

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 58	
2. CONTRACT NO.		3. SOLICITATION NO. N00039-12-R-0036		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 26 Jun 2012	
6. REQUISITION/PURCHASE NO.		7. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
TEL:		CODE: N00039		TEL:		FAX:	

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

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ Until 1200 PST local time 31 July 2012
(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 LINDSAY M Taelman	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 858.537.0313	C. E-MAIL ADDRESS Lindsay.Taelman@navy.mil
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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 180 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)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE			25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 CPF			Lot		
	Software Development, Integration, and Support Services. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 COST			Lot		
	ODC and Travel FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 FFP					
	Data - CDRLs Not Separately Priced FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 CPFF			Lot		
	Technical Support and Software Upgrades for JEM PDR and MS B FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 COST			Lot		
	ODC and Travel FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 FFP					
	Data - CDRLs Not Separately Priced FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 CPFF			Lot		
	On-going Software Upgrades, C2 Integration Services, and Production/Fielding Updates FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 COST			Lot		
	ODC and Travel FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 FFP					
	Data - CDRLs Not Separately Priced FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 CPFF			Lot		
	Production/Fielding Updates and Software Maintenance FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 COST			Lot		
	ODC and Travel FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 FFP					
	Data - CDRLs Not Separately Priced FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 CPFF			Lot		
	Production/Fielding Updates and Software Maintenance FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 COST			Lot		
	ODC and Travel FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 FFP					
	Data - CDRLs FOB: Destination FOB: Destination				

CLAUSES INCORPORATED BY FULL TEXT

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

[APPLICABLE TO CLINS 0001 & 1001]

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)

B-1 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

[APPLICABLE TO CLINS 1001, 2001, 3001 & 4001]

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this contract is **183,000** hours. The **183,000** direct labor hours include **0** uncompensated overtime labor hours.

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours set forth above, such adjustments shall be made by contract modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours. The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of **SEE TABLE BELOW** per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the contract. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

<u>TABLE</u>	<u>CLIN</u>	<u>FIXED FEE</u>	<u>HOURS</u>	<u>FEE PER DIRECT LABOR HOUR</u>
OPTION I	1001	TBD	59,500	TBD
OPTION II	2001	TBD	53,500	TBD
OPTION III	3001	TBD	35,000	TBD
OPTION IV	4001	TBD	35,000	TBD

The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work. The Government reserves the right to transfer unused ceiling from one period to another as needed.

(End of clause)

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>ALLOTTED 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>ALLOTTED 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

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

The work under this contract shall be performed in accordance with the Performance Work Statement (PWS), which is included as Attachment 1.

*Solicitation Note: For proposal preparation purposes, the Technical Data Package (TDP) may be accessed via the project.forge.mil website. (See Clause H-2 and Attachment 4 for SourceForge.mil access instructions.)

(End of clause)

QASP

QUALITY ASSURANCE SURVEILLANCE PLAN

The Quality Assurance Surveillance Plan (QASP), Attachment 7, will be used to monitor performance. Performance standards (unless otherwise specified):

- Performance – Deliverables fully coordinated among stakeholders; efforts enhance JEM Incr 2 development and integration objectives.
- Timeliness – Meets required deadlines or schedules assigned by the Government Requestor; documentation submitted to the Government Requestor in sufficient time for review and approval.
- Quality – Deliverables based on properly coordinated efforts; deliverables produced in the Government approved format; technically and factually correct; accurate, complete and free of grammatical, typographical and spelling errors; satisfies intended purpose.

5252.204-9200 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 5 involves access to and handling of classified material up to and including TOP SECRET.

In addition to the requirements of the FAR 52.204-2 “Security Requirements” clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer Security Officer of SPAWAR HQ, 4301 Pacific Hwy, San Diego, CA 92110 .

(End of clause)

5252.222-9200 WORKWEEK (DEC 1999) ALTERNATE I (OCT 2011)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR HQ is Monday through Friday, 0700 to 1700. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year’s Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	First Monday in September
Columbus Day	Second Monday in October

Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

(e) NOTICE: All Contractor employees who make repeated deliveries to military installations shall obtain the required employee pass via the Navy Commercial Access Control System (NCACS) in order to gain access to the facility. The Contractor shall be responsible for any and all costs related to using the NCACS. Information about NCACS may be found at the following website:

http://www.cnmc.navy.mil/navycni/groups/public/@hq/@cacpmo/documents/document/cnicp_a230767.ppt

Contractor employees must be able to obtain a NCACS in accordance with base security requirements. Each employee shall wear the Government issued NCACS badge over the front of the outer clothing. When an employee leaves the Contractor's employ, the employee's NCACS pass shall be returned to the Contracting Officer's Representative or the base Badge and Pass Office within five (5) calendar days.

Contractors who do not have a NCACS or Common Access Card (CAC) must be issued a one-day pass daily at the Badge and Pass Office. Issuance of a CAC requires the need for physical access to the installation and logical access to government owned computer systems.

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

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

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

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

(End of clause)

Section D - Packaging and Marking

See Exhibit A CDRLs for delivery instructions

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
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Section F - Deliveries or Performance

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

OPTIONS PERIODS OF PERFORMANCE

The period of performance of the contract is as follows:

CLIN(S) PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS

- 0001 Award through 12 months thereafter
- 0002 Award through 12 months thereafter
- 0003 Award through 12 months thereafter

The period of performance for option CLIN(S) to extend the term of the contract is as follows:

CLIN(S) PERIOD(S) OF PERFORMANCE

- 1001 - 1003 Expiration of the base year through 12 months thereafter
- 2001 - 2003 Expiration of Option Year One through 12 months thereafter
- 3001 - 3003 Expiration of Option Year Two through 12 months thereafter
- 4001 - 4003 Expiration of Option Year Three through 12 months thereafter

The above period(s) of performance for the option(s) to extend the term of the contract shall apply only if the Government exercises the option(s) as stated in the contract in accordance with the clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract".

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-7006

Billing Instructions

OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

DFARS 252.204.0012 CONTRACT WIDE: OTHER - DFAS SPECIAL PAYMENT INSTRUCTION

(a) The payment office shall make payment from each ACRN in accordance with the amounts invoiced by CLIN/SLIN/ACRN as referenced on the contractor's invoice.

