		
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Legend:

- AC: Access Control
- AT: Awareness and Training MP:
- AU: Auditing and Accountability
- CM: Configuration Management
- CP: Contingency Planning
- IA: Identification and Authentication
- IR: Incident Response
- MA: Maintenance
- MP: Media Protection
- PE: Physical & Environmental Protection
- PM: Program Management
- RA: Risk Assessment
- SC: System & Communications Protection
- SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

- (i) Data Universal Numbering System (DUNS).
- (ii) Contract numbers affected unless all contracts by the company are affected.
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
- (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).
- (v) Contracting Officer point of contact (address, position, telephone, email).
- (vi) Contract clearance level.
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.
- (viii) DoD programs, platforms or systems involved.
- (ix) Location(s) of compromise.
- (x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or

entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(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
-----	-----
.....	

(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
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(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 reparable and DoD serially managed nonreparable as specified in Attachment Number ----.

(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)

252.216-7006 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 during the periods identified in the table below and be limited to no more than 10 years after award of the base contract.

CLIN	Description	Ordering Period
0001	DMR 100W Ship Power Amplifer	IAW Section B PA Pricing Tables B-1 through B-5
0002	DMR 200W Ship/Shore Power Amplifier	IAW Section B PA Pricing Tables B-6 through B-10
0003	DMR 200W Submarine Power Amplifier	IAW Section B PA Pricing Tables B-11 through B-15
0004	Engineering Services	Contract Award through 60 MACA
0005	Other Direct Costs	Contract Award through 60 MACA
0006	Material in Support of Engineering Upgrades	Contract Award through 60 MACA
0007	CDRLs	Contract Award through 60 MACA
OPTION 1		
1001	DMR 100W Ship Power Amplifer	IAW Section B PA Pricing Tables B-16 through B-18
1002	DMR 200W Ship/Shore Power Amplifier	IAW Section B PA Pricing Tables B-19 through B-21
1003	DMR 200W Submarine Power Amplifier	IAW Section B PA Pricing Tables B-22 through B-24
1004	Engineering Services	61 MACA through 96 MACA
1005	Other Direct Costs	61 MACA through 96 MACA
1006	Material in Support of Engineering Upgrades	61 MACA through 96 MACA

1007	CDRLs	61 MACA through 96 MACA
OPTION 2		
2001	DMR 100W Ship Power Amplifier	IAW Section B PA Pricing Tables B-25 through B-26
2002	DMR 200W Ship/Shore Power Amplifier	IAW Section B PA Pricing Tables B-27 through B-28
2003	DMR 200W Submarine Power Amplifier	IAW Section B PA Pricing Tables B-29 through B-30
2004	Engineering Services	97 MACA through 120 MACA
2005	Other Direct Costs	97 MACA through 120 MACA
2006	Material in Support of Engineering Upgrades	97 MACA through 120 MACA
2007	CDRLs	97 MACA through 120 MACA

(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)

252.246-7006 Warranty Tracking of Serialized Items (JUN 2011)

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

Duration means the warranty period. This period may be a stated period of time, amount of usage, or the occurrence of a specified event, after formal acceptance of delivery, for the Government to assert a contractual right for the correction of defects.

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

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

First use means the initial or first-time use of a product by the Government.

Fixed expiration means the date the warranty expires and the Contractor's obligation to provide for a remedy or corrective action ends.

Installation means the date a unit is inserted into a higher level assembly in order to make that assembly operational.

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/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Item type means a coded representation of the description of the item being warranted, consisting of the codes C--component procured separate from end item, S--subassembly procured separate from end item or subassembly, E--embedded in component, subassembly or end item parent, and P--parent end item.

Starting event means the event or action that initiates the warranty.

Serialized item means each item produced is assigned a serial number that is unique among all the collective tangible items produced by the enterprise, or each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment within the enterprise identifier. The enterprise is responsible for ensuring unique serialization within the enterprise identifier or within the part, lot, or batch numbers, and that serial numbers, once assigned, are never used again.

Unique item identifier means a set of data elements marked on an item that is globally unique and unambiguous.

Usage means the quantity and an associated unit of measure that specifies the amount of a characteristic subject to the contractor's obligation to provide for remedy or corrective action, such as a number of miles, hours, or cycles.

Warranty administrator means the organization specified by the guarantor for managing the warranty.

Warranty guarantor means the enterprise that provides the warranty under the terms and conditions of a contract.

Warranty repair source means the organization specified by a warranty guarantor for receiving and managing warranty items that are returned by a customer.

Warranty tracking means the ability to trace a warranted item from delivery through completion of the effectivity of the warranty.

(b) Reporting of data for warranty tracking and administration. The Contractor shall provide all information required by Attachment ----, Warranty Tracking Information on each contract line item number, subline item number, or exhibit line item number for warranted items. The Contractor shall provide all information required by Attachment --, Warranty Repair Source Instructions, prior to, but not later than when the warranted items are presented for receipt and/or acceptance. The "Warranty Item Unique Item Identifier" data category may also be completed in conjunction with Attachment ----, Warranty Repair Source Instructions. Information required in the warranty attachment shall include such information as duration, enterprise, enterprise identifier, first use, fixed expiration, installation, issuing agency, item type, starting event, serialized item, unique item identifier, usage, warranty administrator, warranty guarantor, warranty repair source, and warranty tracking. The Contractor shall submit the data for warranty tracking to the Contracting Officer with a copy to the requiring activity and the Contracting Officer Representative.

(c) Reservation of rights. The terms of this clause shall not be construed to limit the Government's rights or remedies under any other contract clause.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

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

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	QUANTITY
DESCRIPTION	LINE ITEMS	
<hr/>		
TOTAL <hr/>		

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Section J – List of Documents, Exhibits and Other Attachments

Attachment (1)	Digital Modular Radio (DMR) Statement of Work (SOW) for the 100W and 200W Power Amplifiers, dated 03 September 2015
Attachment (2)	Digital Modular Radio (DMR), AN/USC-61 (C); Appendix C of the DMR External RF Control Interface, Ethernet Messages, DRAFT dated 28 April 2015
Attachment (3)	Digital Modular Radio (DMR), AN/USC-61 (C); External RF Control Network Ethernet Message Details for DMR Compatible 100W and 200W VHF/UHF RF Power Amplifiers, DRAFT dated 28 April 2015
Attachment (4)	Digital Modular Radio (DMR), AN/USC-61 (C); Interface Description Document for the DMR External RF 100W and 200W VHF/UHF High Power RF Amplifiers, dated 28 April 2015
Attachment (5)	100W Performance Specification, Digital Modular Radio (DMR), Power Amplifier, dated 21 July 2015
Attachment (6)	200W Ship/Shore Performance Specification, Digital Modular Radio (DMR), Power Amplifier, dated 21 July 2015
Attachment (7)	200W Submarine Performance Specification, Digital Modular Radio (DMR), Power Amplifier, dated 21 July 2015
Attachment (8)	Digital Modular Radio (DMR) Power Amplifier (PA) Interoperability Test Procedures, dated 15 June 2015
Attachment (9)	Structureborne Noise Criteria for Forward End Deck Mounted Electronics Equipment, dated 18 July 2005
Attachment (10)	Past Performance Reference Information Sheet
Attachment (11)	Past Performance Questionnaire/Survey
	EXHIBITS
Exhibit (A)	100W and 200W Power Amplifier Contract Data Requirements List (CDRL), dated 03 September 2015

