

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 82	
2. CONTRACT NO.		3. SOLICITATION NO. N00039-15-R-0254		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 05 Nov 2015	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127			CODE N00039	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
TEL: FAX:					TEL: FAX:		

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

SOLICITATION

9. Sealed offers in original and 3 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 Section L-317 until 02:00 PM local time 07 Dec 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	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)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		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	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Development of Multi-Volt Power Supply CPIF Develop a replacement MVPS for the SubHDR Antenna System in accordance with performance specification SPAWAR-S-SubHDR007 Min Fee: 0%, Target Fee: 7%, Max Fee: 10% 50/50 (Government/Contractor) below target cost 50/50 (Government/Contractor) above target cost FOB: Destination		Lot		
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lot		NSP
	Contract Data Requirements List (CDRL) CDRLs in support of CLIN 0001 Not Separately Priced (NSP) See Exhibit A FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 COST					NTE
	Other Direct Costs (ODC) ODCs, such as travel and/or incidentals, in support of CLIN 0001. ODCs are non-fee bearing and shall not exceed the line item ceiling of \$15,000. FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 CPFF			Each		
OPTION	MVPS Prototype Quantity 2 MVPS prototype units FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 CPFF			Lot		
OPTION	MVPS Special Test Equipment FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003					NTE
COST					
OPTION	Other Direct Costs (ODCs) ODCs, such as travel and/or incidentals, in support of CLIN 1001. ODCs are non-fee bearing and shall not exceed the line item ceiling of \$15,000. FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004			Lot		NSP
OPTION	CDRLs CDRLs in support of CLIN 1001 (NSP) See Exhibit B FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005			Lot		NSP
OPTION	CDRLs CDRLs in support of CLIN 1002 (NSP) See Exhibit B FOB: Destination				
ESTIMATED COST					

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 [*Contracting officer insert "Cost" or "Funds", as appropriate*]," the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

(End of clause)

Applicable CLINs: 1001, 1002

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9203 PAYMENT OF INCENTIVE FEE (JAN 1989)

TARGET COST (Exclusive of Fee): \$ [Offeror to complete].

MINIMUM FEE: \$ [*Contracting officer insert amount*].

MAXIMUM FEE: \$ [*Contracting officer insert ratio*].

SHARE RATIO: 50/50 (Government/Contractor) below target cost
50/50 (Government/Contractor) above target cost

The allowable cost and incentive fee hereunder shall be paid in accordance with the clauses of the contract entitled "Allowable Cost and Payment" and "Incentive Fee".

The Government shall make payment on account of the target fee of 7 percent (%) of the amounts payable under each invoice for the work performed, subject however, to the withholding provisions of paragraph (c) of the "Incentive Fee" clause of this contract.

In the event of discontinuance of the work in accordance with the clause entitled "Limitation of Funds," the fee shall be re-determined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fee is less than or exceeds, payments previously made on account of fee, shall be paid to, or repaid by, the Contractor, as the case may be.

(End of clause)

Applicable CLINs: 0001

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

All work performed under this contract shall be in accordance with the Statement of Work (Attachment 1) and the performance specification (Attachment 2).

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 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
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

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	Period of Performance (POP) 1-AUG-2016 TO 31-JUL-2019	N/A	NAVAL STATION NEWPORT TOM JOHNSON 47 CHANDLER STREET BUILDING 1404 NEWPORT RI 02841-1716 FOB: Destination	N66604
0002	POP 1-AUG-2016 TO 31-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66604
0003	POP 1-AUG-2016 TO 31-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66604
1001	365 Days after Option (Option) Exercise	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66604
1002	365 Days after Option (Option) Exercise	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66604
1003	POP 365 Days after Option (Option) Exercise	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66604
1004	POP 365 Days after Option (Option) Exercise	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66604
1005	POP 365 Days after Option (Option) Exercise	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66604

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984

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).

(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.

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

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

Routing Data Table*

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

Other DoDAAC(s) _____

(*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.

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

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

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

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

(End of clause)

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

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

CONTRACTING OFFICER REPRESENTATIVE

Name: Bill Esposito
Code: PMW 770-3
Address: 4301 Pacific Highway
PMW 770-3
San Diego, CA 92110

Phone Number: 619-524-7924
E-mail: bill.esposito@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)

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9210 TYPE OF CONTRACT (DEC 1999)

This is a CPIF, CPFF, and Cost type contract.

(End of clause)

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

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

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

(619) 553-3001

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

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

5252.227-9205 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)

5252.227-9206 SUBMISSION OF INTERIM AND FINAL INVENTION REPORTS AND NOTIFICATION OF ALL SUBCONTRACTS FOR EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (OCT 2008)

(a) This contract contains either FAR 52.227-11 "Patent Rights--Ownership by the Contractor" clause and DFARS 252.227-7039 "Patents--Reporting of Subject Inventions" or DFARS 252.227-7038 "Patent Rights--Ownership by the Contractor (Large Business)" clause, or FAR 52.227-13 "Patent Rights--Ownership by the Government" clause.

(b) Under these clauses, the Contractor is required to submit interim and final invention reports and notification to the Government of all subcontracts for experimental, developmental, or research work. The interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work may be submitted on DD Form 882 "Report of Inventions and Subcontracts."

(c) The Contractor shall submit interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work, including negative reports, to:

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

HQ_contracts_policy@navy.mil

(d) The SPAWAR SYSCEN Pacific Office of Patent Counsel will represent the Contracting Officer with regard to invention reporting matters arising under the contract.

(End of clause)

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

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

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

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

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

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

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

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

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

(End of clause)

5252.227-9217 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 (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)

5252.237-9603 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011)

(a) Definition. As used in this clause, "sensitive information" includes:

- (i) All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
- (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
- (iii) Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;
- (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

(b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include “sensitive information” or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
- (iv) Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the “Contractor Non-Disclosure Agreement,” a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor’s plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other

Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

(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
52.204-2	Security Requirements	AUG 1996
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
52.204-12	Data Universal Numbering System Number Maintenance	DEC 2012
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
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-2 Alt I	Audit and Records--Negotiation (Oct 2010) Alternate I	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-14 Alt I	Integrity of Unit Prices (Oct 2010) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.216-10	Incentive Fee	JUN 2011
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
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
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
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
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
52.227-14	Rights in Data--General	MAY 2014
52.227-14 Alt V	Rights in Data--General (MAY 2014) - Alternate V	DEC 2007
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment--Major Systems	MAY 2014
52.227-22	Major System--Minimum Rights	JUN 1987
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	MAY 2014
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	MAY 2014
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-17	Interest	MAY 2014
52.232-19	Availability Of Funds For The Next Fiscal Year	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
52.232-33	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
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	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
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-2 Alt I	Subcontracts (Oct 2010) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-9	Use And Charges	APR 2012
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.249-6	Termination (Cost Reimbursement)	MAY 2004
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
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7006	Acquisition of the AmericanFlag	AUG 2015
252.225-7012	Preference For Certain Domestic Commodities	FEB 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
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
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
252.235-7011	Final Scientific or Technical Report	JAN 2015
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
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