(b) Contractor Invoicing Special Instruction

(1) The contractor shall segregate and accumulate costs for the performance of this contract by the appropriate Accounting Classification Reference Number (ACRN) listed in the Accounting Data provided in Section G.

(2) Each ACRN under this contract is associated to a specific task paragraph, or paragraphs, in the Performance Work Statement. Cross-reference information for invoicing is provided in Section G, "Accounting Data." Under each ACRN, the PWS requirements paragraph(s), appropriation funds type and appropriation year are identified.

(3) Costs incurred under the referenced PWS paragraph(s) shall only be billed to their associated ACRN(s). The contractor is only authorized to invoice for work completed under the PWS paragraph(s) referenced within each ACRN. Within each PWS paragraph, the Contractor shall invoice to those funds with the earliest appropriation year first.

(4) For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item Number (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Contracting Officer's Representative at the time of submission to WAWF.

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: LCDR Matthew Good
Code: PMW-150 Defense C2/JPMIS
Address: 4301 Pacific Highway
San Diego, CA 92110
Phone Number: (619) 221-7706
E-mail: matthew.w.good@navy.mil

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

(End of clause)

5252.216-9210 TYPE OF CONTRACT (DEC 1999)

This is a contract with a Cost Plus Fixed Fee (CPFF) term and completion pricing arrangements, and Cost only pricing arrangement for ODC/Travel CLINs.

(End of clause)

5252.232-9208 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for services rendered under this contract shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor "Quick Reference" Guides are located at the following web site:

http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type *	Insert Contract Invoice Type
Issuing Office DODAAC	Insert the UIC of the issuing contract office
Admin DODAAC	Insert the UIC of the contract administering office [SF26=Block 6; DD1155=Block 7 (Block 6 if SeaPort order); SF1449=Block 16]
Inspector DODAAC (if applicable)	Insert the UIC of the inspecting activity
Inspector Contact Information	Insert Inspector name, phone number, and email address
Service Acceptor DODAAC or Service Approver DODAAC (Cost Voucher).	Insert Acceptor name, phone number, and email address
Acceptor Contact Information	Insert Acceptor name, phone number, and email address
COR Contact Information	If other than above, Insert the COR name, email address and phone number.
LPO Contact Information	Insert Local Processing Official name, phone number, and email address
DCAA Auditor DoDAAC **:	Insert the UIC of the DCAA Auditor
Service Approver DoDAAC **:	Insert the UIC of the on-site Approver who signs off on the final cost voucher
PAY DODAAC	Insert the UIC of the paying DFAS activity [SF26=Block 12 (labeled "Code"); DD1155=Block 15 (Block 12 if SeaPort order); SF1449=Block 18a]

* Select "Cost Voucher" for all cost-type, T&M, or Labor Hour; or "2-n-1 (Services Only)" for fixed price services where inspection of services can be performed and documented.

² Only applies to cost vouchers.

(g) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted below in the email address blocks. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
			COR
			Receiver
			Acceptor

(End of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

252.239-7001 Information Assurance Contractor Training and Certification JAN 2008

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9202 CONTRACTOR PICTURE BADGE (DEC 1999)

(a) A contractor picture badge may be issued to contractor personnel by the JPMIS Program Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWAR HQ prior to completion of the picture badge request.

(b) An automobile decal will be issued by JPMIS Program Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to JPMIS Program Office a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

5252.209-9204 EXISTING ORGANIZATIONAL CONFLICT OF INTEREST (FEB 1999)

(a) Definitions.

(1) "Contractor" means the firm signing this contract.

(2) "Affiliates" means employees, directors, partners, participants in joint ventures, parent corporation, parent corporation subsidiaries, any entity into or with which the contractor may subsequently merge or affiliate, any other successor or assignee of the prime contractor and subcontractors.

(b) Warranty Against Existing Conflict of Interest. The contractor warrants that neither it nor its affiliates have any conflicts of interest arising due to unequal access to information. Should the contractor or its affiliates be unable to provide such warranty, the contractor shall comply with the disclosure requirements in provision L-339, Notice of Organizational Conflict of Interest. For any breach of this warranty, or failure to disclose when applicable, the Government shall have the right to rescind this contract without liability or, at its discretion, terminate this contract for default. In such circumstances, the contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee thereunder. Further, such shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

(End of clause)

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)

5252.219-9201 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2003)

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns is hereby approved and attached hereto as Attachment 6 and is made a part of this contract.

(End of clause)

5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010)

(a) Definition.

"Confidential Business Information," (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
- (2) Access to Information is restricted to individuals with a bona fide need to possess;
- (3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;
- (4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,
- (5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

(End of clause)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) ALTERNATE II (SEP 2001)

(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.

The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR). The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

(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)

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

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

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

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

(1) to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer, and

(2) to the Procuring Contracting Officer.

(End of clause)

5252.242-9202 TECHNICAL DIRECTION (COST TYPE CONTRACTS) (APR 1992)

(a) Technical Direction may be provided to the Contractor from time to time by the Contracting Officer or Contracting Officer's Representative, if authorized, during the term (term is defined as the period of performance for the basic contract and any options that may be exercised) of this contract. Technical Direction will provide specific information relating to the tasks contained in the Statement of Work and will be provided to the contractor in writing. Any Technical Direction issued hereunder will be subject to the terms and conditions of the contract. The contract shall take precedence if there is any conflict with any Technical Direction issued hereunder, and cannot be modified by any Technical Direction.

(b) As stated, Technical Direction shall be issued in writing and shall include, but not be limited to, the following information:

- (1) date of issuance of Technical Direction;
- (2) applicable contract number;
- (3) technical direction identification number;
- (4) description of Technical Direction;
- (5) estimated cost;
- (6) estimated level of effort by labor category; and
- (7) signature of the PCO/COR.

(c) If the contractor does not agree with the estimated cost specified on the technical direction, or considers the technical direction to be outside the scope of the contract, he shall notify the PCO or COR immediately and, in the case of the estimated cost, arrive at a general agreement to the cost of the task. In the case of the direction requiring work that is out of the scope of the contract, the contractor shall not proceed with the effort unless and until the PCO executes a contract modification to include the change in scope.

