

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 139	
2. CONTRACT NO.		3. SOLICITATION NO. N00039-12-R-0003		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 19 Mar 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			CODE N00039	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
TEL: FAX:					TEL: FAX:		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)

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 MICHAEL FERLO	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 619-524-7463	C. E-MAIL ADDRESS michael.ferlo@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 _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
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15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM	
24. ADMINISTERED BY (If other than Item 7)				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			Lot		
	ATIP Development CPIFAdvanced Time Division Multiple Access (TDMA) Interface Processor (ATIP) Engineering and Manufacturing Development (EMD) Phase Ten (10) Engineering Development Models (EDMs) delivered IAW SOW Section 3.2.1 (See Note 1) FOB: Destination				
	TARGET COST				
	TARGET FEE				
	TOTAL TGT COST + FEE				
	MINIMUM FEE				
	MAXIMUM FEE				
	SHARE RATIO ABOVE TARGET				
	SHARE RATIO BELOW TARGET				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lot		
OPTION	ATIP TermSim Development CPIFATIP Terminal Simulator (TermSim) Development IAW SOW Section 3.2.2 EMD Phase: Three (3) Engineering Development Models (EDM) delivered in accordance with SOW Section 3.2.2 (See Note 1) FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Each		
	CDRLS in support of CLIN 0001 & 0002 NSP Contract Data Requirements List (CDRLs) in support of CLIN 0001 & 0002 EMD Phase DD Form 1423, (Price included in CLIN 0001 & 0002) Exhibit A FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 FFP					
OPTION	Milestone Performance Incentives - (TBN) PLACEHOLDER for Incentives to be paid under CLIN 0001. Milestone Performance Incentives to awarded in accordance with Clause B-1. Cost To Be Negotiated (TBN) FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 FFP					
OPTION	Milestone Performance Incentives - (TBN) PLACEHOLDER for Incentives to be paid under CLIN 0002. Milestone Performance Incentives to awarded in accordance with Clause B-1. Cost To Be Negotiated (TBN) FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 CPFF			Lot		NTE
OPTION	Engineering Support Services Engineering Support Services IAW SOW Sections 3.2.3.1, 3.2.3.2, and 3.2.3.3. (See Note 4) - Base Period FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 COST			Lot		NTE
OPTION	ODCs in support of CLIN 0006 - NTE Other Direct Costs (ODCs) in support of CLIN 0006 - Base Period May include travel and miscellaneous other direct costs. ODCs are non-fee bearing. (See Note 5). Not to Exceed (NTE) \$96,000. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008			Each		
OPTION	CDRLs in support of CLIN 0006 Contract Data Requirements List (CDRLs) in support of CLIN 0006 Base Period - Not Separately Priced (NSP) DD Form 1423, (Price included in CLIN 0006) Exhibit A FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000 FFP		125	Each		
OPTION	ATIP Units Production Year 1 ATIP Units Production Year 1 in accordance with (IAW) SOW Section 3.9 See Pricing Table B-1. (See Note 2) FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 FFP		3	Each		
OPTION	TermSim Procurement TermSim Procurement - Production Year 1 IAW SOW Section 3.9.4 (See Note 2) FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002					
OPTION	CDRLs in support of CLIN 1000&1001 (NSP) Contract Data Requirements List (CDRLs) in support of CLIN 1000 & 1001 Production Year 1 DD Form 1423, Not Separately Priced (NSP) (Price included in CLIN 1000 & 1001) Exhibit A FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 FFP		1	Each		
OPTION	First Article Inspection (FAI) Testing First Article Inspection (FAI) Testing IAW SOW Section 3.9.3.1 Production Year 1 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 FFP		1	Lot		
OPTION	Provisioned Item Order (PIO) ATIP Production Year 1 Provisioned Item Order (PIO) IAW SOW Section 3.10.3 NTE \$1,067,773. (See Note 3) FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 CPFF			Lot		NTE
OPTION	Engineering Support Services - PY1 Engineering Support Services for Production Year 1 for IAW SOW Sections 3.2.3.1, 3.2.3.2, and 3.2.3.3. (See Note 4). FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 COST			Lot		NTE
OPTION	ODCs in support of CLIN 1005 Other Direct Costs (ODCs) in support of CLIN 1005 - Production Year 1 May include travel and miscellaneous other direct costs. ODCs are non-fee bearing. NTE \$280,000. (See Note 5). FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007					
OPTION	CDRLs in support of CLIN 1005 - NSP Contract Data Requirements List (CDRLs) in support of CLIN 1005 Production Year 1 DD Form 1423, (Price included in CLIN 1005) Exhibit A FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2000 FFP		115	Each		
OPTION	ATIP Units Production Year 2 ATIP Units Production Year 2 IAW SOW Section 3.9 See Pricing Table B-1 (See Note 2) FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 FFP		3	Each		
OPTION	TermSim Procurement TermSim Procurement Production Year 2 IAW SOW Section 3.9.4 (See Note 2) FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 FFP					
OPTION	CDRLs in support of CLIN 2000 & 2001-NSP Contract Data Requirements List (CDRLs) in support of CLIN 2000 & 2001 Production Year 2 DD Form 1423, (Price included in CLIN 2000 & 2001) Exhibit A FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 FFP		1	Lot		
OPTION	First Article Inspection (FAI) Testing First Article Inspection (FAI) Testing IAW the SOW Section 3.9.3.1 Production Year 2 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 FFP		1	Lot		
OPTION	Provisioned Item Order (PIO) ATIP Production Year 2 Provisioned Item Order (PIO) IAW SOW Section 3.10.3 NTE \$1,085,925. (See Note 3). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 CPFF			Lot		EST
OPTION	Engineering Support Services - PY2 Engineering Support Services for Production Year 2 IAW SOW Sections 3.2.3.1, 3.2.3.2, and 3.2.3.3. (See Note 4). FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 COST			Lot		NTE
OPTION	ODCs in support of CLIN 2005 Other Direct Costs (ODCs) in support of CLIN 2005 - Production Year 2 May include travel and miscellaneous other direct costs. ODCs are non-fee bearing. NTE \$261,000. (See Note 5). FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007					
OPTION	CDRLs in support of CLIN 2005-NSP Contract Data Requirements List (CDRLs) in support of CLIN 2005 Production Year 2 DD Form 1423, (Price included in CLIN 2005) Exhibit A FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3000 FFP		110	Each		
OPTION	ATIP Units Production Year 3 ATIP Units Production Year 3 IAW SOW Section 3.9 See Pricing Table B-1 (See Note 2). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 FFP		3	Each		
OPTION	TermSim Procurement TermSim Procurement Production Year 3 IAW SOW Section 3.9.4 (See Note 2). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002					
OPTION	CDRLs in support of CLIN 3000 & 3001-NSP Contract Data Requirements List (CDRLs) in support of CLIN 3000 & 3001 Production Year 3 DD Form 1423, (Price included in CLIN 3000 & 3001) Exhibit A FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 FFP		1	Lot		
OPTION	First Article Inspection (FAI) Testing First Article Inspection (FAI) Testing IAW SOW Section 3.9.3.1 Production Year 3 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 FFP		1	Lot		
OPTION	Provisioned Item Order (PIO) ATIP Production Year 3 Provisioned Item Order (PIO) IAW SOW Section 3.10.3 NTE \$1,104,385. (See Note 3). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 CPFF			Lot		NTE
OPTION	Eng Support Svc for PY3 Engineering Support Services for Production Year 3 IAW SOW Sections 3.2.3.1, 3.2.3.2, and 3.2.3.3. (See Note 4). FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 COST			Lot		NTE
OPTION	ODCs in support of CLIN 3005 Other Direct Costs (ODCs) in support of CLIN 3005 - Production Year 3 May include travel and miscellaneous other direct costs. ODCs are non-fee bearing. NTE \$175,000. (See Note 5). FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007					
OPTION	CDRLs in support of CLIN 3005 - NSP Contract Data Requirements List (CDRLs) in support of CLIN 3005 Production Year 3 DD Form 1423, (Price included in CLIN 3005) Exhibit A FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4000 FFP		25	Each		
OPTION	ATIP Units Production Year 4 ATIP Units Production Year 4 IAW SOW Section 3.9 See Pricing Table B-1 (See Note 2) FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 FFP		3	Each		
OPTION	TermSim Procurement TermSim Procurement Production Year 4 IAW SOW Section 3.9.4 (See Note 2) FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002					
OPTION	CDRLs in support of CLIN 4000 & 4001-NSP Contract Data Requirements List (CDRLs) in support of CLIN 4000 Production Year 4 DD Form 1423, (Price included in CLINs 4000 & 4001) Exhibit A FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 FFP		1	Lot		
OPTION	First Article Inspection (FAI) Testing First Article Inspection (FAI) Testing IAW SOW Section 3.9.3.1 Production Year 4 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 FFP		1	Lot		
OPTION	Provisioned Item Order (PIO) ATIP Production Year 4 Provisioned Item Order (PIO) IAW SOW Section 3.10.3 NTE \$280,790. (See Note 3). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 CPFF			Lot		EST
OPTION	Eng Support Svc PY4 Engineering Support Services Production Year 4 IAW SOW Sections 3.2.3.1, 3.2.3.2, and 3.2.3.3. (See Note 4) FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 COST			Lot		NTE
OPTION	ODCs in support of CLIN 4005 Other Direct Costs (ODCs) in support of CLIN 4005 - Production Year 4 May include travel and miscellaneous other direct costs. ODCs are non-fee bearing. NTE \$175,000. (See Note 5). FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007					
OPTION	CDRLs in support of CLIN 4005-NSP Contract Data Requirements List (CDRLs) in support of CLIN 4005 Production Year 4 DD Form 1423, (Price included in CLIN 4005) Exhibit A FOB: Destination				

NOTES

1. **CLINs 0001 and 0002** are cost plus incentive fee (CPIF) type items with fees that will be calculated in accordance with Section B Clause 5252.216-9203, Payment of Incentive Fee. A milestone performance incentive that shall not exceed 4% of the target cost of CLINs 0001 and 0002 also applies, in accordance with Section B Clause "DETERMINATION OF INCENTIVE FEE FOR MILESTONE PERFORMANCE." The maximum fee that maybe earned under CLIN 0001 and 0002 considering both cost incentive and milestone performance is 12%. The following information applies to CLINs 0001 and 0002:

- a) The minimum fee associated with the cost incentive is 0%,
- b) The maximum fee associated with the cost incentive is 8%,
- c) There is no base fee associated with milestone performance incentive,
- d) There is no roll-over of unearned milestone incentive fee between milestone events or between CLINs 0001 and 0002,
- e) There are no interim fee payments associated with milestone performance incentives.

2. Option **CLINs 1000-1001, 2000-2001, 3000-3001, 4000-4001**, if exercised, are firm fixed priced (FFP) CLINs for production. **CLINs 1001, 2001, 3001, and 4001** may exercised at a lesser quantity than specified in Section B and should be priced accordingly. Foreign Military Sales (FMS) funding may be applied against these CLINs.

3. Option **CLINs 1004, 2004, 3004, 4004**, if exercised, are for spares with Not-to-Exceed (NTE) ceilings. Spares will be ordered in accordance with Ordering Provisioning Item Clause in Section H. The NTE amounts are provided in Section L of the RFP. Contractor shall insert this stated amount in their proposal under these CLINs. Although this is a NTE amount, the proposed spares lists will be evaluated as described in Section M.