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (OCT 2010)--ALTERNATE III (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the

acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) Submit the cost portion of the proposal via the following electronic media: _____ [Insert media format]

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor in accordance with the schedule provided below. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

OPTION ITEMS

1001 – MVPS Prototypes

OPEN PERIOD TO EXERCISE OPTION

Option to be exercised within 90 days after Government approval of CDRL A014 (DVT Test Report)

- 1002 – MVPS Special Test Equipment Option to be exercised within 90 days after Government approval of CDRL A014 (DVT Test Report)
- 1003 – Other Direct Costs Option to be exercised within 365 days after exercise of CLIN 1001 or 1002
- 1004 – CDRLs (in support of CLIN 1001) Option to be exercised within 365 days after exercise of CLIN 1001
- 1005 – CDRLs (in support of CLIN 1002) Option to be exercised within 365 days after exercise of CLIN 1002

(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):

For the FAR: <http://acquisition.gov/far/> and <http://farsite.hill.af.mil>
 For the DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
 For the NMCARS: https://acquisition.navy.mil/home/policy_and_guidance/nmcars

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(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)

**COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS
(DEVIATION 2016-O0001)(OCT 2015)**

(a) *Definitions.* As used in this provision—

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016- O0001)(OCT 2015).

(b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015) shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) If the Offeror anticipates that additional time will be necessary to implement derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts” within National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), the Offeror shall notify the Contracting Officer that they will implement the requirement within 9 months of contract award.

(d) If the Offeror proposes to deviate from any of the security requirements in NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(1) Why a particular security requirement is not applicable; or

(2) How an alternative, but equally effective, security measure is used to compensate for the inability to

satisfy a particular requirement and achieve equivalent protection.

(e) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

**SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
(DEVIATION 2016-O0001)(OCT 2015)**

(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.

“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 attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“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 would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“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.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“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.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“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) *Adequate security*. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts”, which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-O0001)(OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; and

(2) Apply other information systems security measures 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.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor’s ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection

with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and

(2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(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
.....	

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

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ----.

(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)

252.227-7000 NON-ESTOPPEL. (OCT 1966)

The Government reserves the right at any time to contest the enforceability, validity, scope of, or the title to any patent or patent application herein licensed without waiving or forfeiting any right under this contract.

(End of clause)

252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the [name of contracting agency(ies)] under Contract No. [Contracting agency(ies) contract number(s)].

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the [name of contracting agency(ies)].

(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 DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
---------------------	------------------------	----------

TOTAL _____

(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)

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

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

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

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

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

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

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

(i) Noncommercial items; or

(ii) Commercial items that--

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

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachment 1 – SubHDR Multi-Volt Power Supply (MVPS) Statement of Work (SOW) (dated 15 September 2015)

Attachment 2 – Space and Naval Warfare Systems Command Performance Specification for the SubHDR MVPS (SPAWAR-S-SubHDR007) (dated 28 July 2015)

Attachment 3 – DD Form 254, Security Classification (dated 24 August 2015)

Exhibit A – CDRLs in support of CLIN 0001 (dated 15 September 2015)

Exhibit B – CDRLs in support of CLINs 1001 and 1002 (dated 15 September 2015)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334511.

(2) The small business size standard is 750 employees.

(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.

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by

reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

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)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(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 when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations 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: [Contracting Officer check as appropriate.]

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

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

X (iii) 252.225-7020, Trade Agreements Certificate.

X Use with Alternate I.

X (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 Web site 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 Clause #	Title	Date	Change

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

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate

whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

***Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

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
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) - Alternate I	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
252.215-7008	Only One Offer	OCT 2013

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single contract containing both Cost Plus Incentive Fee (CPIF) and Cost Plus Fixed Fee (CPFF) line items resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Anh Trang
4301 Pacific Highway
Bldg OT 4, RM 1040D
San Diego, CA 92110

(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://acquisition.gov/far/>
<http://farsite.hill.af.mil/vffara.htm>

(End of provision)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

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

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

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of

any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

L-317 Submission of Proposals (Complex) (Jul 1999)

1.0 SOLICITATION OVERVIEW

This solicitation is for development of a newly designed MVPS with an increased MTBF over the previous MVPS requirements and delivery of associated data, including options for the delivery of prototypes, special test equipment, and associated data.

1.1 Questions: Offerors may request clarifications or submit questions concerning any aspect of this solicitation. All questions shall be submitted in writing by electronic means to the Jerika Soule, at jerika.soule@navy.mil with a copy to the Contracting Officer at anh.trang@navy.mil not later than 15 calendar days after issuance of this solicitation. Offerors are advised that the Government will make available to the public any questions or 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.

1.2 Receipt of Offers: Proposals are due in accordance with Item 9 on the SF33.

1.3 Validity of Proposals: Proposals submitted in response to this solicitation shall be valid for 180 days from the solicitation closing date.

1.4 Certified Cost and Pricing Data: The offeror is not required to submit Certified Cost and Pricing Data unless the agency determines that DFAR 215.371 applies.

1.0 PROPOSAL REQUIREMENTS

2.1 Proposal Organization and Format

2.1.1 Proposal Organization

Proposals submitted in response to this solicitation shall be UNCLASSIFIED and shall consist of three (3) separately bound volumes identified as follows:

- Volume 1: Contract
- Volume 2: Technical Proposal
- Volume 3: Cost/Price Proposal

2.1.2 Proposal Format

Offeror’s proposal Volumes shall include the following:

Item	Page Limit
VOLUME I: CONTRACT	No page limit
Section A: Cover Letter	
Section B: Signed SF33 with completed Sections B through K	
Section C: Response to Provision 252.227-7017, Identification and assertion of use, release, or disclosure restrictions	
Section D: Proprietary Data Protection Agreements (PDPA)	
Section E: Systems and Compliances	
Section F: Organizational Conflict of Interest: (If Applicable)	
VOLUME II: TECHNICAL	
Section A: Technical Approach (<i>non-cost Factor 1</i>)	50 pages total
Section B: Management Approach (<i>non-cost Factor 2</i>)	50 pages total
Section C: Relevant Past Performance (<i>non-cost Factor 3</i>)	3 pages total per reference, maximum of 3 references (exclusive of CPARs and Past Performance Questionnaires if provided)

Section D: Data Rights (<i>non-cost Factor 4</i>)	10 pages total
VOLUME III: COST/PRICE	No page limit
Section A: Cost/Price	

Note: Failure to submit complete information in the manner above may be considered a “no response” and may result in the exclusion of the proposal from further consideration.

A page is defined as a sheet of paper that includes information. When information is contained on both sides of a single sheet of paper it will be counted as two pages and be numbered accordingly. Information submitted in excess of the page limits established above will not be read or evaluated. Page limits do not include cover sheets, tables of contents, traceability matrix(es), lists of figures, lists of drawings, lists of proprietary data, glossaries, tabs, dividers, or blank pages. All proposal material must be contained within the page limit(s) identified for each volume, unless otherwise specified. Partial pages count as a full page. All pages within a page limited volume shall be consecutively numbered, starting at page one, and shall not exceed the page limitation. Each page shall contain a footer that includes, as a minimum, the Offeror’s name, RFP number, volume number, page number and, if applicable, restrictive legend (see FAR 52.215-1(e)(2)).