(End of clause)

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Mark Schweer

ADDRESS: 4301 Pacific Highway, San Diego, CA 92110-3127

TELEPHONE: (619) 524-7165

(End of clause)

select decision upon conclusion of the Midterm Assessment if it becomes apparent that further effort by one of the contractors will not substantially improve its competitive position.

During the downselect period, information submitted to the Government for purpose of the downselect evaluation will be safeguarded from unauthorized disclosure. Both Government and support contractor personnel involved in the downselect process, and who have access to contractor information, will execute non-disclosure agreements. The Government will utilize the below listed contractor support personnel to assist in an administrative capacity for the review of contractor Self-Assessment Reports, Briefing Materials and Demonstrations. The below listed contractor support personnel have already submitted non-disclosure agreements to the Government for this effort. Contractors that wish to also execute Proprietary Data Protection Agreements (PDPA) and/or Non-Disclosure Agreements with these contractor support personnel must contact them, and conclude the agreements within 30 days of contract of contract award.

Company: Booz Allen Hamilton
POC: Aaron Tuch
Telephone: (619) 221-7212
E-Mail: aaron.tuch.ctr@navy.mil

Company: Sentek Global
POC: Sami Rishmawi
Telephone: (619) 221-1327
E-Mail: Sami.Rishmawi@jpmis.mil

Company: Battelle Memorial Institute
POC: Eric Rial
Telephone: (619) 553-1848
E-Mail: Eric.Rial@jpmis.mil

H-2 TECHNICAL DATA PACKAGE (TDP)

The Government will furnish to the Contractor, for use in connection with this contract, the items of information listed in Attachment 9. This TDP is posted on the ProjectForge website, <https://project.forge.mil>, and is available to the Contractor subject to the non-disclosure agreement signed when access to the site was granted.

The DFARS clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, is incorporated into this contract by reference. It details responsibilities of the Contractor for handling the TDP. The contractor shall abide by the markings (if any) on each item of the TDP.

Section I - Contract Clauses

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):

<https://www.acquisition.gov/far/>

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

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	FEB 2012
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997

52.215-21	Requirements for Certified Cost or Pricing Data or Information 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 2011
52.216-8	Fixed Fee	JUN 2011
52.216-11	Cost Contract--No Fee	APR 1984
52.217-8	Option To Extend Services	NOV 1999
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2011) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2012
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
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
52.227-14	Rights in Data--General	DEC 2007
52.227-16	Additional Data Requirements	JUN 1987
52.227-21	Technical Data Certification, Revision, and Withholding of Payment--Major Systems	DEC 2007
52.227-22	Major System--Minimum Rights	JUN 1987
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-1	Bid Guarantee	SEP 1996
52.230-2	Cost Accounting Standards (Deviation)	JAN 2012
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Deviation)	JAN 2012
52.230-4	Disclosures and Consistency of Cost Accounting Practices - Foreign Concerns (Deviation)	JAN 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-13	Notice Of Progress Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984

52.232-23	Assignment Of Claims	JAN 1986
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - 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
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
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	JAN 2009
252.203-7003	Agency Office of the Inspector General	APR 2012
252.203-7004	Display of Fraud Hotline Poster	SEP 2011
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
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 Terrorist Country	DEC 2006
252.211-7000	Acquisition Streamlining	OCT 2010
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	JUN 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
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 2012
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2012
252.227-7015	Technical Data--Commercial Items	DEC 2011
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	MAR 2011
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7001	Contractor Purchasing System Administration	JUN 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	APR 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend on or before the expiration of the contract. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five and a half (5 ½) years.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

Any subcontract that was not initially proposed over the simplified acquisition threshold regardless of whether the prime contractor has an approved purchasing system requires the written consent of the Contracting Officer in advance.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J - LIST OF DOCUMENTS

ATTACHMENTS

- 1 Performance Work Statement (PWS) for basic contract
- 2 Relevant Experience Form
- 3 Past Performance Questionnaire
- 4 Sourceforge.net Access Instructions
- 5 DD Form 254 Security Classification
- 6 Small Business Subcontracting Plan (Not available until award)
- 7 Quality Assurance Surveillance Plan (QASP)
- 8 Down-Select Procedures
- 9 Technical Data Package (TDP) Contents

EXHIBITS

- A Contract Data Requirements List (CDRLs)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

252.225-7003 Report of Intended Performance Outside the United States and OCT 2010
Canada--Submission with Offer

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541511.

(2) The small business size standard is \$25,500,000.

(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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA 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 ORCA 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 clause at 52.204-7, Central Contractor Registration.

(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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(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 Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--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 \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 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 Sanctioned Activities 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—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act 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 Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

(End of Provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(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 FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (DEVIATION 2012-00003)
(Jan 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c) (5) or 9903.201-2(c) (6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c) (1) or (c) (2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract (or subcontract) of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract (or subcontract) of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a) (3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUN 2012)

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 ORCA are applicable to this solicitation as indicated:

- (i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.
- (iii) 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.
- (iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (v) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.
- (vi) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy American Act--Balance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.
- (v) 252.225-7031, Secondary Arab Boycott of Israel.
- (vi) 252.225-7035, Buy American Act--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 Online Representations and Certifications Application (ORCA) Web site at <https://www.acquisition.gov/>. After reviewing the ORCA 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 posted on ORCA.

(End of provision)

252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Deviation) (Jan 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(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)

Section L - Instructions, Conditions and Notices to Bidders

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):

<https://e-commerce.sscno.nmci.navy.mil/command/02/acq/navhome.nsf/homepage?readform>

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-13	Notice Of Progress Payments	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a contract resulting from this solicitation that includes CPFF and Cost only CLINs.

(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 Mark Schweer at 4301 Pacific Highway, San Diego, CA 92110-3127.