4. Option **CLINs 0006, 1005, 2005, 3005, 4005**, if exercised, are cost plus fixed fee (CPFF) line items with a maximum fee of 7%. Contractor will be tasked to perform services as issued under technical direction letters (TDLs) on a cost plus fixed fee basis. This is not a commitment on behalf of the Government to order the offerors proposed amount in its totality. The general technical requirements are outlined in the SOW and award of the TDLs will in accordance with the Governments requirements. Contractors can propose a lesser fee but proposed fee cannot exceed 7%. Under the extended price column, the contractor shall provide total estimated cost plus fixed fee.

5. Option **CLINs 0007, 1006, 2006, 3006, 4006**, if exercised, are ODC/Travel line items with Not-to- Exceed (NTE) ceilings. The NTE amounts are inclusive of all contractor burdens and are non-fee bearing. The NTE amounts are provided in Section L of the RFP. Contractors shall insert the NTE amount in their proposals under these CLINs.

(End of Notes)

STEPLADDER PRICING TABLES

ATIP Pricing Tables (applicable to CLINs 1000, 2000, 3000, 4000).

The unit prices for ATIP systems are listed in table B-1. Following issuance of a contract modification to exercise the options for CLINs 1000, 2000, 3000, and 4000 the Government may identify additional requirements for ATIP systems. To meet these requirements, the Government may issue unilateral modifications to procure additional ATIP systems at the unit prices listed in tables B-1. The Government shall have the right to procure additional systems up to the maximum quantity contained in the table.

If the Government identifies requirements for additional systems within 45 days of the initial option exercise, or within 45 days of issuance of a modification to procure additional ATIP systems, the Government shall receive the benefit of quantity discounts by treating these purchases as combined buys. For example, if a modification was issued for procurement of 6 ATIP systems, and within 45 days another modification was issued for procurement of an additional 6 systems, the Government would combine the order quantities and recalculate the unit pricing based upon a purchase of 12 units.

Table B-1 CLINs 1000, 2000, 3000, and 4000				
Qty	CLIN 1000	CLIN 2000	CLIN 3000	CLIN 4000
1				
2-5				
6-10				
11-15				
16-20				
21-25				
26-30				
31-35				
36-40				
41-45				
46-50				
51-55				
56-60				
61-65				
66-70				
71-75				
76-80				
81-85				
86-90				
91-95				
96-100				
101-105				
106-110				
111-115				
116-120				
121-125				

(End of clause)

**5252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003)
(Applies to CLINs 0006, 1005, 2005, 3005, 4005, if exercised)**

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

(End of clause)

5252.216-9203 PAYMENT OF INCENTIVE FEE (JAN 1989)

TARGET COST (Exclusive of Fee): \$ TBD.

MINIMUM FEE: \$ TBD. (0% of target cost)

TARGET FEE: \$ TBD. (4% of target cost)

MAXIMUM FEE: \$ TBD. (8% of target cost)

SHARE RATIO: 40/60 (Government/Contractor) below target cost
60/40 (Government/Contractor) above target cost

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

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

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

Note: The target fee is 4%; however offerors may propose a lower target fee than 4%.

(End of clause)

5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the below listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

<u>CLIN</u>	<u>Total Staff-hours of Direct Labor (X)</u>
<u>0004</u>	<u>5000</u>
<u>1005</u>	<u>5000</u>
<u>2005</u>	<u>4500</u>
<u>3005</u>	<u>4500</u>
<u>4005</u>	<u>4500</u>

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that TBD staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, except the "term" of performance shall not exceed a 12 month period. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government’s rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.

(5) Nothing herein contained shall, in any way, abrogate the Contractor’s responsibilities, and/or the Government’s rights within the terms of the contract provision entitled “Limitation of Cost” or “Limitation of Funds” as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

- (1) The total number of staff-hours of direct labor expended during the applicable period.
- (2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.
- (3) A breakdown of other costs incurred.
- (4) The Contractor’s estimate of the total allowable cost incurred under the contract for the period.

In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

- (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.
- (6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall include subcontractor information, if any.

(f) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE

Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the “Allowable Cost and Payment” and “Fixed Fee” clauses, shall not be paid until the contract has been modified to reduce the fixed fee in accordance with paragraph (d) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph (d) above.

(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:

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

(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:

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

(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)

B-1 DETERMINATION OF INCENTIVE FOR MILESTONE PERFORMANCE (Applicable to CLINs 0001 and 0002)

(1) The total potential Milestone Performance Incentive that may be earned for timely and successful completion of all milestone events is 4% of the target cost of CLIN 0001 and 4% of the target cost of CLIN 0002. A Milestone Performance Incentive is not guaranteed in part or in whole. Unearned fee for any completed milestone shall not be rolled over to another milestone or any other fee arrangement under this contract. The Milestone Performance Incentive determination and payment for CLINs 0001 and 0002 are for accomplishment of defined events. Such determination and payment does not constitute inspection and/or acceptance of products and services provided with the performance of such event and does not excuse the Contractor from performance of obligations under this contract.

(2) The combined target fee and milestone incentive fee pools under CLINs 0001 and 0002 are 8%. The maximum for all fees under these CLINs is 12%.

(3) Milestone Performance Incentive payments are unilateral contract actions. The Contractor shall be paid a Milestone Performance Incentive, if any, upon submittal of a proper invoice or voucher to the cognizant payment office, together with a copy of the modification to the contract authorizing payment of the fee for the applicable milestone. The Contractor's invoice must cite the appropriate accounting data in order for payment to be effected.

(4) The Procuring Contracting Officer (PCO) will award the Milestone Performance Incentives on a pass/fail basis.

(5) Milestones: Completion Dates and Fee Amounts:

The following table lists the milestones and their corresponding successful completion requirements as well as the potential fees.

Milestone	Successful Completion Date (in MACA)	Fee Pool (as percentage of Target Cost for CLIN 0001 and 0002)
CLIN 0001		
1. System Design Review (SDR)	NLT 1 MACA	0.20%
2. Preliminary Design Review (PDR)	NLT 2 MACA	0.40%
3. Critical Design Review (CDR)	NLT 6 MACA	0.80%
4. Design Verification Test (DVT) Test Readiness Review (TRR)	NLT 10 MACA	0.60%
5. Complete Design Verification Test (DVT)	NLT 11 MACA	1.20%
6. Deliver Total Required ATIP EDMs	NLT 12 MACA	0.80%
Total		4%
CLIN 0002 – OPTION		
7. Deliver ATIP Terminal Simulator (TermSim)	NLT 6 MAOE	4%

MACA = Months after contract award; MAOE = Months after option exercise; NLT = No Later Than; TBC = To be calculated.

a. Exit Criteria for Successful Completion of Each Milestone:

The following table provides the exit criteria the Government will use to determine successful completion of each milestone.

Milestone	Exit Criteria
System Design Review (SDR)	Successful completion of the SDR is achieved when all the following exit criteria are met: <ol style="list-style-type: none"> a) System and subsystem requirements level review conducted; b) All action items closed or document in a plan of closure; c) All requirements have been traced to the initial configuration items of the system design; d) System and subsystem functional baseline established; e) Initial submission* of the associated deliverables: <ol style="list-style-type: none"> 1. Software Development Plan (CDRL A056).
Preliminary Design (PDR)	Successful completion of the PDR is achieved when all the following exit criteria are met: <ol style="list-style-type: none"> a) System and subsystem functional baseline level review conducted; b) All action items closed or document in a plan of closure; c) Government approval of the associated deliverables: <ol style="list-style-type: none"> 1. Software Requirement Specification (CDRL A015), initial submission; 2. Software Design Description (CDRL A016), initial submission; 3. Hardware Requirement Specification (CDRL A017), initial submission; 4. TIP / ATIP TU Compatibility Analysis (CDRL A022), initial submission; 5. ATIP AP to TIF ICD (CDRL A024), initial submission;
Critical Design Review (CDR)	Successful completion of the CDR is achieved when all the following exit criteria are met: <ol style="list-style-type: none"> a) Detailed ATIP system and subsystem design level review conducted; b) All action items closed or documented in a plan of closure; c) Government approval of the associated deliverables: <ol style="list-style-type: none"> 1. Software Requirement Specification (CDRL A015), final submission; 2. Software Design Description (CDRL A016), final submission; 3. Hardware Requirement Specification (CDRL A017), final submission; 4. System Security Analysis (CDRL A021), initial submission; 5. TIP / ATIP TU Compatibility Analysis (CDRL A022), final submission; 6. ATIP Configuration Files ICD (CDRL A025), initial submission; 7. ATIP Control and Status Monitoring (CSM) ICD (CDRL A026), initial submission; 8. ATIP to Crypto/Terminal ICD (CDRL A027), initial submission; 9. Installation Control Drawings (CDRL A028), initial

	<p>submission;</p> <ol style="list-style-type: none"> 10. Job Task Analysis (CDRL A040), subsequent submission; 11. Human Engineering Program Plan (CDRL A041), final submission; 12. Hazardous Material Management Program (HMMP) Progress Report (CDRL A042), final submission; 13. System Safety Hazard Analysis (CDRL A043), initial submission; 14. Safety Assessment Report (CDRL A044), initial submission; 15. Reliability Prediction and Documented of Supporting Data (CDRL A046), subsequent submission; 16. Thermal Design Analysis (CDRL A047), final submission; 17. Maintainability Predictions Report (CDRL A048), subsequent submission; 18. Failure Modes and Effect Analysis Study (CDRL A049) at 75% completion; 19. Level of Repair Analysis (CDRL A078), final submission; 20. Interactive Computer Aided Provisioning System (ICAPS) Data File Exchange (CDRL A079), final submission; 21. Supplement Data for Provisioning (CDRL A080), final submission; 22. Technical Manual Quality Assurance Plan (CDRL A088.10), final submission;
Design Verification Test (DVT) Test Readiness Review (TRR)	<p>Successful completion of the DVT TRR is achieved when all the following exit criteria are met:</p> <ol style="list-style-type: none"> a) DVT test plan and procedures review conducted; b) All action items closed or document in a plan of closure; a) Government approval of the associated deliverables: <ol style="list-style-type: none"> 1. EDM Configuration Audit Plan (CDRL A038); 2. Security Verification Test Plan (CDRL A060); 3. DVT Test Plan (CDRL A061); 4. DVT Test Procedures (CDRL A062); 5. EDM QCI Test Plan (CDRL A065); 6. EDM QCI Test Procedures (CDRL A066).
Complete Design Verification Test (DVT)	<p>Successful completion of the DVT is achieved when all the following exit criteria are met:</p> <ol style="list-style-type: none"> a) Successful verification of ATIP system performance; b) All action items closed or document in a plan of closure; c) Government approval of the associated deliverables: <ol style="list-style-type: none"> 1. DVT Test Report (CDRL A063); 2. Security Verification Test Report (CDRL A064); 3. EDM QCI Test Report (CDRL A067); 4. EDM Configuration Audit Summary Report (CDRL A039).
Deliver ATIP EDMs	<p>Development of all products outlined in the respective CLINs complete and delivered to the Government by the required contractual delivery date in Section F.</p>
Deliver ATIP Terminal Simulator (TermSim)	<p>Successful completion of the ATIP TermSim development is achieved when all the following exit criteria are met:</p> <ol style="list-style-type: none"> a) ATIP TermSim system and subsystem requirements level review conducted and functional baseline established as part of SDR; b) ATIP TermSim system and subsystem functional baseline level review conducted as part of PDR; c) All action items closed or document in a plan of closure;

	<p>d) Government approval of the associated deliverables:</p> <ol style="list-style-type: none"> 1. ATIP TermSim Test Plan (CDRL A012); 2. ATIP TermSim Test Report (CDRL A013); 3. ATIP TermSim Operating Guide (CDRL A014).
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* Approval for initial submissions means that the CDRL covers the entire scope of subject matter required of the CDRL. Approval for final submission means full Government acceptance of content and context.