Do not include price information in any volume other than the Contract or Cost/Price volumes.

The contractor shall submit copies of the proposal in three (3) different methods: 1) electronic proposal submittal via the SPAWAR E-Commerce Central website; 2) CD ROM electronic proposal copies and 3) paper proposals.

Electronic Proposal Format Requirements

Each electronic proposal, to include submission to SPAWAR E-Commerce and the CD-ROM copies, shall include electronic copies of each Volume using Microsoft Office 2010 or compatible software suite including: Microsoft Word 2010 for all files in original searchable text format; Microsoft Excel 2010 for all spreadsheets files [all excel files shall be operable versus value only spreadsheets (i.e. formulas shall be included in all applicable cells)]; Microsoft Project 2010 files shall be used for all schedules; and Microsoft PowerPoint 2010 for presentation slides. All files shall use file formats compatible with and follow Windows / Office 2010 naming conventions. All signed documents shall be submitted as Adobe Acrobat .pdf files (ex: signed SF33 with Sections B through K, Cover Letter, subcontractor agreements, etc.). Any graphics software compatible with Microsoft Office 2010 may be used to insert graphics within the Offeror’s proposal. Tables, figures, and graphics that are inserted in Word documents or other Office 2010 compatible files must be legible. Embedded files that cause the proposal to exceed the page count limitations will not be accepted. No files shall be password protected. The Offeror shall not prepare any portion of its proposal using sound, animation, or video files.

Submission of Electronic Proposals via the SPAWAR E-Commerce Central Website

(a) The electronic proposal submission described elsewhere in this provision must be identical to the signed paper proposal submission.

(b) Offerors shall submit their proposals electronically to SPAWAR under the instructions contained in this provision. 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.spawar.navy.mil/>

(c) Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number and offeror’s name. E-Proposal files shall not contain classified data. The offeror’s e-proposal shall be in accordance with the requirements set forth below:

(1) Adobe Acrobat version 4.01 or greater shall be used to create the “PDF” files.

(2) The proposal submission files may be compressed (zipped) into one, ZIP file entitled “PROPOSAL.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 Proposal. Under no circumstances shall cost and pricing type data be included elsewhere in the proposal. Paragraph cross-referencing between Cost Proposal paragraphs and technical/management proposal paragraphs is requested to provide clarity.

(d) Bids and proposals submitted electronically will be considered “late” unless the bidder or offeror completes the entire transmission of the bid or proposal prior to the due date and time for receipt of bids or proposals. This paragraph (d) 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.

Submission of CD ROM Electronic Proposal Copies

In addition to the submission of an electronic proposals to the SPAWAR E-Commerce website, the Offeror shall provide a copy of each electronic proposal Volume on a separate CD-ROM as follows:

<u>Title</u>	<u>CD-ROMs Copies to be Provided</u>
Volume I: Contract Documents	2
Volume II: Technical Proposal	4
Volume III: Cost / Price Proposal	3

CD-ROM Copy Submittal Address:

Space and Naval Warfare Systems Command (SPAWAR)
 2.0 Contracts Directorate
 Attn: Jerika Soule, Code 2.1B10
 4301 Pacific Highway, Building OT-4, Room 1042H
 San Diego, CA 92110-3127

Submission of Paper Proposal Copies

Offerors shall submit an original signed paper copy of their proposal. The electronic proposal submission described in this provision must be identical to the signed paper proposal submission.

Cross Reference Matrix. Volume II – Technical Proposal shall also contain a matrix that cross-references each Evaluation Factor and SubFactor contained in Section M, the information requested in Section L, the MVPS Specification, and the MVPS SOW with the applicable pages and paragraph(s) in the Offeror’s proposal. There is no page limit for the Cross Reference Matrix.

Paper copies of the proposal shall be submitted as follows:

<u>Title</u>	<u>Paper copies to be Provided</u>
Volume I: Contract Documents	2
Volume II: Technical Proposal	4
Volume III: Cost / Price Proposal	3

Paper Copy Submittal Address:

Space and Naval Warfare Systems Command (SPAWAR)
 2.0 Contracts Directorate
 Attn: Jerika Soule, Code 2.1B10
 4301 Pacific Highway, Building OT-4, Room 1042H
 San Diego, CA 92110-3127

Hand Delivery: CD-ROM Copy and Paper Copy proposals may be hand delivered at:

Space and Naval Warfare Systems Command (SPAWAR)
 4301 Pacific Highway, Building OT-4
 San Diego, CA 92110-3127

For hand delivery of CD-ROMs and the Paper Copy, Offerors shall contact Jerika Soule, Contract Specialist, SPAWAR Code 2.1B10, (619) 524-3558 and/or Anh Trang, Contracting Officer, SPAWAR Code 2.1B12, (858) 537-0346 to coordinate hand delivery of proposals on the due date for receipt of proposals.

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 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" white bond paper with single-spaced typed lines, including figures, glossaries, table of contents and cover sheets. Type size shall be Times New Roman and no smaller than 12 point in the text, 10 point in spreadsheets, and 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 side only, and shall count as two pages. Standard margins shall be a minimum of one 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 Cost / Price Proposal volume shall be numbered consecutively within each section to indicate the volume, section and page.

2.1.3 Proposal Content

An offeror's proposal is presumed to represent the Offeror's best efforts to respond to the solicitation. Proposals submitted for consideration for award must address the full scope of the solicitation. Proposals which address only part or portions of the solicitation will be considered unacceptable. Non-conformance may cause rejection of, or the down grading of, the proposal. Proposals should be clear, concise and complete. Organization, clarity, accuracy of information, relevance, and completeness are of prime importance.

Proposals shall correlate directly and sequentially with the following specific proposal preparation instructions. Proposals shall be complete and self-sufficient, relate exactly to what is requested and proposed, and strictly adhere to the requirements of this solicitation. 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.

(A) **VOLUME I – CONTRACT.** The contract volume shall be organized as follows:

(i) **Section A:** Cover Letter

The Offeror’s proposal shall include a cover letter on the Offeror’s letterhead stationary and signed by an executive of the company who possesses authority to contractually bind the Offeror. The cover letter shall acknowledge receipt of all amendments (if any are issued) to the RFP. The submittal letter shall identify all enclosures being transmitted as part of the response to the RFP. The letter shall reference the RFP number and acknowledge that it transmits an offer in response to the RFP. It shall state: (1) Commercial and Government Entity (CAGE) number, (2) DUNs Number, (3) Taxpayer Identification Number (TIN), (4) address(es) of the location(s) at which the Offeror intends to perform the proposed effort, (5) state the name, address and telephone number of the cognizant DCAA audit office, (6) the name, address and telephone number of the cognizant DCMA office, and (7) a statement that the proposal is valid for 180 days after the RFP closing date. The above listed information (items 1-7) shall also be provided for all proposed subcontractors. If subcontracting with another company(ies) is proposed, a copy of the subcontractor agreement(s) shall be provided as an enclosure(s) to the cover letter to include the above listed information (items 1-7) for all proposed subcontractors (to exclude material suppliers).