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) (as modified via 252.204-7007)

(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 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 certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() 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:

x (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) (1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military

Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment—Wage Rates or

Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

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

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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

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

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

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

(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

(ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

(iv) 252.225-7031, Secondary Arab Boycott of Israel.

(v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

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

change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.225-18 PLACE OF MANUFACTURE (MAR 2015)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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)

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				Name of Person
Software to be Furnished				Asserting
With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	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)

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-303 REPRESENTATION REGARDING EMPLOYMENT OF NAVY PERSONNEL (DEC 1999)

The Contractor represents that he does, does not now employ or intend to employ any person for work under this contract who is a current civilian employee or active duty member of the United States Navy. Affirmative representations must be fully explained in writing and attached hereto. (Include the names of such persons and the Naval activity which employs them.)

(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)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	NOV 2014
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-13	Notice Of Progress Payments	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.215-7008	Only One Offer	OCT 2013

CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)

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

(1) ASSIST (<https://assist.dla.mil/online/start/>);

(2) Quick Search (<http://quicksearch.dla.mil/>);

(3) ASSISTdocs.com (<http://assistdocs.com>).

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

(1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates awarding two (2) or more Indefinite Delivery/Indefinite Quantity (IDIQ) contracts resulting from this solicitation, which are planned to include Firm-Fixed-Price (FFP) Contract Line Item Numbers (CLINs) for hardware, Cost-Plus Fixed Fee (CPFF) CLINs for Engineering Services, Cost-type CLINs for Other Direct Costs (ODCs) and FFP CLINs for Hardware Upgrades.

(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

Alexander Holtet

Contracting Officer

Space and Naval Warfare Systems Command(SPAWARSYSCOM)

Contracts Directorate

4301 Pacific Highway

San Diego, CA 92110-3127

Telephone: 858-537-0295

E-mail: alexander.holtet@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)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation (Section J Attachments (1) through (7), (9) and Exhibit A) are not available for distribution but may be examined at the following location: <https://nesi.spawar.navy.mil/projects/dmr200wpa>. To request access to this secured website, each company must sign and return the Non-Disclosure Agreement (NDA) and the Department of Defense (DD) Form 2345 posted on the e-commerce site entitled, "Bidder's Repository NDA" and provide the e-mail address and phone number for each requested user to anh.trang@navy.mil. Each company may request access for up to two (2) representatives. Each user is required to be a United States (U.S.) Department of Defense (DoD) contractor and have a valid DoD or External Certificate Authority (ECA) issued Public Key Infrastructure (PKI) certificate to gain access to the website. If an offeror is a U.S. DoD contractor and does not have a valid DoD or ECA issued PKI certificate, contact Anh Trang at 858-537-0346 for further instruction. The Government will provide instructions on how to access the secured site to the approved company representatives after their NDAs are received.

(End of provision)

252.246-7005 Notice of Warranty Tracking of Serialized Items (JUN 2011)

(a) Definition. Unique item identifier and warranty tracking are defined in the clause at 252.246-7006, Warranty Tracking of Serialized Items.

(b) Reporting of data for warranty tracking and administration. The offeror shall provide the information required by Attachment --, Warranty Tracking Information, (indicated by a single asterisk (*)), on each contract line item number, subline item number, or exhibit line item number for warranted items. The offeror shall provide all information required by Attachment --, Warranty Repair Source Instruction, prior to, but not later than when the warranted items are presented for receipt and/or acceptance. The ``Warranty Item Unique Item Identifier data category may also be completed in conjunction with Attachment --, Warranty Repair Source Instruction. Information required in the warranty attachment shall include such information as duration, enterprise, enterprise identifier, first use, fixed expiration, installation, issuing agency, item type, starting event, serialized item, unique item identifier, usage, warranty administrator, warranty guarantor, warranty repair source, and warranty tracking. The offeror shall submit the data for warranty tracking to the Contracting Officer.

(End of provision)

L-303 ALTERNATIVES TO MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS (JUL 1999)

(a) The Department of Defense is--

(1) committed to minimizing the use of military and federal specifications and standards; and

(2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The offeror--

(1) is encouraged to identify and propose alternatives to specifications and standards cited in this solicitation;

(2) may submit a proposal to the Contracting Officer that, as a minimum, consists of--

(i) a copy of the proposed alternatives;

(ii) a comparison of the proposed alternatives to the specification or standards cited in the solicitation; and

(iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If an alternative proposal is not considered for the instant procurement, it will be considered for future procurements. If the Contracting Officer does not accept the offeror's proposed alternative, the offeror agrees to perform in accordance with the specified requirements.

(End of provision)

L-317 SUBMISSION OF PROPOSALS (COMPLEX) (JUL 1999)

1.0 QUESTIONS: Offerors may submit questions concerning, or request clarification of, any aspect of this Request For Proposal (RFP). All questions shall be submitted in writing by electronic means through the Digital Modular Radio (DMR) 100 Watt (W)/200W Power Amplifiers (PA) solicitation page on the Space and Naval Warfare Command (SPAWAR) e-Commerce website at <https://e-commerce.sscno.nmci.navy.mil>. no later than **15 calendar days** after issuance of this RFP. 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. The Government will use its best efforts to respond to Offeror questions and comments; however, responses are not guaranteed. All questions and answers will be posted on the SPAWAR e-Commerce website at <https://e-commerce.sscno.nmci.navy.mil>.

2.0 PROPOSAL REQUIREMENTS:

2.1 PROPOSAL ORGANIZATION, FORMAT AND CONTENT

2.1.1 Proposal Organization: Proposals submitted in response to this requirement shall be unclassified and shall consist of three (3) separately bound volumes identified as follows:

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

2.1.2 Proposal Format: In addition to all other requirements to this solicitation, each offeror shall demonstrate its capability by means of a detailed proposal in each of the areas indicated under Section M – Evaluation Factors for Award.

The Offeror’s proposal volumes shall include the following:

Table 1.