(6) Milestone Payment Calculation

(a) If the contractor successfully passes an incentive milestone on or before its scheduled due date, they shall receive 100% of the above fee pool corresponding to that milestone as indicated in the milestone fee pool table.

(b) If the contractor successfully completes the milestone after its scheduled due date, the milestone payment will be reduced as follows:

Calendar Days Late	Schedule Payout as Percentage of the Milestone Payout
0	100%
1-7	75%
8-14	50%
15-28	25%
29 or more	0%

(7) When the end date for any deliverable or event occurs on a day when the Government is not open for business related to such deliverable or event, the required end date shall be the next available Government business day. Unless otherwise stated, all references to “days” in this contract are to be considered calendar days.

(8) The Government, not the Contractor, is the sole determinant as to whether the Contractor has successfully completed the exit criteria for each milestone. With regard to each milestone, the Government shall determine fee no later than 30 days after the Government’s final approval of the last applicable CDRL due under the milestone exit criteria*.

*In the event that no CDRLs are required for a milestone event, the date the Contracting Officer's Representative (COR) issues to the Contractor a letter of the COR’s determination that the Contractor has finished all activities associated with such milestone event to the degree there is suitable evidence for the Government to make a determination of whether successful completion of milestone exit criteria has occurred. The COR shall issue such letter within seven (7) days after the Contractor finishes the last activity associated with the milestone event.

(End of clause)

B-2 TECHNICAL DATA RIGHTS

TECHNICAL DATA RIGHTS (If Technical Data Rights are priced, the Government will modify the resulting contract to include those costs as firm fixed priced option CLIN(s) to Section B of the RFP. Technical Data Rights will be specified in each task order as applicable.) – The Government requests that the Contractor provide a minimum of “Government Purpose Rights” as defined in DFARS 252.227-7013 for commercial and noncommercial technical data, computer software and computer software documentation as defined in DFARS 252.227-7013, 252-227-7014 and 252.227-7015. The following table delineates the Government’s technical data/computer software/computer software documentation rights by CDRL item. The rights classification would only be applicable to the extent the CDRL item or parts thereof meet the definition of technical data, computer software and computer software documentation as referenced above. The column marked “Rights Classification”

provides the type of rights proffered to the Government under the contract, and the “Price” column provides the corresponding firm, fixed price for the rights. If any of the technical data, computer software, or computer software documentation listed below is updated under the contract; the Contractor shall deliver the rights to the updated technical data, computer software, or computer software documentation at no additional cost to the Government. A “N/A” indicates that the Government rights associated with that CDRL are “unlimited rights” as defined in DFARS 252.227-7013 and 252.227-7014, as the Government has funded the development of the CDRL deliverable under this contract. (Note that this table is not all-inclusive; the Offeror may add additional CDRL items during proposal submission.)

The proposed prices set forth in the tables below apply to each applicable task order placed throughout the period of performance, including options, of this contract.

ATIP DATA RIGHTS TABLE

<u>CDRL</u>	<u>Description</u>	<u>Rights Classification</u>	<u>Price</u>
A001	Program Management Plan (PMP)		
A002	Integrated Master Schedule		
A003	Contract Funds Status Report		
A004	Contractor’s Progress Status and Management Report (CPSMR)		
A005	CDRL Status Report		
A006	Contract Work Breakdown Structure (CWBS)		
A007	Contractor’s Risk Management Plan		
A008	Presentation Material		
A009	Conference Agenda/Minutes		
A010	Hazardous Material Management Program (HMMP) Plan		
A011	System Safety Program (SSP) Plan		
A012	ATIP TermSim Test Plan		
A013	ATIP TermSim Test/Inspection Report		
A014	ATIP TermSim Operating Guide		
A015	Software Requirements Specification (SRS)		
A016	Software Design Description (SDD)		
A017	Hardware Requirements Specification (HRS)		
A018	Software Product Specification (SPS): ATIP AP Source Code		
A019	Software Product Specification (SPS): ATIP TIF Source Code		
A020	Technical Report - Study/Services: QoS/Forwarding Analysis		
A021	Technical Report - Study/Services: System Security Analysis		
A022	Technical Report - Study/Services: TIP/ATIP TU Compatibility		
A023	Interface Control Document (ICD): ATIP to External Router ICD		
A024	Interface Control Document (ICD): ATIP AP to TIF ICD		
A025	Interface Control Document (ICD): ATIP Configuration		

	Files ICD		
A026	Interface Control Document (ICD): ATIP Control and Status Monitoring (CSM) ICD		
A027	Interface Control Document (ICD): ATIP TIF to Crypto/Terminal ICD		
A028	Installation Control Drawings		
A029	System Problem Report – SPR: System Trouble Report		
A030	Contractor’s Configuration Management Plan		
A031	Technical Report – Study/Services: Equipment Top-Down Breakdown Report		
A032	Request for Nomenclature (DD Form 61)		
A033	Request for Approval of Identification Plate Drawings		
A034	Engineering Change Proposal (ECP)		
A035	Request for Deviation (RFD)		
A036	Notice of Revision (NOR)		
A037	Configuration Status Accounting Information		
A038	EDM Configuration Audit Plan		
A039	EDM Configuration Audit Summary Report		
A040	Technical Report – Study/Services: Job Task Analysis		
A041	Human Engineering Program Plan		
A042	Hazardous Material Management Program (HMMP) Progress Report		
A043	Systems Safety Hazardous Analysis (SSHA) Report		
A044	Safety Assessment Report (SAR)		
A045	Failure Reporting & Corrective Action System Report		
A046	Reliability Prediction and Documentation of Supporting Data		
A047	Technical Report – Study/Services: Thermal Design Analysis		
A048	Maintainability Predictions Report		
A049	Technical Report – Study/Services: Failure Modes and Effect Analysis Study		
A050	Reliability Test Plan: Accelerated Life Test (ALT)		
A051	Reliability Test Procedures: Accelerated Life Test (ALT)		
A052	Reliability Test Reports: Accelerated Life Test (ALT)		
A053	Maintainability/Testability Demonstration Test Plan		
A054	Maintainability/Testability Demonstration Test Report		

A055	Quality Assurance Program Plan		
A056	Software Development Plan (SDP)		
A057	Software/Hardware Integration Test Plan		
A058	Software/Hardware Integration Test Procedure		
A059	Software/Hardware Integration Test Report		
A060	Security Verification Test Plan		
A061	DVT Test Plan		
A062	DVT Test Procedure		
A063	DVT Test Report		
A064	Security Verification Test Report		
A065	EDM QCI Test Plan		
A066	EDM QCI Test Procedures		
A067	EDM QCI Test Report		
A068	Production Configuration Audit Plan		
A069	Production Configuration Audit Summary Report		
A070	FAI Test Plan		
A071	FAI Test Procedures		
A072	FAI Test Report		
A073	Production QCI Test Plan		
A074	Production QCI Test Procedures		
A075	Production QCI Test Report		
A076	ATIP TermSim Production QCI Test Procedures		
A077	ATIP TermSim Production QCI Test Report		
A078	ATIP TermSim Design Changes Notification		
A079	Technical Report Study/Services: LORA		
A080	Interactive Computer Aided Provisioning System (ICAPS) Data File Exchange		
A081	Supplemental Data for Provisioning (SDFP)		
A082	Interactive Computer Aided Provisioning System (ICAPS) Data File Exchange: Design Change Notice		
A083	Supplemental Data for Provisioning (SDFP): Design Change Notice		
A084	Instructional Performance Requirements Document		
A085	Course Conduct Information Package		
A086	Course Test Package		
A087	Product Drawings/Models and Associated Lists		
A088	Product Drawings/Models and Associated Lists: Commercial Drawings/Models and Associated Lists		
A089	Technical Report Study/Services: System Component Functional Breakout Analysis		
A090	Technical Report Study/Services: SLDD and CPDD SML Source Files		

A091	Technical Report Study/Services: Media Source Files		
A092	Technical Report Study/Services: Technical Manual Validation Certificate		
A093	Technical Report Study/Services: PDF Assembly of a Single Technical Manual		
A094	Technical Report Study/Services: Verification Discrepancy/Disposition Record		
A095	Technical Report Study/Services: Technical Manual Verification Incorporation Certificate		
A096	Technical Report Study/Services: TMPOD Manual		
A097	Technical Report Study/Services: ATIS-Compatible CD-ROM		
A098	Software Transition Plan (STrP): Technical Manual Quality Assurance Plan (TMQAP)		
A099	Software Transition Plan (STrP): Software Sustainment Plan		
A0100	GFP Monthly Status Report (MSR)		

(End of clause)

Section C - Descriptions and Specifications

C-1 SPECIFICATIONS/STATEMENT OF WORK

The work under this contract shall be performed in accordance with the statement of work and specification which is included as Attachment 1, ATIP Statement of Work and Attachment 2, ATIP Specification.

5252.204-9200 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 3 involves access to and handling of classified material up to and including SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer, SPAWAR Systems Center, code 20351, at 53560 Hull Street, San Diego, CA 92152-5001.

(End of clause)

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

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

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

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

(End of clause)

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

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

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

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

(End of clause)

Section D - Packaging and Marking

D-1 PREPARATION FOR DELIVERY

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 1 September 1995.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129 "Military Standard Marking for Shipment and Storage."

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

TITLE	NUMBER	DATE	TAILORING
<u>Quality Management Systems – Requirements</u>	<u>ISO 9001</u>	<u>2000</u>	<u>N/A</u>
_____	_____	_____	_____
_____	_____	_____	_____

(End of clause)

E-1 INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted as follows:

CLIN	DESCRIPTION	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
	Base Year				
0001	ATIP Engineering Development Models (EDM) Units	Government Facility	Government	RECEIVING OFFICER ATTN: DAVID ARELLANES, 55230 M/F: BUILDING 3417 (T-17) SSC LANT 1008 TRIDENT STREET HANAHAN SC 29410 (843) 218-3835	Receiving Officer
0002	ATIP Terminal Simulator	Government Facility	Government	Same as CLIN 0001	Receiving Officer
0003	Contract Data Requirements List (CDRLs) in support of CLIN 0001 & 0002	Government Facility	Government	In accordance with (IAW) CDRL	Government

0004	Engineering Support Services	IAW TDL	Government	IAW Technical Direction Letter (TDL)	Government
0005	Other Direct Cost (ODC) in support of CLIN 0004	IAW TDL	Government	IAW TDL	Government
0006	CDRLs in support of CLIN 0004	IAW CDRL	Government	IAW CDRL	Government
Options:	Production Year 1				
1000	ATIP Production Units	Contractor's Facility	DCMA	Same as CLIN 0001	Same as CLIN 0001
1001	ATIP TermSim	Contractor's Facility	DCMA	Same as CLIN 0001	Same as CLIN 0001
1002	CDRLs in support of CLIN 1000 & 1001	Government Facility	Government	IAW CDRL	Government
1003	First Article Inspection (FAI)	Contractor's Facility	DCMA	IAW ATIP Statement of Work (SOW)	DCMA
1004	Provisioned Item Order (PIO)	Contractor's Facility	DCMA	Government Facility	Government
1005	Engineering Support Services	IAW TDL	Government	IAW TDL	Government
1006	Other Direct Cost (ODC) in support of CLIN 1005	IAW TDL	Government	IAW TDL	Government
1007	CDRLs in support of CLIN 1005	IAW CDRL	Government	IAW CDRL	Government
Options:	Production Year 2				
2000	ATIP Production Units	Contractor's Facility	DCMA	Same as CLIN 0001	Same as CLIN 0001
2001	ATIP TermSim	Contractor's Facility	DCMA	Same as CLIN 0001	Same as CLIN 0001
2002	CDRLs in support of CLIN 2000 & 2001	Government Facility	Government	IAW CDRL	Government
2003	First Article Inspection (FAI)	Contractor's Facility	DCMA	IAW ATIP SOW	DCMA
2004	Provisioned Item Order (PIO)	Contractor's Facility	DCMA	Government Facility	Government
2005	Engineering Support Services	IAW TDL	Government	IAW TDL	Government
2006	Other Direct Cost (ODC) in support of CLIN 2005	IAW TDL	Government	IAW TDL	Government
2007	CDRLs in support of CLIN 2005	IAW CDRL	Government	IAW CDRL	Government
Options:	Production Year 3				
3000	ATIP Production Units	Contractor's Facility	DMCA	Same as CLIN 0001	Same as CLIN 0001
3001	ATIP TermSim	Contractor's Facility	DCMA	Same as CLIN 0001	Same as CLIN 0001
3002	CDRLs in support of CLIN 3000 & 3001	Government Facility	Government	IAW CDRL	Government
3003	First Article Inspection (FAI)	Contractor's Facility	DCMA	IAW ATIP SOW	DCMA
3004	Provisioned Item Order (PIO)	Contractor's Facility	DCMA	Government Facility	Government
3005	Engineering Support Services	IAW TDL	Government	IAW TDL	Government