(ii) **Section B:** Signed SF33 with completed Sections B through K

The Offeror’s proposal shall provide a completed RFP to include completed and signed SF33 acknowledging all amendments and completed Sections B through K.

(iii) **Section C:** Response to Provision 252.227-7017

The Offeror shall submit intellectual property rights information pertaining to technical data or computer software to be delivered under a contract resulting from this solicitation in accordance with DFARS 252.227-7017.

(iv) **Section D:** Proprietary Data Protection Agreements (PDPA)

Contractor support personnel from VCMS Inc. will be assisting the Government during source selection by providing administrative support. This assistance will not include the evaluation or analysis of any proposal. **Responses to this solicitation MUST clearly state whether permission is granted allowing the contractor support identified below to have access to the Offeror’s ’s proposal.** Should such permission be denied, the Government will not allow the identified contractor support personnel to have access to the proposal. If an Offeror grants access permission, the Government encourages the Offeror to execute a Proprietary Data Protection Agreement 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 below access to the subcontractor’s proposal. The point of contact for the company is listed below:

Company	POC	Contact Information
VCMS Inc.	Michael Vishion, President	(716) 837-4140 mvishion@vcmsinc.com

(v) **Section E: Systems and Compliances**

The Offeror shall provide documentation demonstrating that the Government has determined that the Offeror currently has an adequate Accounting System, Estimating System, Purchasing System and Disclosure Statement. Cover letters shall include the report number and date of the cognizant DCAA office's determination stating that the prime contractor's and subcontractor's accounting systems are adequate for the accumulation, reporting, and billing of costs under a cost reimbursement contract (attach a copy of the report). In the event that a subcontractor does not have an adequate accounting system, the prime contractor shall administer FAR compliant contracts (T&M or FFP) with their subcontractor and are responsible for determining the responsibility of their prospective subcontractors per FAR 9.104.

Offerors shall also document that all facilities and personnel proposed to perform this contract possess at a minimum the security clearance levels required by the RFP (DD Form 254).

(vi) **Section F: Organizational Conflict of Interest (OCI)**

The Offeror's attention is directed to FAR Subpart 9.5 relating to organizational conflicts of interest. Offerors shall identify and describe any support they are presently providing to PEO C4I and/or SPAWAR, and/or other organizations/agencies that may be connected to SubHDR. If the Offeror believes that an actual or potential Organizational Conflict of Interest exists, the Offeror shall provide an explanation how it has mitigated the actual or potential Organizational Conflict of Interest to ensure that a fair and equitable competition is achieved. The Government will avoid, neutralize, or mitigate potential conflicts as early in the acquisition process as possible. At its sole discretion, if the Government finds an OCI exists regarding a particular Offeror, the Offeror may be found ineligible for award.

2.2 VOLUME II - TECHNICAL PROPOSAL. The technical proposal shall be organized as follows:

2.2.1 TECHNICAL PROPOSAL CONTENT.

The technical proposal shall cover the Offeror's understanding of the work and the Offeror's method(s) to attain contract objectives. The technical proposal shall enable technical personnel to make a thorough evaluation and a determination as to whether the proposal will satisfy the requirements of the Government. The technical proposal shall be specific, detailed, complete, and fully demonstrate that the prospective Offeror has a thorough understanding of the Government's requirements. The technical proposal shall also address technical risks, the achievement of the specification requirements and the approach to execute the work required by the RFP. Data previously submitted will not be considered; therefore such data shall not be incorporated in the technical proposal by reference. No cost or price information shall be included in the technical proposal. Statements that the prospective Offeror understands, can or will comply with all specifications, statements paraphrasing the specifications or parts thereof, and phrases such as "standard procedures will be employed" or "well known techniques will be used," etc., will be considered insufficient.

Offerors shall provide the following information to support the Government's evaluation of the Offeror's technical proposal. The technical evaluation factors are:

1. Technical Approach
 - Subfactor 1. MVPS Design and Development
 - Subfactor 2. Test and Inspection
 - Subfactor 3. Quality Assurance
2. Management Approach
 - Subfactor 1. Integrated Master Plan (IMP)/Integrated Master Schedule (IMS)
 - Subfactor 2. Program Management Approach
3. Relevant Past Performance
4. Data Rights

2.2.1.1 Section A – Technical Approach (Factor 1).

The Offeror shall provide a clear description of how the proposed design meets the requirements of the solicitation's Performance Specification SPAWAR-S-SubHDR007 and Statement of Work (SOW) as detailed below:

Subfactor 1: MVPS Design and Development

The Offeror will provide, in a detailed narrative form (including any necessary conceptual drawings, tabular or graphical data, figures, tables, specifications, calculations, or test data), an explanation of how the proposed MVPS will comply with the specific requirements provided in section 3 of the performance specification. The Offeror may provide details of their design in reference to any or all subsections of section 3 of the performance specification; however the following sections of the performance specification shall be addressed:

3.1.12 Reliability. The Offeror shall present an analysis which verifies the requirements of performance specification section 3.1.12.

3.2.3 Output Power. The Offeror shall describe how utilizing the input power described in performance specification section 3.2.2, the proposed design will meet the multiple power voltages and associated maximum current requirements as per Table 1 (Outputs) within the accuracy range dictated by section 3.2.4.

3.2.5 Remote Switching. The Offeror shall describe the proposed design's process for meeting the requirements of performance specification section 3.2.5

3.2.12 Efficiency Requirement. The Offeror shall describe their approach to achieving maximum efficiency in the proposed MVPS design.

3.4.15 Electromagnetic compatibility. The Offeror shall describe their approach to meet the MIL-STD-461 requirements of the performance specification section 3.4.15.

The proposal shall, when addressing a performance specification requirement, identify the section number of the performance specification being addressed.

Subfactor 2: Test and Inspection

The Offeror shall describe its approach and capability of conducting all testing of the MVPS in accordance with statement of work sections 3.1.10 and the requirements of performance specification section 3.4, and with the methodology of performance specification section 4. The Offeror will identify the specific facilities, whether in-house or subcontracted, that will be used to perform all testing. The Offeror will further describe the equipment these facilities contain to demonstrate that the facilities are capable of conducting the testing in accordance with the performance specification.

Subfactor 3: Quality Assurance (QA)

The Offeror shall describe its ability to implement quality assurance utilizing an ISO-9001:2000 or equivalent series QA program to support the design, development and test as described in the performance specification as well as section 3.1.7 of the statement of work.

2.2.1.2 Management Approach (Factor 2).

The Offeror shall provide a proposed Management Approach for the MVPS design, development, and testing efforts. The Management Approach factor contains the following subfactors:

Subfactor 1: Integrated Master Plan (IMP)/Integrated Master Schedule (IMS)

The Offeror shall submit an integrated master plan and schedule that identifies major program milestones, tasks, interrelationships, dependencies, lag times and durations to meet program requirements, corresponding to the content in the SOW. The IMS shall identify all required tasks and subtasks to implement the Offeror's proposed approach.