# of Paper Copies	Item	Page Limit
One (1)	VOLUME I: CONTRACT	
	Section 1: Cover Letter	Two (2) pages
	Section 2: Exceptions to the RFP	No Limit
	Section 3: Signed Standard Form (SF) 33 with completed Sections B through K	No Limit
	Section 4: Response to Provision 252.227-7017	No Limit
	Section 5: Response to Mandatory Requirement	No Limit
	Section 6: Proprietary Data Protection Agreements (PDPAs)	No Limit
One (1)	VOLUME II: TECHNICAL	
	Section 1: Specification Compliance (<i>Factor 1</i>)	No Limit
	Section 2: Reliability (<i>Factor 2</i>)	20 pages
	Section 3: Past Performance (<i>Factor 3</i>)	Two (2) page limit per past contract
One	VOLUME III: PRICE PROPOSAL	

(1)	Section 1: Section B price schedule	No Limit
	Section 2: Section B PA Pricing Tables	No Limit

Information submitted in excess of the established page limits will not be read or evaluated. Page limits do not include cover sheets, table of contents, requirements compliance matrices, lists of figures, lists of drawings, lists of proprietary data, glossaries, tabs, dividers, or blank pages.

DO NOT INCLUDE PRICING INFORMATION IN ANY VOLUME OTHER THAN THE VOLUME I CONTRACT DOCUMENTATION AND VOLUME III PRICE PROPOSAL. If pricing information is found in any other volume, the pricing information will be redacted from that volume prior to evaluation and, therefore, the redacted information will not be evaluated.

Paper copies of the proposal shall be submitted as follows:

1. **Binding and Labeling:** Each volume of the proposal shall be separately bound in a three (3) ring binder. A cover sheet shall be affixed to each volume, clearly marked as to the volume number, the copy number, the RFP identification and the Offeror's name. The volume and copy numbers shall appear on the spine of the volume binder to permit rapid accounting when the volume is placed in a vertical position in a storage cabinet.
2. **Format:** The proposal shall be on 8-1/2" x 11" paper with single-spaced typed lines, including figures, glossaries, table of contents and cover sheets. Each sheet shall be printed on both sides. Type size shall be Times New Roman and no smaller than 12 point in the text, 10 point in spreadsheets, and six (6) point on drawings, figures, and tables. Foldouts may be used, but shall be no larger than 11" by 17", shall be printed on one (1) side only, and shall count as two (2) pages. Standard margins shall be a minimum of one (1) inch, excluding header and footer. The volumes shall contain a glossary of abbreviations and acronyms used and an explanation of each. No pen and ink changes are allowed.
3. **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.

3.0 PROPOSAL VOLUMES

The Offeror must provide sufficient detail to substantiate the validity of all stated claims. An Offeror's proposal is presumed to represent their best efforts to respond to the solicitation. Proposals should be clear, concise and complete. Organization, clarity, accuracy of information, relevance, and completeness are of prime importance. Sufficient supporting information shall be provided to allow the Government to evaluate the Offeror's approach. Stating that the Offeror understands and complies with this effort or paraphrasing the statements of the RFP is considered inadequate and unacceptable. Phrases such as: "Standard procedures will be employed" and "well known techniques will be used" are also considered inadequate. Elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork and expensive visual or other presentation aids are not necessary.

Proposals shall correlate directly and sequentially with the following specific proposal preparation instructions. Non-conformance to the instructions may cause rejection of the proposal. Proposals shall be complete and self-sufficient, relate exactly to what is requested and proposed, and strictly adhere to the requirements of this solicitation. 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. Tables of contents, blank pages, requirements compliance matrices, lists of tables, list of drawings, list of figures, glossaries, and lists of proprietary data do not count against the page limitations.

Paper and electronic copies of the proposal shall be submitted as follows:

3.1 VOLUME I – CONTRACT. The required content for each contract volume section is described below. This volume is the Offeror's contractual commitment, complete in every respect and ready for acceptance by the Government. The Offeror's proposal shall be signed by a company official having actual authority to bind the contractor contractually.

3.1.1 Section 1: Cover Letter/Executive Summary. The Offeror's proposal shall include a cover letter on company letterhead and signed by an executive 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 Defense Contract Audit Agency (DCAA) 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. The above listed information (items 1-7) shall also be provided for all proposed subcontractors.

3.1.2 Section 2: Exceptions to the RFP. The Offeror's proposal shall include any exceptions to the provisions of the solicitation. The Offeror shall clearly state the exceptions and provide references to the applicable solicitation page, paragraph or exhibit line item number. The Offeror shall provide a full explanation for all exceptions taken to the solicitation. Any material exceptions to the solicitation may render the proposal

unacceptable and ineligible for award on initial proposals. If the Offeror takes no exceptions to the provisions of the solicitation, the Offeror shall state "No exceptions".

- 3.1.3 Section 3: Signed SF33 with completed Sections B through K.** The Offeror's proposal shall complete Sections B through K of the RFP and provide a signed SF33 acknowledging all amendments. Signature by the Offeror on the SF 33 constitutes an offer, which the Government may accept.
- 3.1.4 Section 4: Response to Provision 252.227-7017.** The Offeror shall submit data rights information pertaining to technical data or computer software in accordance with DoD FAR (DFARS) 252.227-7017.
- 3.1.5 Section 5: Response to Mandatory Requirement.** Demonstrating PA interoperability is a mandatory requirement. The Government will not evaluate an Offeror's proposal for any product(s) that have not successfully passed DMR Interoperability Testing in accordance with the DMR PA Interoperability Test Procedures identified in Contract Attachment 8. Passing the interoperability test does not remove the requirement to demonstrate performance specification compliance in accordance with Factor 1.

Offerors are invited to bring their PAs to a Government lab for DMR interoperability testing. The testing period will commence on 06/15/2015 and close three (3) business days prior to the date proposals are to be submitted. Government labs located in San Diego, CA, and St. Ingoes, MD, will be made available to all Offerors on a first-come basis. Government lab availability will be scheduled in four (4) hour windows, with a maximum of three (3), four (4) hour visits per Offeror permitted during the established testing period. No more than one (1) testing window may be scheduled at a time.

Offerors are not required to demonstrate interoperability using all three (3) PA variants. An Offeror who successfully demonstrates DMR interoperability using either the 100W Ship PA or the 200W Submarine PA shall be certified as interoperable for all three (3) PA variants. However, an Offeror who successfully demonstrates interoperability using the 200W Ship/Shore PA variant must also perform testing using either the 100W Ship PA or the 200W Submarine PA variant to be certified as interoperable with the DMR for all three (3) PA variants.