3006	Other Direct Cost (ODC) in support of CLIN 3005	IAW TDL	Government	IAW TDL	Government
3007	CDRLs in support of CLIN 3005	IAW CDRL	Government	IAW CDRL	Government
Options:	Production Year 4				
4000	ATIP Production Units	Contractor's Facility	DCMA	Same as CLIN 0001	Same as CLIN 0001
4001	ATIP TermSim	Contractor's Facility	DCMA	Same as CLIN 0001	Same as CLIN 0001
4002	CDRLs in support of CLIN 4000 & 4001	Government Facility	Government	IAW CDRL	Government
4003	First Article Inspection (FAI)	Contractor's Facility	DCMA	IAW ATIP SOW	DCMA
4004	Provisioned Item Order (PIO)	Contractor's Facility	DCMA	Government Facility	Government
4005	Engineering Support Services	IAW TDL	Government	IAW TDL	Government
4006	Other Direct Cost (ODC) in support of CLIN 4005	IAW TDL	Government	IAW TDL	Government
4007	CDRLs in support of CLIN 4005	IAW CDRL	Government	IAW CDRL	Government

(End of clause)

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
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)--ALTERNATE III (APR 1984)

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

CLIN	Description	Delivery Date	Quantity	Ship to Address	UIC
	Base Year				
0001	ATIP EDMs	12 months after contract award (MACA)	10	RECEIVING OFFICER ATTN: DAVID ARELLANES, 55230 M/F: BUILDING 3417 (T-17) SSC LANT 1008 TRIDENT STREET HANAHAN SC 29410 (843) 218-3835	N65236
0002	ATIP TermSim	In Accordance With (IAW) SOW	3	Same as Item 0001	Same as Item 0001
0003	CDRL Data in support of CLIN 0001 & 0002	IAW CDRL		IAW CDRL	N00039
0004	Engineering Support Services	IAW TDL	Lot	IAW TDL	N00039
0005	ODCs in support of CLIN 0004	IAW TDL		IAW TDL	N00039
0006	CDRL Data in support of CLIN 0004	IAW CDRL		IAW CDRL	N00039
Options:	Production Year 1				

CLIN	Description	Delivery Date	Quantity	Ship to Address	UIC
1000	ATIP Production Units	90 Days After Option Exercise (AOE))	15 at 90 days AOE, 7 per month thereafter until order is complete Max 125	Same as Item 0001	Same as Item 0001
1001	ATIP TermSim	90 Days AOE	One at 90 days AOE, one per month thereafter until order is complete Max: 3	Same as Item 0001	Same as Item 0001
1002	CDRL Data in support of CLIN 1000 & 1001	IAW CDRL		IAW CDRL	N00039
1003	First Article Inspection	IAW SOW		IAW SOW	N00039
1004	Provisioned Item Order (PIO)	IAW PIO		IAW PIO	N00039
1005	Engineering Support Services	IAW SOW	Lot	IAW SOW	N00039
1006	ODCs in support of CLIN 1005	IAW SOW		IAW SOW	N00039
1007	CDRL Data in support of CLIN 1005	IAW CDRL		IAW CDRL	N00039
Options:	Production Year 2				
2000	ATIP Production	90 Days After Option Exercise (AOE))	15 at 90 days AOE, 7 per month thereafter until order is complete Max 115	Same as Item 0001	Same as Item 0001
2001	ATIP TermSim	90 Days AOE	One at 90 days AOE, one per month thereafter until order is complete Max: 3	Same as Item 0001	Same as Item 0001
2002	CDRL Data in support of CLIN 2000 & 2001	IAW CDRL		IAW CDRL	N00039
2003	First Article Inspection	IAW SOW		IAW SOW	N00039

CLIN	Description	Delivery Date	Quantity	Ship to Address	UIC
2004	Provisioned Item Order (PIO)	IAW PIO		IAW PIO	N00039
2005	Engineering Support Services	IAW SOW	Lot	IAW SOW	N00039
2006	ODCs in support of CLIN 2005	IAW SOW		IAW SOW	N00039
2007	CDRL Data in support of CLIN 2005	IAW CDRL		IAW CDRL	N00039
Options:	Production Year 3				
3000	ATIP Production	90 Days After Option Exercise (AOE))	15 at 90 days AOE, 7 per month thereafter until order is complete Max 110	Same as Item 0001	Same as Item 0001
3001	ATIP TermSim	90 Days AOE	One at 90 days AOE, one per month thereafter until order is complete Max: 3	Same as Item 0001	Same as Item 0001
3002	CDRL Data in support of CLIN 3000 & 3001	IAW CDRL		IAW CDRL	N00039
3003	First Article Inspection	IAW SOW		IAW SOW	N00039
3004	Provisioned Item Order (PIO)	IAW PIO		IAW PIO	N00039
3005	Engineering Support Services	IAW SOW	Lot	IAW SOW	N00039
3006	ODCs in support of CLIN 3005	IAW SOW		IAW SOW	N00039
3007	CDRL Data in support of CLIN 3005	IAW CDRL		IAW CDRL	N00039
Options:	Production Year 4				
4000	ATIP Production Option	90 Days After Option Exercise (AOE))	10 at 90 days AOE, 5 per month thereafter until order is complete Max 25	Same as Item 0001	Same as Item 0001

CLIN	Description	Delivery Date	Quantity	Ship to Address	UIC
4001	ATIP TermSim	90 Days AOE	One at 90 days AOE, one per month thereafter until order is complete Max: 3	Same as Item 0001	Same as Item 0001
4002	CDRL Data in support of CLIN 4000 & 4001	IAW CDRL		IAW CDRL	N00039
4003	First Article Inspection	IAW SOW		IAW SOW	N00039
4004	Provisioned Item Order (PIO)	IAW PIO		IAW PIO	N00039
4005	Engineering Support Services	IAW SOW	Lot	IAW SOW	N00039
4006	ODCs in support of CLIN 4005	IAW SOW		IAW SOW	N00039
4007	CDRL Data in support of CLIN 4005	IAW CDRL		IAW CDRL	N00039

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

OFFEROR'S PROPOSED DELIVERY SCHEDULE

WITHIN TBD DAYS AFTER
 DATE OF RECEIPT OF
 ITEM NO. QUANTITY WRITTEN NOTICE OF AWARD

_____	_____	_____
_____	_____	_____
_____	_____	_____

(End of clause)

Section G - Contract Administration Data

G-1 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (CPARS)

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

(End of clause)

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

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

CONTRACTING OFFICER REPRESENTATIVE

Name: TBD
Code: TBD
Address: TBD

Phone Number: TBD
E-mail: TBD

(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)

The Government contemplates a single award of a hybrid contract to include Cost Plus Incentive Fee (CPIF), Firm Fixed Price (FFP), and Cost Plus Fixed Fee (CPFF) Contract Line Items (CLINS) resulting from this solicitation..

(End of clause)

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

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

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

619-553-3001

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

(End of clause)

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:

For the Cost Plus CLINs use the following:

WAWF Invoice Type *	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC	TBD
Inspector DODAAC (if applicable)	N00039
Inspector Contact Information	TBD
Service Approver DODAAC (Cost Voucher).	N00039
Acceptor Contact Information	TBD
COR Contact Information	TBD
LPO Contact Information	TBD
DCAA Auditor DoDAAC **::	TBD
Service Approver DoDAAC **::	N00039
PAY DODAAC	TBD

Note: Include the complete cost breakdown as an attachment in WAWF.

Notify the COR when the invoices are submitted into WAWF.

(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
TBD	TBD	TBD	COR
TBD	TBD	TBD	Receiver
TBD	TBD	TBD	Acceptor

(End of clause)

5252.232-9209 INVOICING INSTRUCTIONS FOR SUPPLIES, OR SUPPLIES WITH SERVICES INCIDENTAL, USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for supplies delivered 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 for each delivery order or purchase order. Do not combine the payment claims for supplies provided under this contract ordered through multiple delivery orders within one invoice.

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

For the Cost Plus CLINs use the following:

WAWF Invoice Type *	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC	TBD
Inspector DODAAC (if applicable)	N00039
Inspector Contact Information	TBD
Acceptor, Ship To DODAAC (for Combo) or, Service Approver DODAAC (Cost Voucher)	TBD
Acceptor Contact Information	TBD
COR Contact Information	TBD
LPO Contact Information	TBD
DCAA Auditor DoDAAC **	TBD
Service Approver DoDAAC **	N00039
PAY DODAAC	TBD

* Select “Invoice and Receiving Report (Combo)” if billing for goods, or goods and incidental services together; or “Cost Voucher” for all cost-type, T&M, or Labor Hour

** Only applies to cost vouchers.

For the Fixed Price CLINs use the following:

WAWF Invoice Type *	Invoice and Receiving Report (COMBO)
Issuing Office DODAAC	N00039
Admin DODAAC	TBD
Inspector DODAAC (if applicable)	N00039
Inspector Contact Information	TBD
Acceptor, Ship To DODAAC (for Combo) or, Service Approver DODAAC (Cost Voucher)	TBD
Acceptor Contact Information	TBD
COR Contact Information	TBD
LPO Contact Information	TBD
DCAA Auditor DoDAAC **	TBD
Service Approver DoDAAC **	N00039
PAY DODAAC	TBD

* Select "Invoice and Receiving Report (Combo)" if billing for goods, or goods and incidental services together; or "Cost Voucher" for all cost-type, T&M, or Labor Hour

** 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. 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
TBD	TBD	TBD	COR
TBD	TBD	TBD	Receiver
TBD	TBD	TBD	Acceptor

(End of clause)