The Offeror shall provide an IMP identifying contractor-defined program phases and milestones, entrance and exit criteria for each milestone or change in program phase. General work tasks, if included, need only be presented at the summary level. The IMP should include a Post-Award conference in accordance with SOW section 3.1.5.

The critical path shall be indicated in the chart based upon the most likely duration. Level of effort task activities that do not directly affect the critical path need only be presented at the summary task level. The detailed IMS will be exempt from the page count. The offeror shall prepare the IMS in a Microsoft Project Gant Chart format.

Subfactor 2: Program Management Approach

The Offeror shall provide a program management plan that describes the policies and procedures for managing and directing the effort for standardization, process and process control, productivity, quality, cost control, cost management, industry teaming, a proposed WBS, and risk management such as early identification and resolution of problems (SOW Section 3.1.3). The Offeror shall define the managerial, project planning and oversight necessary to satisfy project requirements in a cost-effective manner. The Offeror shall define how they will incorporate standard corporate processes customized for this contract.

The program management approach shall include details of the proposed design, major parts procurement, testing, and delivery of the prototypes. The program management plan shall include the organizational structure the Offeror intends to employ for the MVPS contract. The structure shall include lines of responsibility, authority, and communication through which tasks will be managed, including subcontractor management.

2.2.1.3 Relevant Past Performance (Factor 3).

The Offeror shall provide past performance information on a maximum of three (3) previous Government contracts relevant to this effort

The Offeror shall provide Past Performance information as follows:

1. Complete and submit, ensuring provision of all information requested, the Relevant Experience Form in accordance with Section L Attachment L-2. The Offeror shall list and provide contact information for the PCO and Program Manager (PM) for each relevant contract. The Offeror shall ensure that the above-requested Government points of contact (POCs) are current, accurate, and complete. The Offeror shall define and describe how each reference meets the below definition of relevancy.
2. Provide the Past Performance Questionnaire of Section L, Attachment (L-3) to the POCs identified in item 1 above.
3. Submit CPARS evaluations, if available, for each relevant contract.

Relevant and recent Past Performance is defined as experience in the previous 5 years that demonstrates the following:

- a) Development of complex electronic subsystems and components, capable of operating in the environments experienced on US Navy submarines.

The offeror shall attach the most recent CPARS evaluations (if available) in accordance with Block 15 of Section L - Attachment (L-2). The Government reserves the right to contact references for verification and additional information. The Government reserves the right to use past performance information obtained from sources other

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

Offerors that have no record of relevant past performance (i.e., new businesses) must so state.

2.2.1.4 Data Rights (Factor 4)

For all MVPS designs and deliverables under this contract, it is the Government's objective that all noncommercial Technical Data (TD) and Computer Software/Computer Software Documentation (CS/CSD) (including source code) be delivered with Unlimited Rights, or if such noncommercial TD/CS/CSD contains elements generated exclusively at the Offeror's own expense, with rights no more restrictive than Government Purpose Rights (GPR) (Unlimited Rights and GPR are defined at DFARS 252.227-7013 and 252.227-7014). Technical Data and software are defined at DFAR 252.227-7013 and DFARS 252.227-7014. If the Offeror proposes to utilize or deliver commercial TD/CS/CSD, it is the Government's desire to obtain a license to the commercial TD/CS/CSD that would grant the Government the equivalent of GPR in the commercial TD/CS/CSD. The Government's objective applies to all commercial and noncommercial TD/CS/CSD deliverables such as engineering diagrams, analysis, reports, and designs that pertain to the systems to be delivered under this contract. An Offeror will not, however, be deemed non-responsive if it offers to provide rights more restrictive than GPR on any portion of the technical data and/or software to be delivered under this contract for which it is entitled to assert those restrictions pursuant to law and regulation. The Government's goal of acquiring GPR is not a condition of award; rather it is factor in the source selection decision.

The Offeror shall complete and submit the table as contained in the Section K provision(s) entitled "Identification, and Assertion of Use, Release, or Disclosure Restrictions" (DFARS 252.227-7017) and, if applicable "Technical Data Previously Delivered to the Government" (DFARS 252.227-7028), to identify both the commercial and noncommercial TD, CS and/or CSD to be furnished, the asserted rights category, and the basis for the assertion. The Offeror shall use separate tables for commercial and noncommercial items; for the commercial list, the Offeror shall follow the DFARS 252.227-7017 format as closely as possible. The Offeror shall ensure that the TD, CS and/or CSD are identified by specific reference to the requirement to deliver or provide that TD, CS, and/or CSD in the contract, for example, by referencing the associated CLINs, CDRLs, or paragraphs in the SOW.

If a commercial computer software (including open source software) is proposed for delivery as part of the Offeror's solution, the Offeror shall include as part of the proposal any and all Commercial or Open Source License Agreements applicable to CDRLs or other deliverables under this contract, including those applicable to the Offeror's subcontractors. The Government reserves the right to negotiate terms of use and conditions of the commercial licenses that are inconsistent with federal procurement law or that do not meet the Government's needs (as stated in 3.1.2 of this Section) and the Section I Clause "Technical Data – Commercial Items" (DFARS 252.227-7015). The resulting license agreements will be an Attachment to the executed contract. If the Offeror intends to use computer software development tools to develop its computer software deliverables, but not deliver the development tools, it must do so in a manner that does not impose licensing burdens on the Government with respect to the computer software deliverables.

The Offeror will ensure consistency between the technical data rights assertions and information provided in the Data Rights proposal, including the "Identification, and Assertion of Use, Release, or Disclosure Restrictions" and "Technical Data Previously Delivered to the Government" tables, if applicable.

2.3 VOLUME III – Cost/Price

Cost Guidance:

The Offeror shall complete Section L – Attachments L-1 through L-7 and provide them in the proposal. For information required where no Government format is provided, the Offeror, and major subcontractors, shall provide the required information in the Offeror’s chosen format. All calculations shall be provided in the Excel-based attachments. Attachments that are required in Excel shall be provided with all formulas intact. There are no specific font-size requirements for the information provided in the cost proposal, but all information provided in hard copy shall be easily legible.

All cost information shall be submitted in Then Year dollars (TY\$). For consistency, the Offeror, and major subcontractor, shall use the same fee as proposed in Section B. If the Offeror, or major subcontractor, desires to provide additional information not specifically required in the cost attachments, the information may be supplied in the Offeror’s chosen format.

All data provided by the Offeror shall be traceable throughout the proposal. For example, all data provided at lower levels in the Cost Volume should add up to the totals on the Cost Volume’s summary formats as well as the costs/prices in Section B; the information shall also be traceable to that provided in the Technical and other volumes (where applicable). Where the trace is not direct, it should be explained.

Major Subcontractors and Subcontractor Requirements

For purposes of the Cost Volume, the Instructions and Attachments apply to all subcontractors, at any tier, with a proposed total cost plus fee greater than, or equal to, 5% of the total CPIF for CLIN 0001. These subcontractors are referred to as “major subcontractors”.