Government personnel will facilitate the test setup and control the DMR during the test, but will not operate any of the Offeror's equipment. No bailment agreements will be executed and the Government shall not be held liable for any direct or indirect damages to the Offeror's equipment. Site specific security requirements will apply for all visitation requests.

In their proposal, the Offeror shall provide as proof of interoperability a copy of the DMR Power Amplifier Interoperability Test Report, which identifies which of their products was tested, on what date(s), and whether or not the products successfully passed DMR Interoperability Testing in accordance with the DMR PA Interoperability Test Procedures identified in Contract Attachment 8.

- 3.1.6 Section 6: Proprietary Data Protection Agreement.** Contractor support personnel from Booz Allen Hamilton (BAH) will be assisting the Government during source selection by providing administrative support. This assistance will not include rating, evaluating or scoring of the proposal itself. **Responses to this solicitation MUST clearly state whether permission is granted allowing BAH access to the Offeror's proposal.** Should such permission be denied, the Government will review the Offeror's

proposal without the administrative contractor support identified. Offerors are encouraged to execute a Proprietary Data Protection Agreement (PDPA) with this company. Subcontractors that provide proposal information separate from the prime contractor’s proposal submittal shall clearly state whether permission is granted allowing the contractor support identified above access to the subcontractor’s proposal. If previous PDPA’s have been executed the Offeror shall state whether or not they are applicable under this solicitation. The point of contact for the company is listed below:

Company	POC	Contact Information
BAH	Richard Burroughs	email: burroughs_richard@bah.com phone: 619-221-4538

3.2 VOLUME II - TECHNICAL Each Offeror shall submit a written proposal in accordance with Sections 1 through 3 below to enable the Government to evaluate the extent to which the proposed equipment meets the Government’s requirements. Wherever relevant, the Offeror is encouraged to use cross-references to the applicable sections of the proposal, rather than repeating that information in the several sections of this volume. **No pricing information shall be included in the technical volume.**

3.2.1 Section 1, Specification Compliance (Factor 1). Offerors shall submit performance data for each respective DMR 100W, 200W Ship/Shore, and/or 200W Submarine PA, which the Offeror is proposing to deliver. This performance data shall include:

- (1) Performance specification of the offered PA
- (2) First article performance test procedures and test results
- (3) Environmental test procedures and test results
- (4) Electromagnetic environmental effects test procedures and test results
- (5) Prime power test procedures and test results
- (6) Acceptance Test Procedures (ATP) and test results (a maximum of 10 sets of ATP data)
- (7) Requirement validation test procedures and test results
- (8) A matrix showing the correlation between the offered performance specification and test data and the Government’s performance specifications

Offerors shall submit information which correlates to the information in the above list (items 1-8). Offerors shall address any omissions to the items above to the maximum extent possible.

Section 2, Reliability (Factor 2). Minimum Mean Time Between Failure (MTBF) requirements are identified in the three (3) Performance Specifications: DMR 100W Ship PA (paragraph 3.20), DMR 200W PA 30-512 Megahertz (MHz) (paragraph 3.20), and DMR Surface Ship / Shore Ultra High Frequency (UHF) Satellite Communication (SATCOM) 200W PA (paragraph 3.20). Each offeror shall provide information which demonstrates the ability to design and manufacture PAs that can meet the reliability requirements identified for the specific PA being offered. Historical MTBF data for the offered PA is considered the most meaningful data by the government, i.e. repair history on proposed product and duty

cycle. Offerors shall provide information on the aspects of their PA design and manufacture which promote better reliability. Offerors may provide any other information related to reliability of the offered PA such as a calculated MTBF.

The offeror shall also provide actual historical data on Mean Time To Repair (MTTR) and Average Cost to Repair (ACTR) for the offered PA. Data should be inclusive of the entire product history, but no older than 10 years.

3.2.2 Section 3, Past Performance (Factor 3). Each Offeror shall provide past performance information on recent contracts performed by the Offeror and/or its proposed significant subcontractors for efforts relevant to the requirements of this RFP. "Relevant" is defined as a PA that operates with a DoD System. "Recent" is defined as a contract currently being performed or within the last 10 years.

Past performance on Federal Government contracts shall be provided if available. If the Offeror does not have Federal Government contracts within the last 10 years, information on relevant state, local Government, and/or commercial contracts and/or subcontracts may be submitted instead. Furthermore, past performance information may also include predecessor companies who have past performance similar and relevant to the requirements of this RFP.

Offerors that have no relevant record of past performance must submit a signed and dated statement to that effect. Offerors with no past performance will receive a Neutral rating.

(1) **Attachment 10:** The Offeror shall provide past performance information by completing Attachment 10, "Past Performance Reference Information Sheet", for up to three (3) contracts.

This information shall be submitted for no more than three (3) of the most current and relevant contracts for the prime contractor and/or proposed subcontractors.

(2) **Attachment 11:** If the Offeror's Past Performance information is located in the Contractor Performance Assessment Reporting System (CPARS) or the Past Performance Information Retrieval System (PPIRS) (as indicated in Block 15 of Attachment 10), then it is not necessary for Attachment 11 to be submitted. If available, attach the most recent CPARS evaluation for each experience (not counted against the page limitation). If CPARS evaluations are unavailable, ensure that the references (Block 9(a)/9(b)) contact information is accurate.

For those Offerors whose past performance information is not located on the automated systems, Offerors shall contact their references and request that each reference complete Attachment 11 "Past Performance Questionnaire/Survey" email the survey DIRECTLY to anh.trang@navy.mil.

The Government may consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information. The Government reserves the right to utilize other past performance information considered relevant that may be located in CPARS or other reporting systems.

The Government reserves the right to use past performance information obtained from sources other than those identified by the Offeror. This past performance information may be used for the evaluation of past performance.

The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror.

3.3 VOLUME III - PRICE PROPOSAL. This volume shall contain price information only. The guidelines and requirements in this section are provided to (1) aid offerors in preparing their price proposal; and (2) aid the Government in reviewing and evaluating the offeror's price proposal. The Government's intent is to provide instructions that will allow the offeror to develop clear, concise, and comprehensible proposals and to minimize data requests by the Government during the proposal evaluation process. Information contained in this volume that relates to any of the other Evaluation Factors will not be considered at all in the evaluation.

The Offeror's Price Proposal shall consist of the following:

- 1) Section B Pricing Schedule
- 2) Section B PA Pricing Tables

The Offeror shall price out all of Section B, including all CLINs.

3.3.1 Section 1, Section B Pricing Schedule. The Offeror shall bid all Engineering Services (CLINs 0004, 1004, 2004), Other Direct Costs (ODCs) (CLINs 0005, 1005, 2005) Hardware Upgrades (CLINs 0006, 1006, 2006) and Contract Data Requirements List (CDRLs) (CLINs 0007, 1007, 2007) EXACTLY as specified below.