Section H - Special Contract Requirements

H-1 ORDERING PROVISIONING ITEMSAPPLICABLE TO CLINs 1004, 2004, 3004, 4004

- (a) Contracting Modification – Provisioning Items and Other Supplies to be Furnished When Ordered by the Government. The Contractor shall furnish supplies under these Items set forth herein when a contract modification is issued by the Procuring Contracting Officer (PCO) in accordance with the procedures specified below. The Government shall not be liable for any expenses incurred by the Contractor under these items set forth herein until a contract modification is issued by the Government.
- (b) Ordering Period for the Delivery of Spares. Contract modifications for spares may be issued to effect concurrent delivery of the spares with the systems deliveries.
- (c) Ordering. For the purpose of this contract, the PCO is the ordering activity. The PCO will issue contract modifications for supplies to be furnished by the Contractor in accordance with requirements specified by the cognizant provisioning or requiring activity designated in paragraph (l) below. Each contract modification issued in accordance with paragraph (d) or (e) below shall be prepared on Standard Form 30 (Amendment of Solicitation/Modification of Contract);
- (i) be numbered as a modification to this contract in accordance with FAR 4.7004-3;
 - (ii) identify the Item number set forth in the Schedule of Supplies of the resultant contract under which the supplies are being procured;
 - (iii) set forth the supplies and the quantities being procured.
 - (iv) set forth packaging (preservation and packing) and marking requirements for supplies being procured (See FAR 10.004(e));
 - (v) set forth consignment instructions for supplies being procured to the extent they are known at the time the contract modification is issued (See FAR 47.305-10 and DFARS 247.305-10);
 - (vi) set forth the negotiated delivery or performance dates;
 - (vii) obligate funds to cover supplemental agreement issued under paragraph (d) below or ceiling priced modifications issued under paragraph (e) below;
 - (viii) set forth the applicable accounting and appropriation data;
 - (ix) be given the same distribution as this contract, except that distribution of voluminous contract exhibits shall be limited to:
 - (1) the Contractor,
 - (2) the Contract Administration Office,
 - (3) the cognizant provisioning or requiring activity,
 - (4) the Paying Office, and
 - (5) the Accounting Office.
- (d) Supplemental Agreements Covering Priced Provisioning Items or Other Supplies. Except as otherwise provided in paragraph (e) below, the PCO will issue a supplemental agreement to this contract when supplies are to be furnished by the Contractor. The PCO will utilize the prices from the established pricing tables (in accordance with CDRL A050) when developing the supplemental agreement. Such supplemental agreement shall be firm fixed priced and otherwise fully definitive at the time of issuance and shall be signed by the Contractor and the PCO.
- (e) Provisioning Items Orders – Undefinitized Modifications. In those cases where it is not possible to fully price the supplies required by the Government in accordance with paragraph (d) above, the PCO will issue unilateral contract modification in the form of a ceiling priced modification. Each ceiling priced modification shall provide for total performance of the modification for the specified ceiling price and such ceiling price shall bear reasonable relationship to the work to be performed. A milestone schedule which culminates in a mutually

agreed date upon which complete definitization will occur shall be included in each ceiling priced modification. The milestone schedule established in the ceiling priced modification concerned shall be within the period set forth in paragraph (g) below. Each ceiling priced modification shall set forth the not-to-exceed ceiling price for the supplies being procured and shall be signed by the PCO. The ceiling price specified in any ceiling priced modification shall not be used as a billing price for delivered items. Modifications for undefinitized provisioned items shall be issued in accordance with DFARS 217.74.

(f) Limitation of Government Liability and Contractor Obligations Under Undefinitized Modifications. The not-to-exceed price specified in each ceiling priced modification shall be the limitation on the Government's obligation to pay for the supplies being ordered until the ceiling priced modification has been superseded by a supplemental agreement to this contract unless such not-to-exceed price has been increased, in writing, by the PCO. The Contractor shall not be obligated to proceed with performance under any ceiling priced modified, if the Contractor has reason to believe that the supplies called for will so exceed the estimated price specified therein, but shall promptly so notify the PCO, in writing, with a copy to the cognizant provisioning or requiring activity, and propose an increase in the estimated price. Within fifteen (15) days after receipt of such notification, the PCO will either increase the estimated price of the ceiling priced modification concerned or notify the Contractor, in writing, how and to what extent the work is to be continued. If the Contractor has reason to believe that the total price to the Government for the supplies called for in any ceiling priced modification will be substantially less than the estimated price specified therein, the Contractor shall promptly so notify the PCO in writing, with a copy to the cognizant provisioning or requiring activity. The PCO may, based upon such notification decrease the estimated price of the ceiling priced modification concerned.

(g) Price Quotations and Establishment of Firm Prices Under Undefinitized Modifications. The Contractor shall submit to the PCO, not later than sixty (60) days after issuance of each ceiling priced modification a price quotation for the supplies ordered by the Government which shall include: (1) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the ceiling priced modification, together with sufficient data to support the accuracy and reliability of such estimate, and (2) supporting cost and pricing data. Upon submission of the Contractor's price quotation, the Contractor and the PCO shall promptly negotiate and establish a firm price for the supplies called for in the ceiling priced modification concerned. The firm price established for the supplies set forth in a supplemental agreement to the contract shall supersede the applicable ceiling priced modification. Multiple ceiling priced modifications or portions of unpriced modifications may be incorporated in a supplemental agreement which supersedes a ceiling priced modification, provided that the identification shown in the applicable ceiling priced modifications is set forth in such supplemental agreements. Any supplemental agreement, which supersedes a ceiling priced modification, shall be executed within one hundred eighty (180) days after the issuance of the ceiling priced modification, but in no event after forty percent (40%) of the work has been completed. If agreement on a definitive bilateral modification to any ceiling priced modification is not reached by the period specified above, the PCO may determine a reasonable price for the undefinitized modification in accordance with FAR 15.404-1, FAR 31 and DFARS 215.404-1 subject to appeal by the Contractor as provided in FAR 52.233-1 of this contract.

(h) Segregation of Costs of Ceiling Priced Modifications. The Contractor shall segregate by modification all incurred costs (less allocable credits) for work allocable to each ceiling priced modification issued pursuant to paragraph (e) above. The requirement for the Contractor to segregate the costs of each ceiling priced modification shall continue until a firm price is established by a supplemental agreement to this contract.

(i) Progress Payments – Withholding or Suspension – Ceiling Priced Modifications. Submission by the Contractor of a qualifying proposal for each ceiling priced modification issued hereunder is a material requirement of this contract in order that complete definitization will occur within the period specified in paragraph (g) above. Therefore, if the Contractor fails to submit a qualifying proposal for any ceiling priced modification, progress payments may be reduced or suspended for the order concerned as provided in paragraph (c) (1) of the Progress Payments clause of this contract unless such failure of the Contractor is due to causes beyond its control and without its fault or negligence. The PCO or ACO will notify the Contractor, in writing, as to any reduction or suspension of progress payments pursuant to FAR 32.503-6.

(j) Progress Payments – Expenditure Limitation for Ceiling Priced Modifications. Pending the establishment of firm prices, for the purpose of progress payments only, the contractor price shall be deemed to be fifty percent (50%) of the ceiling price of each ceiling priced modification for which the Contractor has not submitted to the PCO a qualifying proposal for definitization, seventy-five percent (75%) of the ceiling price of each ceiling period modification for which a qualifying proposal has been submitted to the PCO before the funds expended by the Government equal fifty percent (50%) ceiling price. The Contractor shall submit a separate Standard Form 1443, Contractor Request for Progress Payment, for each ceiling priced modification, and each progress payment request shall state the maximum expenditure limitation specified by this paragraph (j).

(k) Contractor Exhibits Provisioned or Other Supplies. The Contractor shall prepare a contract exhibit in accordance with DOD FAR Supplemental 204.7105 and 204.7106, for supplies ordered under this contract. Each such contract exhibit shall utilize the appropriate exhibit identifier assigned in Schedule of Supplies of the contract and shall apply only to the contract line item specified in Schedule of Supplies (or shall apply to one subline item number only if subline items are established within the designated contract line item when supplies are ordered). If all available exhibit line items numbers are utilized within each exhibit (identifier) assigned in Schedule of Supplies for a particular contract line item, the Contractor shall promptly so notify the PCO (Contracting Officer, Space and Naval Warfare Systems Command), in writing.

(l) Modification to Supplemental Agreements. Additions to supplemental agreements or ceiling priced modifications shall be effected in accordance with the procedures for issuing contract modifications specified herein. Any claim for charges resulting from a decrease in the supplies ordered by the Government shall be processed in accordance with the termination procedures of this contract. Items of supplies set forth in modifications to supplemental agreements or ceiling priced modifications (or contract exhibits) issued hereunder shall be numbered in accordance with the applicable procedures in DOD FAR Supplemental 204.7107.

(m) Cost or Pricing Data. Whenever cost or pricing data, as defined in FAR 15.402(a)(3), is required in accordance with FAR 15.403 and DFARS 215.403, the Contractor shall submit a signed Standard Form 1411, Contracting Pricing Proposal cover sheet, with supporting documentation.

(n) Provisioning Document, Specification, or Description of Work. The applicable provisioning document or specification or the description of the work is set forth below. To the extent of any inconsistency between any provisioning document or specification referred to below and the Schedule, the Schedule shall control.

CLIN
1004, 2004, 3004, 4004

Provisioning Document, Specification, or Description of Work
When ordered by the PCO, the Contractor shall provide spares and repair parts IAW the requirements of Attachment (1), Statement of Work, Paragraph 3.10.3.

(End of clause)

H-2 GOVERNMENT FURNISHED PROPERTY

The Government will provide only that property set forth below, notwithstanding any provisions of the specification(s) to the contrary:

DESCRIPTION	QUANTITY	DATE	LOCATION	PROVIDED "AS IS" (YES/NO)
SafeNet KIV-7M and associated power supplies and cabling	3	1 MACA	Contractor Facilities	YES
SafeNet KIV-7HSB and associated power supplies and cabling	2	1 MACA	Contractor Facilities	YES
Legacy TIP Terminal Simulator	1	1 MACA	Contractor Facilities	YES
Management Personal Computers (PCs)	2	1 MACA	Contractor Facilities	YES
Legacy TIPs	2	1 MACA	Contractor Facilities	YES
Government-approved TIP-compatible Ethernet Hubs	4	1 MACA	Contractor Facilities	YES
Fiber Optic Isolator - DCE	1	1 MACA	Contractor Facilities	YES
Fiber Optic Isolator - DTE	1	1 MACA	Contractor Facilities	YES
Multimode fiber	1	1 MACA	Contractor Facilities	YES

(End of Clause)

H-3 EXERCISE OF OPTION

The Government may unilaterally require the Contractor to perform any part or all of the work required for the item(s) listed at any time during the option exercise periods set forth below. All work performed as a result of exercising the options listed below shall conform to contract requirements. Options shall be exercised, if at all, by written telegraphic or electronic notice, signed by the contracting officer, and sent within the option period specified below:

OPTION ITEMSOPTION EXERCISE DATES

0002	From contract award date through 30 April 2013
0006 thru 0008	From contract award date through 30 April 2013
1000 thru 1008	Option to be exercised between 1 May 2013 and 30 April 2014
2000 thru 2008	Option to be exercised between 1 May 2014 and 30 April 2015
3000 thru 3008	Option to be exercised between 1 May 2015 and 30 April 2016
4000 thru 4008	Option to be exercised between 1 May 2016 and 30 April 2017

Quantities listed within Section B are estimates only and quantities less than those listed may be exercised during the performance of resultant contract. Contractor will perform at the prices set forth in Section B and associated pricing tables.

(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)

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

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

(End of clause)

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

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

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

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

SPAWAR HQ

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

(d) The SPAWAR SYSCEN Pacific Office of Patent Counsel, Code 360012, will represent the Contracting Officer with regard to invention reporting matters arising under the contract.