(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)

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

(a) Proposals shall be prepared and submitted as follows:

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

Volume I: Technical Proposal Volume

Volume II: Cost Proposal Volume

Volume III: Contract Documents Volume

1.1.1 Proposal Format

VOLUME	SECTION L REFERENCE	PAGE LIMIT
I. TECHNICAL PROPOSAL		
Factor 1 – Technical Approach		Limit 35 pages
Software Development Plan (Subfactor 1.1)		
Sample Development and Integration Scenarios (Subfactor 1.2)		
Factor 2 – Past Performance		3 pages total per reference (Exclusive of CPARS evaluations/Past Performance Questionnaires)
Factor 3 – Small Business Subcontracting		No page limit
Factor 4 – Cost Savings Initiatives		Limit 5 pages
II. COST PROPOSAL		No page limit
III. CONTRACT DOCUMENTS		No page limit

1.1.2 Proposal Content

Proposals should be submitted in accordance with the instructions contained herein. Non-conformance may cause rejection of, or the downscoring of, the proposal. An Offeror’s proposal is presumed to represent its best efforts to respond to the solicitation. Proposals should be clear, concise and complete. Organization, clarity, accuracy of information, relevance, and completeness are of prime importance. Sufficient supporting information should be provided to allow the Government to evaluate the Offeror’s approach.

Proposals should correlate directly and sequentially with the following specific proposal preparation instructions. Proposals should 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, should be referenced.

2. Proposal Volumes

2.1 VOLUME I – Technical Proposal

Offeror should provide the following information to support the Government’s evaluation of the Offeror’s technical proposal.

Factor 1: Technical Approach

The Offerors should address the Technical Approach factor in accordance with the instructions provided for the following subfactors: 1.1 Software Development Plan and 1.2 Sample Development and Integration Scenarios. The responses to the Technical Approach should be presented in two separate sections, such that one section clearly addresses only the “Subfactor 1.1 Software Development Plan” and a second section that clearly addresses only the “Subfactor 1.2 Sample Development and Integration Scenarios.” The two sections, when combined, should not exceed 35 pages.

Subfactor 1.1: Software Development Plan

The Offeror should provide an abbreviated “draft” Software Development Plan (SDP) to describe its plan for developing the JEM Incr 2 Baseline Allocated Software. The draft SDP should adhere to the format and content guidelines prescribed by the following SDP Data Item Description (DID) sections (<https://sowgen.faa.gov/dids/DI-IPSC-81427A.doc>):

- Sections 4.1, 4.2.1, 4.2.2
- Section 4.2.3, revised at Section 4.2.3.1, third sentence, as follows:
 - [...] Candidate or selected reusable software products and models known at the time this plan is prepared or updated shall be identified and described, together with benefits, drawbacks, and data rights (i.e., Unlimited, Government Purpose, or Limited) associated with their use.*
- Sections 5, 5.1, 5.2, 5.7, 5.8, 5.9, 5.10, 5.11, 5.16
- Section 6 Revised as follows:
 - Provide a draft Integrated Master Schedule.¹ See DID [DI-MGMT-81650](https://sowgen.faa.gov/dids/DI-MGMT-81650) for guidance (<https://sowgen.faa.gov/dids/DI-MGMT-81650.doc>). At a minimum, the schedule should provide some form of activity network, depicting sequential relationships and dependencies among activities and identifying those activities that impose the greatest time restrictions on the project.
- Section 7.2 Revised as follows:
 - Provide a draft Contractor Work Breakdown Structure (CWBS) that is aligned to the entire JEM Incr 2 Performance Work Statement (PWS).² See DID [DI-MGMT-81334D](https://sowgen.faa.gov/dids/DI-MGMT-81334D) for guidance (<https://sowgen.faa.gov/dids/DI-MGMT-81334D.doc>).

¹ The draft IMS will not count towards the page limitation. The Government requests that the draft IMS be provided as an attachment to the Offeror’s proposal and be submitted in both PDF and Microsoft Project compatible formats.

² The draft CWBS will not count towards the page limitation. The Government requests that the draft CWBS be provided as an attachment to the Offeror’s proposal and be submitted in Microsoft Excel compatible format.

Subfactor 1.2: Sample Development and Integration Scenarios

The Offeror should provide solutions addressing the three sample scenarios described below. The Offeror should describe its solutions using the titles and nomenclature provided in the Technical Data Package (TDP) attached to the RFP.

- Sample Scenario #1

Integrating new and updated S&T capabilities into the JEM baseline creates the potential for compatibility issues with outside programs that leverage JEM. For example, JWARN calls JEM for agent material files via hard-coding that is specific only to the JEM-JWARN exchange (handshake). This design creates a unique solution that accommodates JWARN, as opposed to being a flexible, web-based solution built on evolving S&T capabilities.

Discuss the plan to integrate new and updated S&T capability into JEM. In particular, discuss how to design Web Services (i.e., remote procedure call) to mitigate the pitfalls associated with the example described above. Also, describe how the proposed design maintains compliance with CCMI concepts (CCMI Guidance Document) and provides backward compatibility to fielded JWARN systems.

As used herein, “S&T capability” means hazard prediction models and the underlying model data (i.e., agent material files). Updated S&T capabilities means updates to the underlying model data to keep hazard prediction models accurate. Furthermore, “Web Services” in this scenario refers to external interfaces (i.e., JEM to JWARN, for example), not the internal web services described within the Joint Plug-and-Play CCMI Web Service Interface contained in the TDP.

- Sample Scenario #2

In an effort to promote modularity, JEM decouples Transport and Dispersion Models from Windfield Models, which creates the potential for performance deficiencies. For example, decoupling SCIPUFF and SWIM has resulted in a decrease in JEM performance levels that are specifically related to the communication between these once tightly integrated models.

Discuss the plan to make CCMI communication between S&T components more efficient, with specific reference to the example of SCIPUFF and SWIM. In particular, describe how to decouple SCIPUFF and SWIM while maintaining sufficient levels of communication between the models and maximizing performance.

- Sample Scenario #3

JEM software will need to be integrated into various C2 environments, such as GCCS-J. Integrating JEM software with GCCS-J involves transitioning software from a Windows-based operating system to a UNIX/Solaris-based system.

Identify critical transition issues and plans to minimize constraints (e.g., time, effort, performance, etc.) associated with the transferring of the JEM software to a GCCS-J system. Additionally, assuming the successful transition of JEM software onto the GCCS-J system, identify critical hosting issues and plans to ensure that the JEM software can continue to exist and adapt within the GCCS-J environment.