3.3.1.1 Engineering Services. These Not-to-Exceed (NTE) CPFF CLINs shall be proposed EXACTLY as follows:

CLIN	Amount
0004	\$450,000.00
1004	\$270,000.00
2004	\$180,000.00

The Government anticipates that the Engineering Services will consist mainly of software upgrades and services associated with the fielding of 100W and 200W PAs procured under the resultant contract. Any proposed fee associated with the Engineering Services, shall be included as part of, not added to, the specified costs (i.e. CLIN 0004 must show a total price of \$450,000.00, not \$450,000.00 plus fee). Fixed Fee is capped at 8 percent. Fee that is proposed in excess of this threshold will be adjusted down to the cap.

3.3.1.2 ODCs. NTE Cost-type CLINs shall be proposed EXACTLY as follows:

CLIN	Amount
0005	\$50,000.00
1005	\$30,000.00
2005	\$20,000.00

It is anticipated that ODCs will consist mainly of travel and incidental material costs. Any indirect costs associated with ODCs, for example handling, shall be included as part of, not added to, the specified costs.

3.3.1.3 Hardware Upgrades. These NTE FFP CLINs shall be proposed EXACTLY as follows:

CLIN	Amount
0006	\$500,000.00
1006	\$300,000.00
2006	\$200,000.00

The Government anticipates that the Hardware Upgrades will consist mainly of hardware associated with configuration changes to PAs procured under the resultant contract. The quantity and exact specifications for future hardware changes are unknown at this time and will therefore be competitively priced and

procured via the delivery order process, with the contract holders. For contract pricing purposes, all Offeror's shall include the NTE ceiling amount identified above, for these Hardware Upgrade CLINs.

3.3.1.4 Data. Data is Not Separately Priced (NSP) so CLINs shall be proposed EXACTLY as follows:

CLIN	Amount
0007	\$0.00
1007	\$0.00
2007	\$0.00

The costs associated with producing the CDRLs should be included in the supporting CLINs.

3.3.1.5 Power Amplifiers. For the FFP PA CLINs (0001 – 0003, 1001 – 1003, 2001 – 2003), the Offeror shall populate all fields of at least one (1) of the variants and provide the unit prices in Section 2 of the contractor's Volume III Price Proposal. The unit prices in the Section 2 PA pricing tables shall match those that appear in Section B of the proposal. For evaluation purposes, the estimated procurement quantities (A) are as follows:

CLIN/Description	Table	Est. Qty (A)	Unit Price (B)	Evaluated Price (A x B)
CLIN 0001 - 100W Ship PA	B-1	32		
	B-2	105		
	B-3	78		
	B-4	78		
	B-5	78		
				CLIN 0001 Total:
CLIN 0002 - 200W Ship/Shore PA	B-6	51		
	B-7	50		
	B-8	100		
	B-9	140		
	B-10	136		

			CLIN 0002 Total:	\$.
CLIN 0003 - 200W Submarine PA	B-11	15		
	B-12	6		
	B-13	9		
	B-14	9		
	B-15	33		
			CLIN 0003 Total:	\$.

CLIN/Description	Table	Est. Qty (A)	Unit Price (B)	Evaluated Price (A x B)
CLIN 1001 - 100W Ship PA	B-16	78		
	B-17	78		
	B-18	78		
			CLIN 1001 Total:	\$.
CLIN 1002 - 200W Ship/Shore PA	B-19	128		
	B-20	144		
	B-21	148		
			CLIN 1002 Total:	\$.
CLIN 1003 - 200W Submarine PA	B-22	33		
	B-23	30		
	B-24	21		
			CLIN 1003 Total:	\$.

CLIN/Description	Table	Est. Qty (A)	Unit Price (B)	Evaluated Price (A x B)
CLIN 2001 - 100W Ship PA	B-25	78		

	B-26	78		
			CLIN 2001 Total:	\$.
CLIN 2002 - 200W Ship/Shore PA	B-27	32		
	B-28	32		
			CLIN 2002 Total:	\$.
CLIN 2003 - 200W Submarine PA	B-29	9		
	B-30	9		
			CLIN 2003 Total:	\$.

The estimated quantities identified in this RFP reflect an estimate of what the Government may acquire, over the life of this contract. The Government does not guarantee that it will actually exercise options or order the quantities and types of products listed above. The current estimate is provided for the contractor's information and the Government's use in evaluating proposals. Offerors may propose all PA variant CLINs, or specific CLINs (i.e. 100W Ship, 200W Submarine, or 200W Ship/Shore version CLINs) based on the offeror's capabilities.

3.3.2 Section 2, Power Amplifier (PA) Pricing Tables. Offerors shall populate Section B PA Pricing Tables B-1 through B-30 with their offered unit prices in the eight (8) quantity ranges identified in the tables (shown below):

BASE CONTRACT			Unit Price @ Quantity							
			1 - 5	6 - 10	11 - 20	21 - 40	41 - 60	61 - 80	81 - 110	≥ 111
CLIN / Description	Table	Ordering Period								
CLIN 0001 - 100W Ship PA	B-1	Contract Award through 12 Months After Contract Award (MACA)								
	B-2	13 MACA through 24 MACA								
	B-3	25 MACA through 36 MACA								
	B-4	37 MACA through 48 MACA								
	B-5	49 MACA through 60 MACA								
CLIN 0002 - 200W Ship/Shore PA	B-6	Contract Award through 12 MACA								
	B-7	13 MACA through 24 MACA								
	B-8	25 MACA through 36 MACA								
	B-9	37 MACA through 48 MACA								
	B-10	49 MACA through 60 MACA								
CLIN 0003 - 200W Submarine PA	B-11	Contract Award through 12 MACA								
	B-12	13 MACA through 24 MACA								
	B-13	25 MACA through 36 MACA								
	B-14	37 MACA through 48 MACA								
	B-15	49 MACA through 60 MACA								

SOURCE SELECTION SENSITIVE

SEE FAR 2.101 & 3.104

OPTION 1

CLIN / Description	Table	Ordering Period	Unit Price @ Quantity							
			1 - 5	6 - 10	11 - 20	21 - 40	41 - 60	61 - 80	81 - 110	≥ 111
CLIN 1001 - 100W Ship PA	B-16	61 MACA through 72 MACA								
	B-17	73 MACA through 84 MACA								
	B-18	85 MACA through 96 MACA								
CLIN 1002 - 200W Ship/Shore PA	B-19	61 MACA through 72 MACA								
	B-20	73 MACA through 84 MACA								
	B-21	85 MACA through 96 MACA								
CLIN 1003 - 200W Submarine PA	B-22	61 MACA through 72 MACA								
	B-23	73 MACA through 84 MACA								
	B-24	85 MACA through 96 MACA								