(End of clause)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)**(a) Contractor Request and Government Approval of Travel**

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

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

(b) General

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

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

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

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

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

(c) Per Diem

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

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

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

(d) Transportation

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

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

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

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

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official

business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

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

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

5252.232-9206 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)

5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)

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

(End of clause)

5252.242-9202 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: **Karen Rainville**

ADDRESS: **2.0 Contracts Division**

4301 Pacific Highway

San Diego, CA 92110-3127

TELEPHONE: **858-537-0423**

(End of clause)

Section I - Contract Clauses

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
52.204-2	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
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2012
52.209-3	First Article Approval--Contractor Testing	SEP 1989
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
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 2010) - Alternate II	OCT 1997
52.215-21 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 2010) - Alternate III	OCT 1997
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2011
52.216-8	Fixed Fee	JUN 2011
52.216-10	Incentive Fee	JUN 2011

52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9 Alt II (Dev)	Small Business Subcontracting Plan (JAN 2011) Alternate II (Deviation)	OCT 2010
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	DEC 2010
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2012
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
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
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3 Alt I	Patent Indemnity (Apr 1984) - Alternate I	APR 1984
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards (Deviation)	JAN 2012
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Deviation)	JAN 2012
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	AUG 2010
52.232-17	Interest	OCT 2010
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	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987

52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	DEC 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
252.204-7008	Export-Controlled Items	APR 2010
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
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	FEB 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	SEP 2011
252.219-7004	Small Business Subcontracting Plan (Test Program)	JAN 2011
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	OCT 2011
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
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
252.225-7009	Restriction on Acquisition of Certain Articles Containing Speciaity Metals	JAN 2011

252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
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
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2011
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	DEC 2007
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
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
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	SEP 2011
252.244-7001	Contractor Purchasing System Administration	MAY 2011
252.245-7003	Contractor Property Management System Administration	FEB 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

Fixed-price contracts and subcontracts means--

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

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

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

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

Flexibly-priced contracts and subcontracts means--

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

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

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

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

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

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

(1) Comply with applicable CAS; or

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

Required change means--

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

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

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

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

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

(2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR 52.230-2; or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the clause at FAR 52.230-5; submit a description of the change to the CFAO not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

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

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

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts; and

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

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

- (1) Show the calculation of the cost impact in accordance with paragraph (f) of this clause;
 - (2) Show the estimated increase or decrease in cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to include--
 - (i) Only those affected CAS-covered contracts and subcontracts having an estimate to complete exceeding a specified amount; and
 - (ii) An estimate of the total increase or decrease in cost accumulations for all affected CAS-covered contracts and subcontracts, using the results in paragraph (e)(2)(i) of this clause;
 - (3) Use a format acceptable to the CFAO but, as a minimum, include the information in paragraph (d)(3) of this clause; and
 - (4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.
- (f) For GDM and DCI proposals that are subject to the requirements of paragraph (d) or (e) of this clause, calculate the cost impact as follows:
- (1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (i.e., open or closed) or the fiscal year in which the costs were incurred (i.e., whether or not the final indirect rates have been established).
 - (2) For unilateral changes--
 - (i) Determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:
 - (A) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is increased cost to the Government.
 - (B) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is decreased cost to the Government;
 - (ii) Determine the increased or decreased cost to the Government for fixed-priced contracts and subcontracts as follows:
 - (A) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is increased cost to the Government.
 - (B) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is decreased cost to the Government;
 - (iii) Calculate the total increase or decrease in contract and subcontract incentives, fees, and profits associated with the increased or decreased costs to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and
 - (iv) Calculate the increased cost to the Government in the aggregate.
- (3) For equitable adjustments for required or desirable changes--

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

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

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

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

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

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

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

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

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

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

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

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

(h) For any noncompliant practice subject to paragraph (b)(4) of this clause, prepare the DCI proposal as follows:

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

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

(i) Include only those affected CAS-covered contracts and subcontracts having--

(A) Contract and subcontract values exceeding a specified amount when the noncompliance involves estimating costs; and

(B) Incurred costs exceeding a specified amount when the noncompliance involves accumulating costs; and

(ii) Estimate the total increase or decrease in price and cost accumulations for all affected CAS-covered contracts and subcontracts using the results in paragraph (h)(2)(i) of this clause.

(3) Use a format acceptable to the CFAO that, as a minimum, include the information in paragraph (g)(3) of this clause.

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

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

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

(2) For noncompliances that involve estimating costs, determine the increased or decreased cost to the Government for fixed-price contracts and subcontracts as follows:

(i) When the negotiated contract or subcontract price exceeds what the negotiated price would have been had the Contractor used a compliant practice, the difference is increased cost to the Government.

(ii) When the negotiated contract or subcontract price is less than what the negotiated price would have been had the Contractor used a compliant practice, the difference is decreased cost to the Government.

(3) For noncompliances that involve accumulating costs, determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:

(i) When the costs that were accumulated under the noncompliant practice exceed the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is increased cost to the Government.

(ii) When the costs that were accumulated under the noncompliant practice are less than the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is decreased cost to the Government.

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

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

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

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

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

(k) Agree to--

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

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

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

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

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

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

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

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

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

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

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

(End of clause)

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)

Definitions. Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

Defect means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean ``data."`

(b) Contractor's obligations. (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor **within one year after delivery.**

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect, or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within **45 days after delivery of the nonconforming supplies.** Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within **30 days** a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within **30 days** to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government. (1) The rights and remedies of the Government provided in this clause--

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within **45 days** after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at **a location to be determined at the time notice is given by the Contracting Officer.**

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to--

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise--

(i) Obtain detailed recommendations for corrective action and either--

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of clause)

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (SEP 2011)

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

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from: Not Applicable

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)

(a) Definitions. As used in this clause'

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

Concatenated unique item identifier means--

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

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

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

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

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

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

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

Government's unit acquisition cost means--

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

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

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

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing

Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

 Contract line, subline, or exhibit line
 item No. Item description

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

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

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

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

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

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

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

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

(3) Use a DoD recognized unique identification equivalent; and

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

(ii) The issuing agency code--

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

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

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this

contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

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

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

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

(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)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

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

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

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

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

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

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

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

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

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

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

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

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

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

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

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

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

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

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

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL _____		_____

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

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

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

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

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

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

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

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

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

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

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

(i) Noncommercial items; or

(ii) Commercial items that--

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

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Exhibits:

Exhibit A - Contract Data Requirements List (CDRL) A001 through A100 12 April 2012

Attachments:

Attachment 1 - ATIP Statement of Work (SOW) 12 April 2012

Attachment 2 - System Performance Specification (SPS) 09 March 2012

Attachment 3 - DD Form 254, Security Classification 20 March 2012

Attachment 4 - RESERVED

Attachment 5 - Global WBS Mod E

Attachment 6 - Cost Templates

Attachment 7 - Reference Information Sheet

Attachment 8 - Past Performance Questionnaire

Attachment 9 - ATIP TermSim Specification 07 March 2012

Attachment 10 - ATIP TMCR Version 1 Final 5 April 2012

Attachment 11 - ATIP Mov Version 1 Final 07 March 2012

Section K - Representations, Certifications and Other Statements of Offerors

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **334220**.
[insert NAICS code].

(2) The small business size standard is **750 people**.

(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, or 2010.

(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) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(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, Alternate I, and Alternate II) 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.

(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 FAPIIS 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)

52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

() Yes () No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2011)

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) 252.209-7005, Reserve Officer Training Corps and Military Recruiting on Campus. Applies to all solicitations and contracts with institutions of higher education.

(iii) 252.216-7003, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to 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) 252.229-7003, Tax Exemptions (Italy). Applies to solicitations and contracts when contract performance will be in Italy.

(vi) 252.229-7005, Tax Exemptions (Spain). Applies to solicitations and contracts when contract performance will be in Spain.

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

(2) The following representations or certifications in 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.

(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)

252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State 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 further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is is not a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(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)

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER (OCT 2010)

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

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if--
-

(1) The offer exceeds \$12.5 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that--

(i) Exceeds \$650,000 in value; and

(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for--

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using--

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(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

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20 Alt IV	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data (Oct 2010) - Alternate IV	OCT 2010
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
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-13	Notice Of Progress Payments	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.252-5	Authorized Deviations In Provisions	APR 1984
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010

CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

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

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

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

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates a single award of a hybrid contract to include Cost Plus Incentive Fee (CFIP), Firm Fixed Price (FFP), and Cost Plus Fixed Fee (CPFF) Contract Line Items (CLINS) resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Karen Rainville
Contracting Officer
Space and Naval Warfare Systems Command
4301 Pacific Highway
San Diego, CA 92110-3117
Telephone (858)537-0423
E-Mail: karen.rainville@navy.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far/>

(End of provision)

5252.215-9209 USE OF NON-DEVELOPMENT ITEMS (NOV 1991)

Use of non-development items (NDI) is the preferred method of satisfying operational requirements of the Navy where such use does not significantly degrade the operational or performance requirements. NDI is defined as any of the following:

- a. Commercial and commercial type products.
- b. Material developed and in use by the Navy and other military service or government agency.
- c. Material developed and in use by other countries.
- d. Any of the above that can be modified or integrated to meet the requirements of this solicitation.

Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e., end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economical solutions to its essential operational requirements. Less than full compliance with all performance, technical or operational objectives does not preclude the use of NDI, and offerors should propose such NDI in order for the Navy to consider technical and performance trade-offs. However, NDI alternatives that significantly degrade the performance characteristics of the contract product(s), will not be considered. Offerors are requested to present the cost/benefit analysis that supports the intelligent employment of NDI alternatives.

(End of provision)

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

(a) The Department of Defense is--

(1) committed to minimizing the use of military and federal specifications and standards; and
(2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The offeror--

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

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

(i) a copy of the proposed alternatives;
(ii) a comparison of the proposed alternatives to the specification or standards cited in the solicitation; and
(iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

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

(End of provision)

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

1.0 SOLICITATION OVERVIEW

This solicitation is for the design, development, delivery, and sustainment of ATIP. The ATIP system builds upon the capability originally implemented by the Legacy TIP to provide transparent bridging capability among Internet Protocol (IP) users that are geographically dispersed and connected via Milstar Medium Data Rate (MDR), Advanced EHF MDR/Extended Data Rate (XDR), or Enhanced Polar XDR links. This enhanced functionality will support improvements in performance, implementation/ installation, and operational capability. ATIP will be installed on ship, shore, and submarine platforms.

1.2 TIME & DATE FOR RECEIPT OF PROPOSALS

The time and date for receipt of proposals is **12:00 pm, 15 May 2012**, in accordance with paragraph 1.7 within this provision. Submissions are subject to the late proposal provisions of FAR 52.215-1, Instructions to Offerors-Competitive Acquisition. All times are local time in San Diego, California.

1.3 SOLICITATION AVAILABILITY

The solicitation is available via the Internet by accessing the SPAWAR Business Opportunities Page at <https://e-commerce.spawar.navy.mil>. If assistance accessing the solicitation is required, please contact Michael Ferlo, Contract Specialist, by e-mail at michael.ferlo@navy.mil or by telephone at (619) 524-7463, or Karen Rainville, Contracting Officer, by e-mail at karen.rainville@navy.mil or by telephone at (858) 537-0423.

1.4 OFFEROR QUESTIONS REGARDING SOLICITATION

Offerors may submit questions concerning, or request clarification of, any aspect of this RFP. All questions shall be submitted in writing by electronic means through the ATIP solicitation page on the Space and Naval Warfare Systems Command (SPAWAR) e-Commerce website at <https://e-commerce.sscno.nmci.navy.mil> no later than **fifteen calendar days** after issuance of this RFP. Offerors are advised that the Government will make available to the public any Offeror questions and comments and the Government's associated responses; therefore Offerors shall not provide questions or comments of a proprietary nature. The Government will use its best efforts to respond to Offeror questions and comments; however, responses are not guaranteed. All questions and answers will be posted on the SPAWAR e-Commerce website at <https://e-commerce.sscno.nmci.navy.mil>.