Factor 2: Past Performance

The Offeror should complete and submit up to three (3) Relevant Experience Forms (See Attachment 2; three page maximum (form plus two pages) for each experience). The Offeror should demonstrate recent, relevant corporate experience with developing and integrating physics-based hazard prediction software models. Specifically, the Offeror should address the extent to which it has experience developing and integrating software of the same nature as this solicitation, using the same software life cycle processes described in Factor 1. Where applicable, elaborate on how existing mature technology was leveraged to achieve the desired end product.

If available, Offerors should either attach the most recent finalized CPARS evaluation for each experience identified, or state that a CPARS evaluation for the experience cited is available in the Past Performance Information Retrieval

System (PIRS). If CPARS evaluations are unavailable, Offerors should provide one Past Performance Questionnaire, provided as Attachment 3, to each of the customers cited on the Relevant Experience Form, ensuring that the references' contact information (Block 9a/9b) is accurate. The Offeror should request that the customer complete and send in the form as an email attachment to Lindsay Taelman at lindsay.taelman@navy.mil. The completed Past Performance Questionnaire should be received by the Government not later than the proposal due date and time provided on Solicitation Page 1. However, the Government may consider past performance information received after this date and time.

Factor 3: Small Business Subcontracting³

Proposals submitted in response to this solicitation by Large Business Concerns should demonstrate that at least 25% of the subcontracted amount of their proposal is to represent subcontract awards to Small Business Concerns. Further, of the total amount of proposed subcontracted effort, it is desired that the below percentage goals be achieved by Large Business Concerns. The following SPAWAR Subcontracting Goals are applicable to this procurement:

Small Business Categories	SPAWAR Target (Based upon % of subcontracted amount)
Total Small Business (includes the below)	25%
Small Disadvantaged Business	5%
Woman-Owned Small Business	5%
HUB Zone	1%
Veteran Owned Small Business	3%
Service-Disabled Veteran Owned Small Business	2%

Large Business Concerns should describe the extent to which your company has identified and committed to provide for participation by Small Business Concerns, Small Disadvantaged Concerns, Women-Owned Small Business Concerns, HubZone Small Business Concerns, Veteran-Owned Small Business Concerns and Service-Disabled Veteran-Owned Small Business Concerns in the performance the requirements addressed within this solicitation. The Offeror should provide sufficient information to demonstrate that the tasks assigned the selected Small Business subcontractors are meaningful in the overall success of the program and also broaden the subcontractor's technical capability. The Offeror should describe their management approach for enhancing Small Disadvantaged, Women-Owned Small Business, HubZone Small Business, Veteran-Owned Small Business Concerns and Service-Disabled Veteran-Owned Small Business subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the subcontractor(s). The Offeror should explain the reasons for and advantages of selecting particular subcontractors.

Large Business Concerns should also provide evidence of the extent to which they have met small business subcontracting goals on previous contracts/orders. To demonstrate previous goal achievement, the Offeror should submit the two most recently filed Summary Subcontract Reports (formerly SF 295) for each of their prime contracts cited in Factor 2, Past Performance. SSRs for subcontractor experiences cited in Factor 2 are not required.

Factor 4: Cost Savings Initiatives

The Offeror should describe cost savings and cost control strategies, such as the following, that will directly benefit the Government.

- Specific aspects of its cost proposal that demonstrate measurable cost saving initiatives. (Examples may include: reductions in prime contract fee and pass-through fees, cost saving strategies and initiatives negotiated with proposed subcontractors that demonstrate other measurable reductions in pass through and subcontracting costs).

³ Large Businesses are required to submit a separate Small Business Subcontracting Plan in accordance with FAR 52.219-9. The requirement for a Small Business Subcontracting Plan is in addition to the above submission requirement for Factor 3.

- Specific, continuous and measurable cost saving and cost control initiatives that the prime contractor will implement during performance of the contract. (Examples may include: overhead and G&A rate reduction strategies or proposed indirect rate caps, mentoring of junior employees to replace higher-cost employees, etc.).

2.2 VOLUME II – Cost

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 2010), Alt IV (Oct 2010)

- (a) Submission of cost or pricing data is not required.
- (b) The Offeror should submit its cost proposal according to the instructions listed below.

General Instructions - Information relating to the Cost Proposal should not be included in Volume I, Technical Proposal. Information provided must be consistent with the Offeror's disclosed accounting practices. Offerors who do not have a current Forward Pricing Rate Agreement (FPRA) on file with DCAA/DCMA shall submit, as part of their Cost Proposal, a detailed description and supporting documentation substantiating the accuracy of their proposed rates. This volume should be a complete and detailed cost breakdown and should include all elements of cost and such other data as considered appropriate to support your proposal. See FAR Part 15 Table 15-2. The Offeror should submit the cost proposal in Microsoft Excel with formulas and computations intact.

Labor costs should be detailed by labor categories, hours by category, direct and indirect rates, costs and factors. The base to which each indirect rate/factor is applied should be identified.

In order to verify the realism of the offeror's proposed direct labor rates, offerors (including proposed subcontractors) who do not have current fiscal year direct labor rate information on file with DCAA/DCMA shall submit, as part of their cost proposal, documentation establishing the accuracy of their proposed direct labor rates. Acceptable documentation may include the following:

- (A) Payroll data (if proposing current, named employees)
- (B) Copies of signed Letters of Intent that indicates agreed upon rate of salary (if proposing named, new hires)
- (C) 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)
- (D) A comprehensive description* of the methodology used to establish the proposed direct rate (if proposing rates that do not fall within one of the above criteria).

*A comprehensive description is more than merely stating a "salary survey" or "market survey" was used. A comprehensive description shall include both the source from where the rate was obtained and a description of how the resulting rate was calculated.

Subcontractor costs should be identified (if applicable) in the proposal. The prime's proposal should include and itemize the cost for each subcontractor. If the prime has a DCMA approved Purchasing System, the cost proposal should contain documentation of the prime's evaluation of the sub's cost/technical proposal. If the prime does not have an approved Purchasing System, or does not submit the aforementioned evaluation, a fully-disclosed cost proposal should be submitted for each subcontractor proposed by the prime. Subcontractors may submit their proposal with the prime's proposal or directly to the Government. All subcontractors with an unapproved or inadequate accounting system as determined by DCAA should be proposed as an FFP or T&M proposal.