COST / PRICE PROPOSAL ORGANIZATION

The Offeror’s Volume II: Cost / Price Proposal shall consist of the following:

1. CLIN 0001, Redesign of MVPS (CPIF)
2. CLIN 1001 Prototype MVPS and CLIN 1002 Special Test Equipment (CPFF)
3. CLINs 0003 and 1003 Other Direct Costs (ODCs) (Cost – Non Fee Bearing)

COST PROPOSAL – CLINs 0001, 1001 and 1002

COST DATA SUBMISSION:

1. BASIS OF ESTIMATES (BOE):

The offeror’s proposal shall include all labor hours, material, travel, and ODCs for this effort by BOE. The proposal shall include a breakout of cost elements by CLIN as well as a summary table of all CLINs (in Excel format inclusive of formulas).

BOE Substantiation Guidance

The proposed cost estimates shall be supported with the Offeror’s historical costs and historical experience with similar programs. Simply stating that the proposed costs are based on these similar programs is not adequate substantiation. The Offeror is required to provide data for the historical program and demonstrate the relationship between the historical program, the proposed effort, and explain how and why the data was used. The Offeror shall describe the basis for any parametric factors. When adequate substantiation is not provided in the proposal, the Government may utilize historical data and its experience with other programs in its cost realism analysis. The burden of cost credibility, however, rests entirely with the Offeror. Substantiation of each portion of the proposal and a clear trace to the lowest level for which estimates were developed is required for the Offeror and each major subcontractor. The Offeror shall furnish the procedures and methodology used in compiling the proposed cost.

When using historical cost data from comparable, analogous systems/subsystems, all assumptions affecting the Offeror's proposal are to be fully explained (e.g. inflation, methodology, make or buy decisions, etc.). Additionally, the Offeror shall address the complexity of the analogous system relative to that of the proposed system. The Offeror must establish that the historical/analogous system is similar enough to the proposed system to constitute a valid analogy.

Substantiation of each portion of the proposal and a clear trace to the lowest level for which estimates were developed is required for any major subcontractor as well as for the Offeror. This information shall be consistent with the information provided in the technical proposal.

General statements such as "estimates were derived from engineering analysis or judgment" are unacceptable. Statements that simply describe a historical program and the associated labor hours and material costs do not substantiate a cost estimate. The relationship of that program to the proposed system must be demonstrated and justified as outlined in this section.

Cost data shall include the narrative description of the effort and the actual cost data (including material, man-hours and total dollars). Actual cost data does not qualify as adequate substantiation when the Offeror/major subcontractor simply refers to a cost account and provides the labor/material resource for the cost account (example: the XYZ program with the cost account 12345 containing 450 man-months). The Offeror/major subcontractor shall properly cite, clarify, and establish the proper context of all historical actuals used to substantiate their offer and submit to the Government any relevant documentation needed to support the Offeror's/major subcontractor's claims.

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.

2. Attachments L-1 and L-2: Work Breakdown Structures (WBS) and WBS Dictionary

A Work Breakdown Structure (WBS) (Attachment L-1) and WBS Dictionary (Attachment L-2) are provided to enable the Offeror to report the costs of CLINs 0001, 1001 and 1002 in a common format to facilitate an accurate Government understanding.

The WBS Dictionary (Attachment L-2) is provided to enable the Offeror to report estimates of contract cost in a common format and to facilitate an accurate understanding by the Government. The WBS dictionary is provided to describe the content of each element of the WBS for the contract cost effort in greater detail.

3. Attachment L-3: Bill of Material (BOM):

The Offeror shall provide a list of the BOM (Attachment L-3) broken out by WBS, as defined in Attachment (L-1), for itself and each major subcontractor and a summary for all items that constitute 80% of the BOM costs (including Interdivisional Transfers (IDTs) for Material). There shall be traceability between the BOM and BOE by WBS. The BOM shall be complete and represent the configuration on which the Offeror bases its cost, i.e., the BOM shall also include major subcontractor costs and any IDTs. Equivalent Offeror formats may be used for information required in Attachment (L-3), however, precise explanation must be provided by the Offeror/major subcontractor showing traceability to the Government attachment. Provide the total dollar value of the remaining percent not included in the BOM for traceability.

The Offeror shall provide a list of subcontracts, if any, which are not included in the BOM. This includes IDTs for services.

4. Attachments L-4 – L-7: Cost Proposal Format:

A Cost Plus Incentive Fee (CLIN 0001) and Cost Plus Fixed Fee (CLINs 1001 and 1002) proposal shall be submitted. Offerors shall ensure that Cost Proposals (for the prime and all subcontractors) are submitted in accordance with the format provided in L-4 and L-5 “Prime Cost Summary Format” and “Subcontractor Cost Summary Format” and Attachments L-6 and L-7 “Supporting Cost Data” spreadsheets in MS Excel format with formulae intact. CLINs shall be separately priced and then rolled up to a contract total.

The cost breakdown shall indicate the Offeror's total proposed cost (broken down by labor hours, rates, and dollars, Other Direct Cost (ODC) dollars, and subcontract dollars) including applicable overheads, indirect rates and dollars, General and Administrative (G&A), Facilities Capital Cost of Money (FCCM), and fee. All subcontractors shall provide cost data in complete detail with cost breakout. Any information submitted must support the cost proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the cost proposed. Support any information provided by explanations or supporting rationale, as needed, to permit the Government to evaluate the documentation.

The Offeror and each subcontractor shall submit its Cost Proposal according to the following instructions:

Attachments L-4 and L-6 are spreadsheets to be completed by the prime contractor.

Attachments L-5 and L-7 are spreadsheets to be completed by proposed subcontractors. As identified in both spreadsheets, three years of actual historical data is to be provided for both direct and indirect rates unless the Offeror or its proposed subcontractor has a Forward Pricing Rate Agreement (FPRA) in place, a copy of which must be provided in lieu of Attachments 6 and 7.

On Attachments L-6 and L-7, the contractor shall identify all personnel (named and unnamed) required and their corresponding labor rates. This list of personnel shall match the staffing identified in Attachments 4 and 5. Prime contractors and subcontractors shall explain any 10% year to year differential for both direct and indirect rates.

Cost Proposal Format Substantiation Guidance:

Information provided shall be consistent with the Offeror's disclosed accounting practices and shall identify how the direct and indirect rates were derived. The Offeror shall identify the basis for the various cost elements for which each rate is applied. Each spreadsheet shall be formatted in Microsoft Excel and contain cells with working formulas intact and calculations rounded using two decimal places.

(A) Direct Labor. Offerors (including the Prime and all Subcontractors) shall identify on Attachments 4 and 5 (Cost Summary) the Current Actual Labor Rates. Offerors shall provide justification for any proposed escalation rates.

In order to verify the realism of the Offeror's proposed direct labor hours, Offerors shall submit, as part of their cost proposal, documentation establishing the accuracy of their proposed direct labor rates. This documentation includes, but is not limited to, the following:

- (1) Most recent payroll run (if proposing named, current employees)
- (2) Copies of signed Letters of Intent that indicate agreed upon annual salary (if proposing named, new hires)
- (3) Copies of current or prior fiscal year DCMA Forward Pricing Rate Agreement (FPRA) or Forward Pricing Rate Recommendation (FPRR) (if proposing unnamed, existing labor categories)
- (4) Labor Category Averages. If labor category averages are used, provide a detailed narrative explaining why the averages are realistic representations of the actual rates that will be incurred and include the calculation used to

establish the category average. For example, provide a list of the current salaries for all employees working in that labor category, divided by the number of current employees in that labor category.