1.5 VALIDITY OF PROPOSALS.

Proposals submitted in response to this solicitation shall be valid for twelve (12) months from the solicitation closing date.

1.6 ESTIMATED EFFECTIVE AWARD DATE

For Bidding/Proposal purposes the estimated effective date of contract award is July 2012.

1.7 SUBMISSION OF ELECTRONIC PROPOSALS

1.7.1 Offerors shall submit their proposals electronically to SPAWAR Headquarters San Diego under the instructions contained in this provision. Offerors shall submit their signed proposals as "PDF" documents. Electronic copies shall be submitted via the SPAWAR Ecommerce 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://ecommerce.sscno.nmci.navy.mil/>.

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

1.7.2.1 Adobe Acrobat version 7.0 or greater shall be used to create the "PDF" files. All attachments that are required in Excel shall be provided in soft copy in Microsoft Excel 2003 **with all formulas intact**. Additionally, all text (e.g., Basis of Estimates) shall be provided in a searchable format (e.g., PDF). Any table that is provided in the cost volume shall either be in MS Excel **with all formulas intact** or shall have a backup in MS Excel **with all formulas intact**.

1.7.2.2 The proposal submission files may be compressed (zipped) into one ZIP file entitled "PROPOSAL.ZIP" using WinZip version 9.0 or greater.

1.7.2.3 Cost or Pricing Type Data: All information relating to cost and pricing type data shall be included only in the section of the proposal designated by the Contracting Officer as the Cost Proposal. Under no circumstances shall cost and pricing type data be included elsewhere in the proposal. Paragraph cross-referencing between Cost Proposal paragraphs and technical/management proposal paragraphs is requested to provide clarity.

1.7.2.4 The Offeror's e-proposal files shall be structured and named in accordance with the naming conventions outlined below. The full name for each file will consist of solicitation number, Offeror name, volume and content type suffix (e.g. N0003912R0003.OFFERER_NAME.V2.TECH.pdf). Files submitted as attachments or enclosures shall be indicated by adding .ENCLx or .ATTx, where x is the sequential attachment/enclosure for each file (e.g. N0003912R0003.OFFERER_NAME.V3.COST.ATT1.xls).

1.7.3 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", 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 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", or the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision contained in the solicitation.

1.7.4 At the time Offerors submit their proposals electronically, they shall state the following in the "Proposal Comments" section of the e-commerce proposal submission format: Prime contractors shall state, "(Insert Contractor name) is pleased to submit this proposal as the prime contractor for solicitation N00039-12-R-0003. The following companies will be submitting proposals as subcontractors: (insert subcontractor's names)." Subcontractors shall state, "(Insert Subcontractor name) is pleased to submit this proposal as a subcontractor for (Insert Prime contractor name) for solicitation N00039-12-R-0003."

1.7.5 Under separate cover (i.e. apart from Prime Contractor's proposal), subcontractors shall submit one (1) paper copy to the address above. Subcontractors shall also directly submit their Cost/Price Volume proposal electronically, via the electronic submission instructions identified in herein.

1.7.6 In addition to the above, the Offeror and major subcontractors shall submit one copy of the proposal to the Offeror's cognizant DCAA office. The submission shall include a note to the cognizant DCAA auditor that no action is to be initiated on the attached files until receipt of a letter from the Contracting Office requesting specific assistance.

NOTE: The electronic copy and paper copy of the proposal must be identical. If the two documents are not identical, the paper copy will be rejected. The paper copy shall be postmarked or hand delivered prior to the receipt due date and time listed in the RFP.

2.0 PROPOSAL REQUIREMENTS

2.1 PROPOSAL ORGANIZATION, FORMAT, AND CONTENT

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

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

A cover sheet shall be affixed to each volume, clearly marked as to the volume number, the copy number, the RFP identification and the Offeror's name. The volume and copy numbers shall appear on the spine of the volume binder to permit rapid accounting when the volume is placed in a vertical position in a storage cabinet. Pages shall be numbered consecutively within each section to indicate the volume, section, and page. For example, page 19 of Volume I, Section 3 would be numbered I-3-19. Pages in the Cost/Price Volume shall be numbered consecutively.

2.1.2 PROPOSAL FORMAT. In addition to all other requirements of this solicitation, each Offeror shall demonstrate its capability by means of a detailed written proposal in each of the areas indicated under Section M – Evaluation Factors for Award. Proposals submitted for consideration for award shall address the full scope of the solicitation.

2.1.2.1 In addition to the instructions set forth in Paragraph 1.7 of this provision, Offerors shall submit one original signed paper version of their entire proposal to Space and Naval Warfare Systems Command, Attn: Michael Ferlo, Code 2.1B6, 4301 Pacific Highway, San Diego, CA 92110-3117 not later than 12:00 p.m. San Diego, CA time as stated in paragraph 1.2 above.

Additionally, Offerors shall submit two paper copies of both Volume II and III with the original submission. Offerors shall also provide one copy of a sanitized version of Volume III (exclusive of rates and CLIN pricing). No additional copies of Volume I are required. The electronic proposal submission described in Paragraph 1.7 must be identical to the signed paper proposal submission.

2.1.2.2 The proposal shall be on 8-1/2" X 11" paper, single-spaced typed lines, with 1" margins, including figures, glossaries, table of contents and cover sheets. Each sheet shall be printed on both sides. Type size shall be Times New Roman and no smaller than 12 point in the text, 10 point in spreadsheets, and 6 point on drawings, figures, and tables. Foldouts may be used, but shall be no larger than 11" by 17", shall be printed on one side only, and shall count as two pages. Standard margins shall be a minimum of one inch, excluding header and footer. The volumes shall contain a glossary of abbreviations and acronyms used and an explanation of each. No pen and ink changes are allowed.

2.1.3 PROPOSAL CONTENT

Responses to the requirements in each of the factors listed in Section M are necessary to enable the Government to evaluate the Offeror's understanding of, and capability to accomplish, the stated requirements. The Offeror must provide sufficient detail to substantiate the validity of all stated claims. Proposals shall be submitted in accordance with the instructions contained herein. Non-conformance may cause rejection of, or the down scoring 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 shall be provided to allow the Government to evaluate the Offeror's approach.

Proposals shall be prepared and submitted as follows:

VOLUME I, Contract Documents (see paragraph 3.0) – No Page Limit

VOLUME II, Technical Proposal (see paragraph 4.0) (**93 pages total** - excluding Technical Data Rights Assertions):

Section A - Executive Summary: Page Limitation: 3 pages.

Section B - Factor 1 - Technical Approach: Page Limitation: 50 pages (excludes pages required for the Software Development Plan, supporting information such as descriptive literature, tests reports, and brochures. Supporting information shall not exceed 15 pages.)

Section C - Factor 2 - Technical Data Rights: Page Limitation: None.

Section D - Factor 3 - Management Approach: Page Limitation: 25 pages (excludes pages required for the Integrated Master Schedule)

Section E - Factor 4 - Past Performance: Page Limitation: 3 pages per reference (CPARS evaluations (if provided) are excluded from this limit)

VOLUME III, Cost/Price Proposal (see paragraph 5.0) – No Page Limit

VOLUME III, Cost/Price Proposal (see paragraph 5.0) – No Page Limit (**SANITIZED**)

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

Do not include cost information in any volume other than the Cost/Price Volume.

3.0 VOLUME I – CONTRACT DOCUMENTS. The contract volume shall be organized as follows:

The required content of each contract volume section is described below. The completion and submission to the Government of the items in Volume I will constitute the offer. The Government's acceptance of the offer will create a binding contract between the Government and the Offeror. The Offeror's failure or refusal to assent to any of the terms and conditions of this RFP or its imposition of additional conditions or any material omission in its offer may constitute a deficiency which may make the offer unacceptable to the Government.

- (i) **Section A:** Cover Letter. The proposal shall be accompanied by Cover Letter prepared on the Offeror's letterhead stationery and signed by an individual authorized to bind the company to the proposal. **Cover Letters shall be provided by the Offeror (Prime) and all Subcontractors** and shall reference the solicitation number and acknowledge that the Offeror is transmitting an offer in response to the solicitation. In addition, the Prime Contractor shall provide a list of all major Subcontractors by name and shall specify the type of subcontract (e.g., CPFF or Labor Hour). The Cover Letter shall provide a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. It shall state: (1) Commercial and Government Entity (CAGE) number, (2) DUNs Number, (3) Taxpayer Identification Number (TIN), (4) address(es) of the location(s) at which the Offeror intends to perform the proposed effort, (5) state the name, address and telephone number of the cognizant DCAA audit office, (6) the name, address and telephone number of the cognizant DCMA office, and (7) a statement that the proposal is valid for twelve (12) months from the solicitation closing date. The above listed information (items 1-7) shall also be provided for all proposed subcontractors.
- (ii) **Section B:** Exceptions to the RFP. The Offeror's proposal shall include any exceptions to the provisions of the solicitation. The Offeror shall clearly state the exceptions and provide references to the applicable RFP page, paragraph or exhibit line item number. The Offeror shall provide a full explanation for all exceptions

taken to the solicitation. Any material exceptions to the RFP may render the proposal unacceptable and ineligible for award on initial proposals. If the Offeror takes no exceptions to the provisions of the solicitation, the Offeror shall state "No exceptions."

- (iii) **Section C:** Signed SF33 with completed Sections B through K. The Offeror's proposal shall provide a completed RFP to include completed and signed SF33 acknowledging all amendments and completed Sections B through K.
- (iv) **Section D:** Response to Provision 252.227-7017. The Offeror shall submit data rights information pertaining to technical data or computer software in accordance with DFARS 252.227-7017.
- (v) **Section E:** Proprietary Data Protection Agreements (PDPA). The Space and Naval Warfare Systems Command (SPAWAR) will use support personnel from Booz Allen Hamilton to assist the Government during source selection by providing administrative support. In addition, Systems Technology Forum, Ltd, may be providing support as an Advisor. This assistance will not include rating or scoring of the proposal itself. **Offerors shall expressly grant the Government permission to provide copies of all portions of their proposals to contractor support identified above in their cover letter.** Offerors that object to this organization assisting the Government with administrative tasks during the evaluation process shall expressly state such objections in their cover letter.

In accordance with solicitation provision "L-500 Notification of use of Contractor Support", Offerors shall provide fully executed PDPA's between the Offeror and Booz Allen Hamilton and Systems Technology Forum, Ltd, in which the Offeror agrees to allow access to its proposal by employees of Booz Allen Hamilton who work under support contracts to PMW/A 170 and which obligate the support personnel from these companies to protect such data from unauthorized use or disclosure in accordance with the terms of the agreements.

- (vi) **Section F:** Systems and Compliances

The Offeror shall provide documentation that demonstrates they currently have an adequate Accounting System, Estimating System, and Purchasing System. If available, the Offeror shall include the report number and date of the cognizant DCAA office's determination stating that the Offeror's accounting system is adequate for the accumulation, reporting, and billing of costs under a cost reimbursement contract (attach a copy of the report). If the Offeror does not have a determination from DCAA regarding its accounting system, the Offeror shall provide documentation as to why their business systems have not been reviewed or why documentation cannot be provided, and justification as to the adequacy of their accounting system. In making the responsibility determination, the Government may pursue additional reviews of the Offeror's business systems to determine adequacy. In order to be awarded a cost reimbursement contract, a contractor must have an adequate accounting system in accordance with 16.301-3. Additionally, the Offeror must have a DCMA-approved Disclosure Statement prior to contract award in accordance with FAR 30.202-6. The Offeror shall include the report number and date of the cognizant DCMA office's determination stating that the Offeror's Disclosure Statement is adequate (attach a copy of the report).