Direct Materials and other direct costs should be listed in the proposal with a full breakout in terms of description, quantity, unit price, compliance with required Gov't Sources of Supply, air travel, lodging, and per diem rates estimated, identification of COTs items where they can be used with description of commercial warranty proposed, provide terms of the COTS warranty and license agreements, and identification of sources of supply.

Cost of Money and Fee; if COM is proposed, the Offeror should submit a completed DD Form 1861 entitled "Contract Facilities Capital Cost of Money" and Form CASB-CMF "Facilities Capital, Cost of Money Factors Computation." Documentation supporting the computations should be submitted with the forms. Similarly, all components of proposed fee should be itemized and the base to which each component is applied should be identified.

Data is not separately priced, however, the costs associated with producing the contracted data items (CDRLs) should be included in the supporting CLINS.

Offerors should submit their cost proposal by CLIN.

2.3 VOLUME III – Contractual

(1) Proposal Cover Letter with any exceptions to the RFP. The proposal should be accompanied by a letter of transmittal prepared on the Offeror's letterhead stationery and signed by an individual authorized to bind the company to the proposal. The cover letter should identify all enclosures being transmitted as part of the proposal. The letter should reference the RFP number and acknowledge that it transmits an offer in response to the RFP. The Offeror should indicate in the cover letter that the proposal is in compliance with each requirement of the RFP. Any exceptions taken to the requirements of the RFP or additional considerations should be listed in the cover letter. The letter must provide the Offeror's point of contact for questions or clarifications regarding the proposal.

(2) Signed SF 33 with acknowledgement of all amendments in blocks 12 through 18. The SF33 is used to solicit written offers which, when accepted in writing by the Government, will create a binding contract without further action. Amendments, if any, should be signed and returned to the Government.

(3) Sections B- K Filled in by Offeror. Unit and extended prices in Section B, plus any other fill-in clauses should be completed and returned with the proposal. Special attention is directed to Section K Clause 252.227-7017 Identification and assertion of use, release or disclosure restrictions (JAN 2011). In addition to the other Section K provisions to be filled in, this provision must be signed and returned to the Government even if no rights are asserted.

(4) Subcontracting Plan, if applicable. Small business prime Offerors are not required to submit a subcontracting plan. Large business prime Offerors are required to submit a subcontracting plan in Volume III.

(5) Responsibility Information. Offerors should submit the following information as part of their proposal:

A. Information regarding the general financial condition of the Offeror's firm and specific plans for financing the proposed contract, including the latest available financial statement. If Offerors are currently being audited, or have been audited by the Defense Contract Audit Agency (DCAA), they should provide the address, current telephone number, and current point of contact for the cognizant DCAA and the cognizant Defense Contract Management Agency (DCMA) office. Also Offeror's should include the most recent FPRP audit status, i.e., when was the last one performed, what were the findings.

B. A summary of the Offeror's:

(1) accounting procedures and controls: Identify the fiscal year for direct and indirect rate computation purposes. Identify the date the accounting system was determined to be adequate by the cognizant ACO/DCAA. Identify the date the Offeror's disclosure statement was approved by cognizant ACO.

(2) property control system: Identify the date the property system was approved by the cognizant ACO.

(3) EEO and VETS-100: Provide evidence of compliance (FAR 22.8 and 22.13)

(4) quality assurance programs.

(5) equipment and facilities relative to this effort.

(6) purchasing system: Identify the date the purchasing system was approved by the cognizant ACO.

(7) Name and address of the cognizant Defense Security Service (DSS) office.

(8) DUNS Number, Tax Identification Number, and Cage Code (Offeror only).

(End of provision)

L-328 ESTIMATED LEVEL OF EFFORT (DEC 1999)

The quantities of labor hours for each labor category shown below, which are to be used by the Offeror for computing total labor costs, represent the Government's current best estimate of requirements. However, The Government can guarantee neither the estimated quantities of man-hours shown for individual labor categories nor the total estimated staff hours. It is recognized that some of the Labor Category titles used in the solicitation may not exactly match the titles normally used in a particular company operation. Accordingly, in order to permit a rapid comparison between the anticipated labor team shown below and the Offeror's actual labor mix, each proposal must provide the following:

- (1) Direct labor rates related to the categories specified in the solicitation.
- (2) A statement of the Offeror’s normally used nomenclature for each labor category included herein, together with a copy of the Offeror’s own position description for each labor category.
- (3) A statement of any additional labor categories, estimated hours and related qualifications for labor cost that will be a direct cost based on the offeror’s accounting procedures (e.g. management and administrative labor costs.)
- (4) Subcontractor labor hours at all tiers should be shown in the same manner as described in paragraphs (1) through (3) above.

Labor Category	Option Year 1 Hours	Option Year 2 Hours	Option Year 3 Hours	Option Year 4 Hours
Program Manager	3,000	3,000	2,000	2,000
Quality Assurance Manager	1,000	1,000	1,000	1,000
Principal Systems Architect	4,000	3,000	2,000	2,000
Applications Programmer (Sr)	8,000	8,000	4,000	4,000
Applications Programmer (Mid)	16,000	14,000	12,000	12,000
Mgmt/Contracts/Financial Specialist	500	500	500	500
Computer Security Systems Specialist (Mid)	1,000	1,000	500	500
Software Systems Engineer (Sr)	4,000	4,000	2,000	2,000
Web Architect	2,000	2,000	2,000	2,000
Test Engineer (Mid)	8,000	8,000	3,000	3,000
Configuration Management Specialist (Mid)	2,000	2,000	1,000	1,000
Network Engineer	4,000	4,000	3,000	3,000
Subject Matter Expert (Sr)	6,000	3,000	2,000	2,000
TOTAL	59,500	53,500	35,000	35,000

(End of provision)

L-329 OTHER DIRECT COST (DEC 1999)

(a) The Government’s best estimate of Other Direct Cost (ODC) items is set forth below. The Government cannot guarantee either the amount for each category or the total estimated amount. Additionally, these amounts do not include any provision for G&A expense or other loading factors.

<u>Category of ODCs</u>	<u>Total Estimated Amount</u>
Option Year One	\$ 292,702.30
Option Year Two	\$262,554.93
Option Year Three	\$177,445.84
Option Year Four	\$182,769.21

(b) Offerors shall use the stated amounts in the preparation of their cost proposals, except as stated in paragraph (c) below.