OPTION 2

CLIN / Description	Table	Ordering Period	Unit Price @ Quantity							
			1 - 5	6 - 10	11 - 20	21 - 40	41 - 60	61 - 80	81 - 110	≥ 111
CLIN 2001 - 100W Ship PA	B-25	97 MACA through 108 MACA								
	B-26	109 MACA through 120 MACA								

SOURCE SELECTION SENSITIVE

SEE FAR 2.101 & 3.104

CLIN 2002 - 200W Ship/Shore PA	B-27	97 MACA through 108 MACA								
	B-28	109 MACA through 120 MACA								
CLIN 2003 - 200W Submarine PA	B-29	97 MACA through 108 MACA								
	B-30	109 MACA through 120 MACA								

Offerors are required to propose pricing for **one (1) or more** PA variant (100W Ship, 200W Ship/Shore or 200W Submarine). Note: An Offeror choosing not to bid a particular variant may be eligible for contract award, but the Government will not award a contract to include those CLINs that were not bid.

This is a competitive acquisition and adequate competition is anticipated. The supporting cost documentation requested is not considered certified cost or pricing data and shall not be certified in accordance with FAR 15.403-5. However, if after receipt of proposals the Procuring Contracting Officer (PCO) determines that adequate competition does not exist, the PCO reserves the right to conduct negotiations and obtain certified cost or pricing data pursuant to FAR Part 15. In accordance with the Office of the Undersecretary of Defense (Acquisition, Technology, and Logistics) memorandum of 24 November 2010 entitled "Improving Competition in Defense Procurements", and the 27 April 2011 Office of the Undersecretary of Defense (Acquisition, Technology, and Logistics) memorandum that provided amplifying guidance, the negotiated price should not exceed the offered price. By submitting a proposal, the Offeror grants the PCO, or an authorized representative, the right to examine records that form the basis of the cost proposal. This examination and review can take place at any time before award.

(End of provision)

L-319 SPECIFICATION TAILORING (DEC 1999)

Offerors are encouraged to propose deviations from those specification and standard requirements and to request changes to performance schedules and other requirements in the solicitation which allow significant cost savings. A statement of reason(s) for the deviation(s) and changes, including alternatives, with an estimate of the anticipated savings shall be provided. Trade-off analyses for the alternatives with schedule implications shall be included.

(End of provision)

L-335 ESTIMATED EFFECTIVE AWARD DATE (DEC 1999)

For Bidding/Proposal purposes the estimated effective date of contract award is 02/09/2016.

(End of provision)

L-343 CONTRACTOR RESPONSIBILITY (JUN 2002)

To aid in the determination of contractor responsibility, the following information is required:

(a) Information regarding the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statements. If you are currently being audited, or have been audited by the Defense Contract Audit Agency (DCAA), provide the address, current telephone number, and current point of contact for the cognizant DCAA and the cognizant Defense Contract Management Area Office (DCMAO). Also include the latest approval date of your Disclosure Statement (not applicable to Small Businesses) and most recent audit status, i.e., when was the last one performed, what were the findings, etc.

(b) A listing of previous and/or ongoing experience in related areas. Include the contracting activity, program or item produced, contract number, current point of contact, current telephone number, duration of contract, type of contract and total dollar amount of contract. Please ensure information provided is current and up-to-date. If this solicitation includes provision L-325, "Past Performance Information," and if the offeror believes that the information provided thereunder adequately addresses the requirements of this provision, please so state here. Repetition of the same information is not necessary.

(c) A summary of your:

(1) accounting procedures and controls.

- (2) organization.
- (3) production control procedures.
- (4) property control system.
- (5) quality assurance programs.
- (6) equipment and facilities relative to this effort.

(d) If any subcontracting, provide the following information:

(1) Methodology for the selection of proposed subcontractors, if any, and the benefit they would bring to the arrangement.

(2) Analysis performed on the subcontractor's cost proposal to determine a fair and reasonable price.

(3) Draft Small Business and Small Disadvantaged Business Subcontracting Plan.

(e) A list of credit references, including suppliers. Provide company name, point of contact, and telephone number.

(f) Any other additional information that will assist in a better or complete understanding of your firm and capabilities.

(End of provision)

L-349 SUBMISSION OF ELECTRONIC PROPOSALS (SEP 2003)

- (a) Offerors shall submit their proposals electronically to SPAWAR under the instructions contained in this provision. Offerors shall submit their signed proposals as either scanned ("TIFF") or "PDF" documents. 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. 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.sscno.nmci.navy.mil>.

- (b) Offerors shall also submit one (1) signed paper version of their entire proposal to SPAWAR Attn: Anh Trang 2.1B12, Building OT4, Room 1038, 4301 Pacific Highway, San Diego, CA 92110-3127. Paper copies must be postmarked by the electronic proposal submission date or the proposal will be rejected. The electronic proposal submission described must be identical to the signed paper copy. If the two (2) documents are not identical, the paper copy will be rejected.
- (c) E-Proposal files shall not contain classified data. The offeror’s e-proposal files shall be structured and named in accordance with the conventions outlined in the table below. The full name for each file will consist of solicitation number, offeror name, volume, and content type suffix (e.g. *N00039-15-R-0225.OFFEROR_NAME.V1.CONT.pdf*). Files submitted as attachments or enclosures shall be indicated by adding .ENCLx or .ATTx, where x is the sequential attachment/enclosure for each file (e.g. *N00039-15-R-0225.OFFEROR_NAME.V2.TECH.ATT1.xls*). Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number and offeror’s name. The offeror’s e-proposal shall be in accordance with the requirements set forth below:

# of Paper Copies	Item	SECTION L REFERENCE	Page Limit	SECTION SUFFIX
One (1)	VOLUME I: CONTRACT	3.1		V1.CONT
	Section 1: Cover Letter	3.1.1	Two (2) pages	
	Section 2: Exceptions to the RFP	3.1.2	No Limit	
	Section 3: Signed SF33 with completed Sections B through K	3.1.3	No Limit	
	Section 4: Response to Provision 252.227-7017	3.1.4	No Limit	
	Section 5: Response to Mandatory Requirement	3.1.5	No Limit	
	Section 6: Proprietary Data Protection Agreements (PDPAs)	3.1.6	No Limit	
One (1)	VOLUME II: TECHNICAL	3.2		V2.TECH
	Section 1: Specification Compliance (<i>Factor 1</i>)	3.2.1	No Limit	
	Section 2: Reliability (<i>Factor 2</i>)	3.2.2	20 pages	