(5) Comprehensive description. If proposing rates that do not fall within one of the above criteria, provide a detailed description of the methodology used to establish the proposed direct rate. The description shall include both the source of the rate and a description of how the resulting rate was calculated. Merely stating that a “salary survey” or “market survey” was used is not sufficient.

(B) Indirect Rates. Historical indirect data, to include provisional rates, actual incurred rates, and annual incurred cost claims (if submitted), shall be provided for the three years prior to the Offeror’s current fiscal year. This data shall include the Offeror’s fringe benefit, overhead (on and off-site as applicable), General and Administrative (G&A), and Materials and Subcontracts (M&S) handling rates as applicable to the Offeror’s accounting system. If proposing indirect rates significantly different from recent incurred rates (greater than 10%), Offerors shall include a detailed explanation and supporting cost data (including budget information).

(C) Other. If Facilities Capital Cost of Money (FCCM) is proposed, the Offeror shall submit a completed DD Form 1861 entitled "Contract Facilities Capital Cost of Money."

(D) Identification and Type of Subcontract. The Prime Contractor shall provide a list of all subcontractors by name and shall specify the type of subcontract (e.g, CPFF or Labor Hour).

(E) Incentive Fee/Fixed Fee. The Offeror shall propose a target fee of 7% for CLIN 0001 and a fixed fee of 7% for CLINs 1001 and 1002. For CLIN 0001, the Offeror shall propose a minimum fee of 0% and a maximum fee of 10%.

PRICE PROPOSAL – ODCs CLINs 0003 and 1003

Offerors shall include ODCs as specified below. No proposal detail is required for ODCs/Travel. The ODCs/Travel Costs are non-fee bearing, subject to material and handling and G&A only.

CLIN 0003: \$15,000

CLIN 1003: \$15,000

L-335 ESTIMATED EFFECTIVE AWARD DATE (DEC 1999)

For Bidding/Proposal purposes the estimated effective date of contract award is 1 August 2016.

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.232-15 Progress Payments Not Included

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

M-302 EVALUATION OF OFFERS (SINGLE AWARD FOR ALL ITEMS) (DEC 1999)

An offeror must quote on all items in this solicitation to be eligible for award. The Government intends to make a single award to the acceptable offeror whose total offer on all items is the most advantageous to the Government considering price and other factors, if any, specified in the schedule.

(End of provision)

M-307 EVALUATION CRITERIA AND BASIS FOR AWARD (BEST VALUE) (DEC 1999)

(a) The contract resulting from this solicitation will be awarded to that responsible offeror, whose offer conforming to the solicitation, is determined to provide the "best value" to the Government. Such offer may not necessarily be the proposal offering the lowest cost or receiving the highest technical rating.

(b) Proposals will be rated and ranked on the evaluation factors listed below. The non-cost factors, when combined, are approximately equal to the evaluated cost. Cost/technical trade-offs may 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.

(c) The following narration lists the non-cost factors and sub factors that will be considered. The evaluation factors are listed in descending order of importance. The subfactors are listed in descending order of importance within each factor.

NON-COST FACTORS

1. Technical Approach

Sub factor 1. MVPS Design and Development

Sub factor 2. Test and Inspection

Sub factor 3. Quality Assurance

2. Management Approach
 - Sub factor 1. Integrated Master Plan (IMP)/Integrated Master Schedule (IMS)
 - Sub factor 2. Program Management Approach
3. Relevant Past Performance
4. Technical Data Rights

Factor 1: Technical Approach

The Government will evaluate the extent to which the proposed design meets the requirements of the Performance Specification and the SOW. The Government evaluation will be based on specification compliance, technical risks and mitigation approaches, test and inspection capabilities, and quality control.

Subfactor 1: MVPS Design and Development

The Government will evaluate the Offeror's design to determine whether it is capable of producing an MVPS that complies with the Performance Specification. The qualities of the processes or facilities which will be used in the MVPS design will also be considered in the evaluation.

The MVPS Performance Specification sections listed below are the most critical to the operation of the MVPS. The proposed design will be evaluated to verify that the requirements detailed in these performance specification sections are met or exceeded. If a reliability is proposed greater than 30,000 hours MTBF, the proposed MTBF will be included in the resultant contract.

3.1.12 Reliability. The proposal will be evaluated on the reliability and estimated lifetime of their proposed design approach. The proposed design is expected to meet or exceed 30,000 hour Mean Time Between Failure as defined in section 3.1.12 of the performance specification.

3.2.3 The proposal will be evaluated for compliance with all parameters in the performance specification section 3.2.3 *TABLE 1*, utilizing the input power described in the performance specification section 3.2.2. The Offeror's proposed design is expected to meet or exceed the accuracy for each individual parameter in TABLE 1 as described in the performance specification section 3.2.4.

3.2.5 Remote Switching. The proposed design will be evaluated for compliance with the required remote switching capability as detailed in the performance specification section 3.2.5. The Offeror's proposed design is expected to meet or exceed all switching parameters and requirements defined in the performance specification section 3.2.5.

3.2.12 Efficiency Requirement. The proposed design will be evaluated on efficiency performance. The Offeror's proposed design is expected to meet or exceed a minimum efficiency rating of 75% as defined in section 3.2.12.

3.4.15 Electromagnetic compatibility. The proposed design approach will be evaluated to ensure it meets the MIL-STD-461 requirements of the performance specification section 3.4.15.

The Offeror will also be evaluated on the extent to which it capably identified the technical risks associated with its design and, for those risks, precisely and completely identified mitigation strategies for those risks.

Subfactor 2: Test and Inspection

The Government will evaluate the extent to which the facilities described by the Offeror are capable of performing the testing required by section 3.4 of the performance specification, using the methodology of performance specification section 4.

Subfactor 3: Quality Assurance

The Government will evaluate the extent to which the Offeror can implement quality assurance utilizing an ISO-9001:2000 or equivalent series QA program to support the design, development and test as described in the performance specification.

Factor 2: Management Approach

The Government will evaluate the Offeror's proposed Management Approach for the MVPS design, development and test efforts. The Management Approach factor contains the following subfactors:

Subfactor 1: Integrated Master Plan (IMP)/Integrated Master Schedule (IMS)

The Government will evaluate the extent to which: 1) the Offeror's proposed IMP identifies all activities required from contract award to final testing and delivery, to include all options; 2) the Offeror's efforts identified in the IMP correspond to the content contained in the SOW and the IMS; and 3) the Offeror's IMS identifies major program milestones, tasks, task interrelationships and dependencies, and task duration to meet program requirements.

Subfactor 2: Program Management Approach

The Government will evaluate the proposed Program Management Approach for managing and directing the MVPS design, development and testing efforts. The evaluation will include an assessment of the policies, plans and procedures that will manage cost, schedule and performance risk during the MVPS design, development, and testing efforts. The Government will also evaluate that the Offeror's proposed organizational structure supports the Program Management Approach, and identifies lines of responsibility, authority, and communication through which tasks will be managed, including subcontractor management.