(c) If the offeror has reason to believe that the amounts estimated by the Government are understated, the offeror shall notify the Contracting Officer in writing. The offeror shall provide a revised estimate and a detailed basis for the revision(s). If the Government finds the rationale to be sound/compelling, the Government will amend the solicitation accordingly. The same is true if the offeror believes the amount is overstated.

(d) If, based upon the offerors accounting system or disclosure statement, the offeror believes the amounts estimated by the Government are overstated (e.g., an item is included as an element of an indirect expense pool), the offeror may reduce the amount(s). If such a reduction is made, the offeror as part of the initial cost proposal shall provide a detailed explanation/justification to substantiate the reduction. The Government reserves the right to discount any assessment if the basis for the reduction is deemed to be unrealistic or inadequate.

(e) Failure of other direct cost categories/amounts, either as stated herein or proposed, to materialize during actual contract performance, shall not constitute a constructive change to or breach of the contract and shall not form the basis for any adjustment to fee whether pursuant to the changes clause or otherwise.

(f) Similarly, the fact that the ODCs in excess of those estimated or proposed are incurred, shall not form the basis for any fee adjustment, whether pursuant to the changes clause or otherwise.

(End of provision)

L-331 UNCOMPENSATED OVERTIME AND PROFESSIONAL EMPLOYEES (APR 2011)

(APPLICABLE TO CLINS 1001-3, 2001-3, 3001-3, 4001-3)

Proposals that include hourly rates for exempt employees which are based on more than a 2,080 work-year shall be identified as Uncompensated Overtime as defined in the FAR 52.237-10 "Identification of Uncompensated Overtime" provision in this solicitation and evaluated in accordance with the "Uncompensated Overtime Evaluation" provision in Section M. Offerors are advised that the above plan will be used regardless of the methodology proposed or name given to the compensation plan (i.e., Total Time Accounting, Competitive Time Accounting, Compensated Overtime, or Standard Workweek). If an offeror decides to include uncompensated effort in their proposal, the following requirements shall be met and reflected in the proposal:

(a) As required by FAR 16.301-3 contractors must have an accounting system adequate for determining costs applicable to the contract that records all hours worked, including uncompensated hours, for all employees, and regardless of contract type. Failure to meet this requirement may result in the proposal being removed from consideration for contract award.

(b) Uncompensated hours, for all employees and regardless of contract type, shall be included in the offeror's base for allocation of indirect costs and meet the requirements of Cost Accounting Standard (CAS) 418 "Allocation of Direct and Indirect Costs."

(c) The proposed shall clearly identify hours of uncompensated effort proposed by labor category.

(d) The proposal shall clearly identify the amount of uncompensated effort that will be performed without supervision and without support personnel and shall assess the productivity of such effort. Additionally, clearly identify the means by which the offeror controls or schedules uncompensated overtime for its employees as well as where the uncompensated effort will be accomplished.

(e) The proposal shall describe the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(f) The proposal shall include a copy on the corporate policy addressing the uncompensated effort.

(g) The proposal shall include a separate, complete, cost breakdown, to the same level of detail as the breakdown supporting the cost proposal. The breakdown shall include direct labor rates for all direct labor categories based on the division by 2,080 of exempt employees actual annual salary, to represent a standard (as deemed by Fair Labor Standards Act) 40-hour week or 2,080 hour standard year. In addition, the breakdown shall include overhead rates and other costs based on employees working a standard 40-hour workweek or a 2,080 hour standard year. **IT IS THIS COST BREAKDOWN THAT WILL BE USED TO PERFORM THE COST REALISM PORTION OF THE PROPOSAL EVALUATION.**

(h) The requirements stated in paragraph (a) through (g) above shall be met for each subcontract which has uncompensated effort included in the proposal.

(End of provision)

L-335 ESTIMATED EFFECTIVE AWARD DATE (DEC 1999)

For Bidding/Proposal purposes the estimated effective date of contract award is 1 January 2013.

(End of provision)

L-339 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST

(a) The offeror's attention is directed to FAR Subpart 9.5 as this solicitation contains clause 5252.209-9204 in Section H relating to organizational conflicts of interest.

(b) If applicable, prospective offerors are requested to furnish with their proposals information that may have a bearing on any existing or potential conflict of interest.

(c) Should actual conflict(s) of interest exist, i.e. not merely ones that may potentially arise, the offeror shall include a mitigation plan with its proposal.

(End of provision)

L-349 SUBMISSION OF ELECTRONIC PROPOSALS (SEP 2003)--ALERNATE I (MAR 2002)

(a) Offerors shall submit one original signed paper version of their proposal. The electronic proposal submission described elsewhere in this provision must be identical to the signed paper proposal submission.

(b) Offerors shall also submit their proposals electronically to SPAWAR under the instructions contained in this provision. Offerors shall submit their signed proposals as either scanned ("TIFF") or "PDF" documents. Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the "Submitting a Proposal?" web page found in the SPAWAR E-CC. For information about "e-Proposal" submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is <https://e-commerce.sscno.nmci.navy.mil>.

(d) The electronic submission governs for the purpose of 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. 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.

(End of Alternate I)

Section M - Evaluation Factors for Award

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 (SPLIT 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 split award to a maximum of two offerors whose total offer on all items is the most advantageous to the Government considering price and other factors, if any, specified in the schedule. Offerors would undergo down-selection procedures (Attachment 8) during the base year to determine which single contractor would be awarded continuing options. In the event cost proposals exceed the Government's budgetary ability to make split awards to two offerors, a single award will be made. Down-selection procedures would still be conducted to determine whether options will be exercised.

(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. It should be noted that cost is not a numerically weighted factor. **Although technical factors are more important than cost, cost is an important factor and should be considered when preparing responsive proposals.** The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the offerors within the competitive range are considered essentially equal in terms of technical capability, or when cost is so significantly high as to diminish the value of the technical superiority to the government, cost may become the determining factor for award. In summary, cost/technical trade-offs will be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation factors.

(c) The evaluation factors and their importance are listed below.

Contractors will be evaluated on the following factors. Factors are in descending order of importance. Cost is not a weighted factor. Under Factor 1, the subfactors are of equal importance. All evaluation factors other than cost, when combined, are more important than cost.