	Section 3: Past Performance (Factor 3)	3.2.3	Two (2) page limit per past contract	
One (1)	VOLUME III: PRICE PROPOSAL	3.3		V3.PRICE
	Section 1: Section B price schedule	3.3.1	No Limit	
	Section 2: Section B Power Amplifier (PA) Pricing Tables	3.3.2	No Limit	

- (d) The offeror’s e-proposal shall be in accordance with the requirements set forth below:
- (1) Adobe Acrobat version 4.01 or greater shall be used to create the PDF files. Optical Character Recognition (OCR) shall be enabled, document must be searchable.
 - (2) The proposal submission files may be compressed (zipped) into one, ZIP file entitled “N00039-15-R-0225.OFFEROR_NAME.ZIP” using WinZip version 6.3 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 Cost/Price Proposal. Under no circumstances shall cost and pricing type data be included elsewhere in the proposal.
- (e) Proposals submitted electronically will be considered “late” unless the offeror completes the entire transmission of the proposal prior to the due date and time for receipt of proposals. This paragraph (c) supplements the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 “Instructions to Offerors--Commercial Items”, FAR 52.214-7 “Late Submissions, Modifications, and Withdrawals of Bids”, FAR 52.214-23 “Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding”, or the FAR 52.215-1 “Instructions to Offerors--Competitive Acquisition” provision contained in the solicitation.

(End of provision)

windows, with a maximum of three (3) four (4) hour visits per Offeror permitted during the established testing period. No more than one (1) testing window may be scheduled at a time.

Offerors are not required to demonstrate interoperability using all three (3) PA variants. An Offeror who successfully demonstrates DMR interoperability using either the 100W Ship PA or the 200W Submarine PA shall be certified as interoperable for all three (3) PA variants. However, an Offeror who successfully demonstrates interoperability using the 200W Ship/Shore PA variant must also perform testing using either the 100W Ship PA or the 200W Submarine PA variant to be certified as interoperable with the DMR for all three (3) PA variants.

Government personnel will facilitate the test setup and control the DMR during the test, but will not operate any of the Offeror's equipment. No bailment agreements will be executed and the Government shall not be held liable for any direct or indirect damages to the Offeror's equipment. Site specific security requirements will apply for all visitation requests.

In their proposal, the Offerer shall provide as proof of interoperability a copy of the DMR PA Interoperability Test Report, which identifies which of their products was tested, on what date(s), and whether or not the products successfully passed DMR Interoperability Testing in accordance with the DMR PA Interoperability Test Procedures identified in Contract Attachment 8.

Contact Anh Trang, email: anh.trang@navy.mil., to schedule a time to conduct interoperability testing. There will be no extensions for the test period.

M-313-2 EVALUATION FACTORS

(a) The contract(s) resulting from this solicitation will be awarded to the responsible Offerors whose offers conform to the solicitation and are determined to provide the "best value" to the Government. Such offers may not necessarily be the proposals offering the lowest cost or receiving the highest technical rating. Proposals will be rated and ranked on the evaluation factors listed below. **Although the Technical Factors, when combined, are significantly more important than price, price is an important factor and should be considered when preparing responsive proposals.** The importance of price as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the Offerors within the competitive range are considered essentially equal in terms of technical capability, or when price is so significantly high as to diminish the value of the technical superiority to the Government, price may become the determining factor for award. In

summary, price/technical trade-offs will be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation factors. The price factor will be evaluated utilizing price analysis techniques identified in Federal Acquisition Regulation (FAR) Part 15.404-1. Analysis will include review of price reasonableness and balanced pricing. Offerors are cautioned that "unbalanced" prices and/or unreasonably high or low prices may cause your proposal to be rejected because it poses an unacceptable risk to the Government.

(b) The Government intends to award a contract(s) without discussions as permitted by FAR 15.306(a) and 52.215-1. Therefore, Offerors are cautioned not to submit an offer which takes exception to any term or condition of this Request For Proposal (RFP) or imposes any additional condition or omits any required information without first consulting with the Contracting Officer. The Government reserves the right to conduct discussions and to permit Offerors to revise their proposals if it is in the Government's interests to do so.

Note that the Government will not award a contract to an offeror's team that has an organizational conflict of interest unless an approved mitigation plan is on file with the Contracting Officer.

(c) Evaluation of an Offeror's proposal shall be based on the information presented in the proposal and information available to the contracting office from sources deemed appropriate. Sources typically considered include, but are not limited to, the Defense Contract Audit Agency (DCAA), Defense Contract Management Agency (DCMA) offices, other contracts with same firms for similar items or services, known commercial sources such as Data Resources, Incorporated (Inc.), Standard and Poor's, etc. Proposals which are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of price, may be deemed to be reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risks of the proposed work and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process.

Note: Information gleaned from DMR interoperability testing at the Government's test facility may be used in the technical evaluation as a point of reference if an Offeror's written proposal appears to contradict actual performance witnessed by the Government during DMR interoperability testing.

(d) **Evaluation Methodology:**

Each variant type proposed by the Offeror will be evaluated against the technical and cost/price evaluation factors separately using the combined technical/risk ratings listed in Table 1 below. In

evaluating each proposed variant, a combined technical/risk adjectival rating will be assigned to each evaluated factor. A proposed variant need not have all of the characteristics of an adjectival rating description in order to receive that adjectival rating. One (1) adjectival rating will be assigned to each evaluated factor and then rolled up into one (1) overall rating of the proposed variant in its entirety. The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, and deficiencies in determining technical ratings.

Table 1. Combined Technical/Risk Ratings	
Rating	Description
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	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 performance is no worse than moderate.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one (1) or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

DEFINITIONS

MAJOR STRENGTH: An aspect of an offeror's proposal that appreciably exceeds Government's expectations or provides innovative solution. Major strengths are typically appreciably high quality of personnel, facilities, organizational experience, management, technical design or technical capabilities that may allow the offeror to perform the work most cost effectively or provide superior performance.

STRENGTH: An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

WEAKNESS: A flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

SIGNIFICANT WEAKNESS: A flaw that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

DEFICIENCY: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

(e) **Evaluation Factors and Their Importance:**

After an Offeror demonstrates its ability to meet the Mandatory Requirement identified in provision M-313-1, each proposed PA variant will be evaluated on the evaluation factors listed below. Technical factors 1 – 3 are listed in descending order of importance. Factor 1 is significantly more important than Factors 2 - 3 combined. When all non-cost evaluation factors are combined, they are significantly more important than Cost/Price.

Technical Evaluation Factors:

Factor 1: Specification Compliance

Factor 2: Reliability

Factor 3: Past Performance

Cost/Price

Any proposed PA variant rated as “unacceptable” under any of the single factors may be eliminated from award consideration.