In total, the Government will look for sufficient evidence that the Offeror's system engineering and management approach, considering all functional specialties, will support a high level of assurance that the delivered MVPS will meet the requirements of the solicitation and contract.

Factor 3: Relevant Past Performance

(1) Performance Confidence Assessment: The past performance evaluation results in an assessment of the Offeror's probability of meeting the solicitation requirements. While each submitted contract will be assigned a relevancy rating, the performance confidence assessment will be rated at the factor level. In conducting its performance confidence assessment, the Government will evaluate: (a) the relevancy of submitted contracts up to a maximum of three (3) for the prime and one (1) for each major subcontractor, (b) the quality of past performance on relevant contracts, and (c) any other past performance information relevant to this solicitation.

(1)(a) Relevancy of Past Performance: The Government will evaluate the Offeror's past performance to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through this solicitation. —"Recent" is defined as a contract performed within the last five (5) years. The aspects of relevancy include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming.

The Government will consider the totality of the Offeror's past performance submission to determine relevancy as defined by Section L under Section 2.2.1.3 , Past Performance (Factor 3). The determination of relevancy will be made by the Government and, therefore, the Government may disregard past performance inputs that are determined not relevant. 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.

(1)(b) Quality of Past Performance: The Government will evaluate the quality of the Offeror's relevant past performance as well as that of its proposed subcontractors, as it relates to the probability of successful accomplishment of the required effort. The Government will focus its inquiry on the past performance of the Offeror and its proposed subcontracts as it relates to all solicitation requirements, such as cost, schedule, and performance, including the Offeror's record of conforming to specifications and to standards of good workmanship; the

contractor's record of containing and forecasting costs on any previously performed cost reimbursable contracts; the contractor's adherence to contract schedules, including the administrative aspects of performance, the Offeror's reputation for reasonable and cooperative behavior, and commitment to customer satisfaction.

The Government may base its judgment about the quality of an Offeror's past performance on: (1) records of objective measurements and subjective ratings of specified performance attributes, if available, and (2) statements of opinion about the quality of specific aspects of an Offeror's performance, or about the quality of an Offeror's overall performance.

(1)(c) The Government reserves the right to use past performance information obtained from sources other than the Offeror. 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 proof of providing thorough and complete past performance information remains with the Offeror.

The Government may solicit information from an Offeror's customers and business associates; Federal, state and local Government agencies; and from other persons and organizations. The Government reserves the right to limit the number of references it decides to contact and to contact references other than those provided by the Offeror. The evaluation will take into account the same type of information regarding major subcontractors proposed in the Offeror's proposal.

If the Government cannot obtain information regarding the Offeror's past performance, that Offeror will receive a Neutral rating (i.e., the Offeror is evaluated neither favorably nor unfavorably) for Factor 3 – Past Performance.

Factor 4: Technical Data and Computer Software Rights:

The Government will evaluate the extent to which the license rights offered by the Offeror in all the non-commercial and commercial TD, CS, and/or CSD associated with this contract will allow for competitive procurements related to the MVPS system throughout its lifecycle. In the event the Offeror proposes to deliver any commercial or noncommercial TD/CS/CSD with less than such rights, the Government will evaluate the impact on the Government's ability to competitively procure, install, maintain, and repair the system over its lifecycle.

The Offeror will receive favorable consideration for proposing rights no more restrictive than GPR(GPR is defined in DFARS 252.227-7013 and 252.227-7014) in the commercial or non-commercial TD, CS and/or CSD associated with this contract. However, an Offeror will not be deemed non-responsive if it offers to provide rights more restrictive than GPR on any portion of the TD, CS and/or CSD associated with this contract for which it is entitled to assert those restrictions pursuant to law and regulation. The Government's goal of acquiring GPR is not a condition of award; rather it is a factor in the source selection decision.

Volume III:

Cost/Price:

The Government will perform an evaluation of all costs and prices proposed. This evaluation will consist of a Cost Analysis, Cost Realism Analysis, and Price Analysis.

Cost Analysis / Cost Realism Analysis (Cost-Reimbursable CLINs 0001, 0003, 1001, 1002 and 1003)

Cost Analysis and Cost Realism Analysis will be performed on all firm and option cost reimbursement line items in accordance with FAR 15.404-1(c) and FAR 15.404-1(d) . The Government will evaluate Cost/Price based on the Offeror's response to Attachments L-1 thru L-7. The total evaluated cost/price is the sum of the base (utilizing target fee) and option years. Cost evaluation will be based on an analysis of the realism and completeness of the cost data. Pertinent cost information will be used to arrive at the Government determination of the most probable cost to be incurred which may include, but is not limited to, DCAA/DCMA recommended rates for such costs as direct labor, overhead, and G&A; historical rates; other offerors' rates; marketplace rates; or market salary surveys. The

Government may also use statistical analysis to set a range of direct rates and indirect rates. If proposed costs are considered to be unrealistic, including (1) unrealistic labor hours for the technical approach proposed, (2) unrealistic direct rates, (3) unrealistic indirect rates, (4) or proposed ODC amounts not equal to ODC amounts stated in the solicitation, the offeror’s proposed costs may be adjusted upward or downward to reflect the most probable cost of contract performance. Based on such analysis, an evaluated cost for the offeror will be calculated to reflect the Government’s estimate of the offeror’s most probable costs. Offerors are cautioned that if the Government determines the proposed costs are unrealistic, the Government may determine that the Offeror has a lack of understanding of the requirements of the solicitation, may assess a risk in technical performance, or may determine that the Offeror lacks credibility.

Total Evaluated Price

The Government will arrive at a total evaluated proposed cost/price for each proposal by adding (1) the total evaluated cost of all CPIF/CPFF CLINs and (2) the total evaluated prices for all ODC CLINs.

EVALUATION DEFINITIONS

The Government will utilize the combined technical/risk rating definitions from DoD’s Source Selection Procedures Guide of March 2011, as detailed below. In evaluating proposals, the Government will assign adjectival ratings as described herein for Factors 1, 2, 3 and 4 (Technical Approach, Management Approach, Relevant Past Performance, and Data/Software Rights).

The adjectival ratings for Factor 1, Factor 2, Factor 4 are as follows:

Color	Rating	Description
Blue	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.
Purple	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.
Green	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.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

The adjectival ratings for Factor 3 (Relevant Past Performance) are listed below:

Relevancy: As it pertains to past performance information, is a measure of the extent of

similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

Past Performance Relevancy Ratings	
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.

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.

(A) Definitions

In the evaluation of the proposal, aspects may be found to be advantageous or disadvantageous to the Government. These are defined as follows:

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.

Significant Weakness: A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

Deficiency: A material failure of the 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.

M-317 CONTRACT AWARD TO SINGLE OFFEROR FOR ALL SUBLINE ITEMS WITHIN A CONTRACT LINE ITEM (MAY 1999)

Subject to the provisions contained herein, award shall be made to a single offeror for all subline items within each contract line item. Offers must include each subline item listed within a line item. Failure to do this shall be cause for rejection of the offer for that particular line item.

(End of provision)