- Factor 1: Technical Approach (no more than 35 combined pages)
 - Subfactor 1.1: Software Development Plan
 - Subfactor 1.2: Sample Development and Integration Scenarios
- Factor 2: Past Performance (no more than three (3) experiences)
- Factor 3: Small Business Subcontracting (no page limit)

- Factor 4: Cost Savings Initiatives (no more than 5 pages)
- Cost

Any proposal rated as “unacceptable” under any of the above single factors may be eliminated from award consideration.

The Government will evaluate each offeror’s proposal as follows:

Factor 1: Technical Approach

Subfactor 1.1: Software Development Plan

The Government will evaluate the Offeror’s draft SDP to determine the extent to which the Offeror’s proposed software development methods and standards are likely to result in a suitable JEM Incr 2 software baseline.

The Government will evaluate the Offeror’s SDP to determine the extent to which it effectively uses, references, or otherwise integrates relevant aspects of the TDP to support its proposed development plan.

The Government will evaluate the Offeror’s draft IMS and draft CWBS to determine the extent to which the Offeror proposes a comprehensive plan that demonstrates an understanding of the work to be performed within the required schedule.

Subfactor 1.2: Sample Development and Integration Scenarios

The Government will evaluate the Offeror’s response to the first sample scenario to determine the extent to which the Offeror’s proposed solution is likely to result in successful integration of S&T capability into a web-services-based, CCMI-compliant JEM 2 software baseline.

The Government will evaluate the Offeror’s response to the second sample scenario to determine the extent to which the Offeror’s proposed solution is likely to result in efficient CCMI-compliant communication between SCIPUFF and SWIM as well as other integrated S&T components in the JEM 2 software baseline.

The Government will evaluate the Offeror’s response to the third sample scenario to determine the extent to which the Offeror’s proposed solution is likely to result in a successful integration of JEM 2 software into a GCCS-J system.

The Government will evaluate the extent to which the responses effectively use, reference, or otherwise integrate relevant aspects of the TDP to support its proposed solutions.

Factor 2: Past Performance

The past performance evaluation will result in an assessment of the Offeror’s probability of meeting the solicitation requirements. The past performance evaluation will consider each Offeror’s demonstrated recent and relevant record of performance in supplying products and services that meet the contract’s requirements. There are two aspects to the past performance evaluation. The first is to evaluate the Offeror’s past performance to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The assessment will be made on the basis of CPARS or PPQs submitted with the proposal, though in accordance with FAR 15.305(a)(2), the Government may consider past performance information from any other appropriate source, such as the Past Performance Information Retrieval System (PPIRS) or customer questionnaires. One performance confidence assessment rating will be assigned for each Offeror after evaluating how well the contractor performed on the contracts, focusing on performance that is relevant to the contract requirements. If the Offeror’s Past Performance information is unavailable or the Offeror has no record of relevant Past Performance, the Offeror will not be evaluated favorably or unfavorably on Past Performance.

Factor 3: Small Business Subcontracting

Small business prime Offerors will receive the ‘highest rating’ for this factor (FAR 15.305(a)(5)).

For large business Offerors, the Government will evaluate the extent to which the proposal documents the Offeror’s commitment to meet the stated small business subcontracting goals. Commitment documented by contractually binding relationships with subcontractors, and demonstrated in the prime’s cost proposal, will be evaluated more favorably than expressed promises. The Government will evaluate the extent to which the proposal documents that the tasks assigned the selected Small Business subcontractors are meaningful in the overall success of the program

and also broaden the subcontractor's technical capability. The Government will evaluate the extent to which the Offeror has met small business subcontracting goals on prior contracts/orders. The Government may consult various sources, including CPARS Assessments, PPQs, the PPIRS and eSRS databases, or any other relevant sources deemed appropriate to verify proposal statements. The evaluation of an Offeror's history of meeting subcontracting goals on prior contracts/orders will not also be evaluated under the past performance Factor 2 above.

Factor 4: Cost Savings Initiatives

The Government will evaluate the extent to which the proposal includes specific and measurable cost savings and cost control strategies. The Government will evaluate the likelihood that the proposed initiatives will provide actual cost savings to the Government.

1.1 Cost Evaluation

(1) Cost Realism Analysis will be performed on the cost proposal to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the Offeror's technical proposal. The Government may utilize various analyses to conduct this realism evaluation including, but not limited to, (a) verify the proposed rates against DCAA/DCMA recommended rates, or in the absence thereof, against market rates established as a result of statistical analysis and/or market survey data; (b) assess proposed escalation rates against available indices or marketplace information; (c) verify the Offeror's proposed Level of Effort/Labor Mix is consistent with the technical proposal. Proposed costs may be adjusted, for purposes of evaluation, based upon the results of the cost realism analysis and the resulting realistic cost estimate used in the evaluation.

(2) Price Analysis will be performed on the cost proposal by using one or more of the techniques defined in FAR 15.404-1(b)(2) to establish price reasonableness.

Offerors are cautioned that to the extent proposed base period costs appear unrealistic, the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offeror.

(d) Evaluation of an offeror's proposal shall be based on the information presented in the proposal and information available to the contracting office from sources deemed appropriate. Sources typically considered Defense Contract Audit Agency, Defense Contract Management Administration offices, other contracts with same firms for similar items or services, known commercial sources such as Data Resources, Inc., Standard and Poor, etc. Proposals which are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of cost, may be deemed to be reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subject judgment on the part of the Government evaluators is implicit in the entire process.

(End of provision)

M-308 UNCOMPENSATED OVERTIME EVALUATION (DEC 1999)

(a) The use of uncompensated overtime is defined in FAR 52.237-10 "Identification of Uncompensated Overtime" is discouraged by the Government. Based upon our assessment of the technical services required herein, it is unrealistic to expect long-term employees to continually work in excess of the industry norm of 40 hours per week. Therefore, the use of uncompensated overtime in this acquisition presents a significant risk to the Government.

(b) Offerors are advised that if uncompensated overtime is proposed, the alternate cost breakdown specified in paragraph (g) of Provision L-331 "Uncompensated Overtime and Professional Employees", will be used for cost evaluation purposes. **THUS, NO EVALUATION ADVANTAGE WILL RESULT WHEN UNCOMPENSATED OVERTIME IS PROPOSED.**

(End of provision)