(f) Technical Evaluation.

(i) FACTOR 1 - SPECIFICATION COMPLIANCE

The Government will evaluate the extent to which the Offeror’s DMR PAs meet the requirements prescribed in the DMR PA performance specifications, based on its submission of performance data required by provision L-317, under Factor 1. While the inability to demonstrate compliance with one (1) or more of the specification requirements may result in a less than acceptable rating, such inability does not necessarily preclude an Offeror from receiving a score of acceptable or higher. Actual specification compliance data for the offered PA is considered the most meaningful data by the government.

(ii) FACTOR 2 – RELIABILITY

Reliability is also a measure of the risk of performance. The Government will evaluate the extent to which the Offeror’s historical Minimum Mean Time Between Failure (MTBF) data for offered PAs demonstrates consistently high reliability or growth to a high reliability over time. The Government will evaluate the extent of the Offeror’s knowledge and experience with design and development of reliable PAs and how that knowledge and experience was applied to the offered PAs. The Government will also evaluate any other data that the manufacturer provides for further evidence that the PA will be reliable. Historical MTBF data for the offered PA is considered the most meaningful data by the government.

(iii) FACTOR 3 - PAST PERFORMANCE

The Government will evaluate the Offeror's relevant past performance in the areas of:

- (1) Quality of Product or Service
- (2) Cost Control
- (3) Schedule
- (4) Business Relationships
- (5) Customer Satisfaction
- (6) Repair Cost and Turn-around Time

The past performance evaluation results in an assessment of the Offerors probability of meeting the solicitation requirements. There are two (2) aspects to the past performance evaluation. The first is to evaluate the Offerors past performance to determine how relevant a recent effort accomplished by the Offeror is to this specific effort. The second is to determine how well the Offeror performed on the contract. One (1) performance confidence assessment rating is assigned for each Offeror after evaluating the Offerors recent past performance, focusing on performance that is relevant to the contract requirements.

For recency, the Government will evaluate current ongoing performance most highly. Performance within the past five (5) years will be considered recent. Performance within five (5) to 10 years will be considered somewhat recent.

For relevancy, the Government will consider efforts described in the Statement Of Work (SOW) that are similar in service/support, complexity, dollar value, contract type, and degree of subcontract/teaming delivered to Space and Naval Warfare Systems Command (SPAWAR) as most relevant. See Table 2 below.

For quality, the Government will evaluate the extent of customer satisfaction with the Offerors performance, as documented on Contractor Performance Assessment Reporting System (CPARS) or Past Performance Qualifications (PPQs) to make a judgment on the likelihood of successful future performance. In accordance with FAR 15.305(a)(2), the Government may consider past performance information submitted by the Offeror, as well as from any other appropriate source, such as the Past Performance Information Retrieval System (PIRS) or customer questionnaires. 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.

There are four (4) levels of relevancy as shown in Table 2 below. 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.

Table 2. Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. Past performance information will be evaluated to determine the quality and usefulness as it applies to the performance confidence assessment. In conducting a performance confidence assessment, each offeror shall be assigned one (1) of the ratings in Table 3 below.

Table 3. Performance Confidence Assessments	
Rating	Description

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.
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.
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.
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.
Unknown Confidence (Neutral)	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.

(iv) COST/PRICE

Cost/Price will not be a separately scored evaluation factor. Cost/Price will be considered as part of the Government’s best value analysis. The Government will weigh the value of a superior technical proposal against the price offered for that proposal. The degree of importance of Cost/Price will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

The purpose of the price evaluation is to determine whether each Offeror’s proposed price is reasonable and complete in relation to the solicitation, schedule and technical proposal. Unreasonable prices or inconsistencies between the Technical and Price proposals will be assessed as a proposal risk. The Offeror may propose to a single variant or multiple variants.

For evaluation purposes, the Total Evaluated Price of each variant solicited will be based on the sum of the total evaluated prices for all priced CLINs identified in Section B of that variant. This will include

the price for the base CLIN and all Options of that variant. Established values for the Engineering Services, ODCs and Hardware Upgrade CLINs will be included in all offeror's proposals for cost evaluation purposes.

For evaluation purposes, the Total Evaluated Price of each variant solicited will be based on the estimated procurement quantities identified in provision L-317, subsection 3.3.1.5. Price proposals will be evaluated on unit price and total contract cost while ensuring reasonableness and completeness. Price analysis will be conducted in accordance with FAR 15.404-1(b) on all firm fixed price items. In addition to evaluating the prices proposed, the Government will evaluate the extent to which evidence of unbalanced pricing exists in accordance with FAR 15.404-1(g) that may render a proposal unacceptable. The Government will evaluate the pricing based on the Offeror's response to provision L-317, subsection 3.3.1.5. Offeror's shall input their unit pricing for each and every CLIN identified in provision L-317, subsection 3.3.1.5. A total price will be calculated for evaluation purposes by multiplying the proposed unit prices by the Government's estimated quantities for all ordering periods and CLINs. The Government estimated quantities are used for evaluation purposes only. These quantities are not to be interpreted as commitment on the part of the Government to purchase at these quantities.

As part of this evaluation and with the exception of those costs to the Government that are equal across all Offerors, the Government may consider other information the Government deems relevant such as additional or reduced costs to the Government in accordance with Section L-317, Submission of Proposal.

a. Price Reasonableness. Price analysis will be conducted to determine price reasonableness in accordance with FAR 15.404-1. Each Offeror's proposed variant will be evaluated to determine if it is consistent with the Offeror's technical approach and reflects a clear understanding of the solicitation requirements. A comparison will be made between the price proposed and the product capability of each offerer to determine price reasonableness and full understanding of the technical requirements.

One (1) or more of the following techniques may be used.

- i) Comparison of proposed prices received in response to the solicitation.
- ii) Comparison of prior proposed prices and contract prices with current proposed prices for the same or similar items.
- iii) Comparison of proposed prices with independent Government price estimates.
- iv) Analysis of pricing information provided by the Offeror.

In addition to evaluating the prices proposed, the Government will evaluate the extent to which evidence of unbalanced pricing exists, between CLINs, and between different quantities within one CLIN, that may render a proposal unacceptable. Although application of learning curves or allocation of non-recurring costs may cause variations in unit prices, the Offeror shall explain any prices proposed that are unbalanced between CLINs and between different quantities within one CLIN.

b. Completeness. Completeness will be evaluated by assessing the responsiveness of the Offeror in providing price information as well as requirement data for all Request For Proposal (RFP) requirements and items in the PA Performance Specifications and proposed SOW. In addition, the price proposal will be evaluated to assess the traceability of estimates and the sufficiency of information to enable Government review.

(End of provision)