- (vii) **Section G:** Security Clearance levels. Offerors must document that all facilities and personnel proposed to perform this contract possess at a minimum the security clearance levels required by the RFP (DD Form 254) - Attachment 3.

- (viii) **Section H:** Contractor Responsibility Information.

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

- (a) Information regarding the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statements. If you are currently being audited, or have been audited by the Defense Contract Audit Agency (DCAA), provide the address, current telephone

number, and current point of contact for the cognizant DCAA and the cognizant Defense Contract Management Area Office (DCMAO). Also include the latest approval date of your Disclosure Statement (not applicable to Small Businesses) and most recent audit status, i.e., when was the last one performed, what were the findings, etc.

(b) A listing of previous and/or ongoing experience in related areas. Include the contracting activity, program or item produced, contract number, current point of contact, current telephone number, duration of contract, type of contract and total dollar amount of contract. Please ensure information provided is current and up-to-date. If the Offeror believes that the information provided under "Past Performance Information – FACTOR 4" adequately addresses the requirements of this provision, please so state here. Repetition of the same information is not necessary.

(c) A summary of your:

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

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

- (1) Methodology for the selection of proposed subcontractors, if any, and the benefit they would bring to the arrangement.
- (2) Analysis performed on the subcontractor's cost proposal to determine a fair and reasonable price.

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

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

(ix) **Section I:** Organizational Conflict of Interest (OCI) Mitigation Plan(s). The Offeror's attention is directed to FAR Subpart 9.5 relating to organizational conflicts of interest. It is the Government's intent to avoid, neutralize, or mitigate potential conflicts as early in the acquisition process as possible. The Offeror shall submit draft versions of any required OCI Mitigation Plans, consistent with the guidance contained in FAR Subpart 9.5.

(x) **Section J:** Small Business Subcontracting Plan. Offerors, unless otherwise exempt, due to being small business concern or a company performing outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico, shall, in accordance with FAR 19.7 and FAR 52.219-9, submit a Small Business Subcontracting Plan, as part of Volume I. Failure to submit and negotiate a subcontracting plan acceptable to the Contracting Officer shall make the offer ineligible for award of a contract.

If the Offeror is a participant in the Department of Defense (DoD) Comprehensive Subcontracting Test Program specified in DFARS 219.7, the Offeror shall provide a copy of the approved comprehensive plan and describe how small business participation on this contract will contribute to its overall Comprehensive Subcontracting Plan goals. The description must provide the extent of small business participation for this procurement with percentage and dollar amounts for specific small business categories.

The following SPAWAR Subcontracting Goals for this procurement are provided to assist in the development of the Offeror's Subcontracting Plan:

- Total Small Business – 20%
- Small Disadvantaged Business – 5%
- Woman Owned Small Business – 5%
- HUB Zone – 3%
- Service-Disabled Veteran Owned Small Business – 3%

The above goals are provided as a baseline for preparing the subcontracting plan. The percentages shown above are percentages of the total amount (dollars) subcontracted. The subcontracting plan shall propose subcontracting goals for this specific requirement. If the subcontracting plan does not meet the above goals in any category it shall clearly explain why the goal is not being proposed and what actions the contractor is undertaking to maximize small business subcontracting goals in an attempt to bring the percentages to or above the SPAWAR goals.

- (xi) **Section K:** Foreign Owned Subcontractors. The proposed Offeror shall identify any and all potential foreign-owned subcontractors they intend to team with for the procurement in the following format:

Name of Subcontractor:	
Country of Origin:	
Date of executed Technical Assistance Agreement (TAA):	

The Offeror shall provide a copy of the executed TAA within the Contracts Volume. In the event that a TAA is not in place at the time of proposal submission, the Offeror shall provide a copy of a draft TAA for Government review. The Offeror shall ensure that the TAA will be in place prior to the award of the contract. The Offeror shall ensure all applicable subcontractor flow down clauses are complied with by the all subcontractors, including foreign-owned.

- (xii) **Section L:** Correlation Matrix. The format of the proposal volumes shall correlate directly and sequentially with the proposal outline specified in Section L. The proposal shall provide an obvious correlation to the specific requirements given in each instruction. The Offeror shall complete the following Correlation Matrix by completing the “Offeror’s Proposal Citation” column of the matrix with the volume, section number, annex, exhibit, page number, and paragraph numbers, as applicable, and returned in the Technical Volume.

Section L	Section M	Offeror’s Proposal Citation
Technical Approach (Factor 1)	Technical Approach (Factor 1)	
System Design (Subfactor 1.1)	System Design (Subfactor 1.1)	
Hardware Development Approach (Subfactor 1.2)	Hardware Development Approach (Subfactor 1.2)	
Software Development Approach (Subfactor 1.3)	Software Development Approach (Subfactor 1.3)	
System Effectiveness Engineering and Integrated Logistics Support (ILS) (Subfactor 1.4)	System Effectiveness Engineering and Integrated Logistics Support (ILS) (Subfactor 1.4)	
Technical Data Rights (Factor 2)	Technical Data Rights (Factor 2)	
Management Approach (Factor 3)	Management Approach (Factor 3)	
Program Management Plan (PMP)(Subfactor 3.1)	Program Management Plan (PMP)(Subfactor 3.1)	
Integrated Master Schedule (Subfactor 3.2)	Integrated Master Schedule (Subfactor 3.2)	

Section L	Section M	Offeror's Proposal Citation
Small Business Commitment (Subfactor 3.3)	Small Business Commitment (Subfactor 3.3)	
Past Performance (Factor 4)	Past Performance (Factor 4)	
Cost/Price (Factor 5)	Cost/Price (Factor 5)	

4.0 VOLUME II – TECHNICAL PROPOSAL. The technical proposal shall be organized as follows:

4.1 Section 1, Technical Approach (Factor 1). The technical approach factor includes the following four (4) subfactors:

4.1.1 System Design (Subfactor 1.1). The Offeror shall describe how their system design (hardware and software) meets the requirements specified in the ATIP Specification Quality of Service (QoS) Processing Requirements Section 3.2.2, Transmit Data Processing Requirements Section 3.2.3, TDMA Subnet Management Requirements Section 3.2.5, and Terminal Interface (TIF) Requirements Section 3.2.7. In describing the ATIP system design approach, the Offeror shall include the allocation of the requirements to system/subsystem HW/SW components and a detailed description of the HW/SW components, internal/external interfaces and time critical dependencies. The Offeror shall describe how their system design employs a Modular Open Systems Architecture (MOSA) and identifies any reliance on proprietary, vendor-unique, or closed software or hardware elements (e.g. non-COTS elements) and how they will be developed or modified. The description shall also address the modularity and manner in which it will be generally upgradable with minimal impact to other ATIP modules, and specifically upgradable to support P3I efforts delineated in the ATIP Specification Pre-Planned Product Improvements (P3I) Section 3.1.5.

The Offeror shall describe how their ATIP packaging design will meet the requirements delineated in ATIP Specification Physical Requirements Section 3.3, while maximizing use of COTS components. In describing the packaging design, the Offeror shall describe how the design will support installation in shore, ship, and submarine environments; and the approach for verifying that the ATIP packaging will meet the environmental requirements delineated in ATIP Specification Environmental Conditions (Ship/Shore/Sub)Section 3.3.6.

4.1.2 Hardware Development Approach (Subfactor 1.2). The Offeror shall describe their hardware development approach, including firmware development, to meet the requirements delineated in ATIP Specification Terminal Interface (TIF) Requirements Section 3.2.7 and ATIP Physical Requirements Section 3.3. Where Field Programmable Gate Array (FPGA) technology is proposed, the Offeror shall describe their hardware development process and methodology to be used for the ATIP development, including standards for developing FPGA code, test procedures, and configuration management. This description shall also include the hardware testing process (both functional and environmental testing as appropriate), defect identification and resolution tracking and reporting, and how that will support overall ATIP system integration and test per ATIP Statement of Work (SOW) Software and Hardware Integration (RDT&E) Section 3.7.

4.1.3 Software Development Approach (Subfactor 1.3). The Offeror shall submit a draft version of its Software Development Plan (SDP) in accordance with the requirements contained in Section 3.5.1 of the ATIP SOW. The SDP may be formatted as desired by the Offeror, but must contain the information described in the ATIP SOW and the SDP Data Item Description (DID) (DI-IPSC-81427A). The SDP is not page limited. An SDP, if it is to-the-point and appropriate, may be preferable to a SDP that is excessively wordy and contains non-essential material. The Offeror shall also submit an SDP rationale which describes why their specific approach is appropriate for the system to be procured and how their proposed processes are equivalent to those articulated by Capability Maturity Model Integration (CMMI) capability Level 3. In describing any previous

CMMI or equivalent model based process maturity appraisals, the Offeror shall identify the organizational entity and location where the appraisal was performed, the type of evaluation, the organization performing the evaluation, and the level earned. The Offeror shall also identify the number of proposed staff experienced in using these processes that will be assigned to the ATIP effort.

The Offeror shall describe their process for releasing interim firmware/SW builds during the development process to support independent testing in Government laboratories and for incorporating problem reports resulting from independent Government testing.

Offeror shall describe the approach to be followed for providing the Government or its authorized representative access to developer and subcontractor facilities for review of software products and activities.

Offeror shall describe the approach to be followed for software product evaluation, including: in-process and final software product evaluations; software product evaluation records and items to be recorded; and, independence in software product evaluation. If different builds or different software on the project require different planning, these differences shall be noted. The presentation of this activity shall include the approach (methods/procedures/tools) to be applied to: 1) the analysis or other technical tasks involved; 2) the recording of results; and 3) the preparation of associated deliverables. The discussion shall also identify applicable risks/uncertainties and plans for dealing with them.

Offeror shall describe the approach to be followed for software quality control, including: software quality control evaluations; and, software quality control records and items to be recorded. If different builds or different software on the project require different planning, these differences shall be noted. The presentation of this activity shall include the approach (methods/procedures/tools) to be applied to: 1) the analysis or other technical tasks involved; 2) the recording of results; and 3) the preparation of associated deliverables. The discussion shall also identify applicable risks/uncertainties and plans for dealing with them.

- 4.1.4 System Effectiveness Engineering and Integrated Logistics Support (ILS) (Subfactor 1.4).** The Offeror shall describe their approach to meeting the System Effectiveness Engineering and ILS requirements specified in ATIP SOW System Effectiveness Engineering Section 3.4 and Integrated Logistic Support (ILS) Section 3.10. The Offeror shall identify strategies to maximize reliability, availability, and maintainability of the system while forward deployed. Describe the maintenance concept of the Offeror's system, including software maintenance. The Offeror shall identify any components that will be obsolete or will be very likely to be obsolete prior to the end of the estimated five (5) year service life. The Offeror shall identify all commercial licenses, including open source software licenses that will be required for maintenance purposes throughout the systems' lifecycle. Additionally, describe the proposed logistics approach addressing development and maintenance of technical data packages, training curriculum, and Technical Manuals. Identify support equipment required to operate and maintain the system. Describe any containers required and any unique shipping requirements. Describe the number of personnel and skill required to operate and maintain the systems.

4.2 Section 2, Technical Data Rights (Factor 2).

For all ATIP designs and deliverables under this contract, it is the Government's objective that all noncommercial Technical Data (TD), Computer Software/Computer Software Documentation (CS/CSD) (including source code) be delivered with Unlimited Rights, or if such noncommercial TD/CS/CSD contains elements generated previously with Offeror's own capital, with a minimum of Government Purpose Rights (GPR) (as defined by DFARS 252.227-7013 and 252.227-7014). Technical Data and software are defined at DFAR 252.227-7013 and DFARS 252.227-7014. If

the Offeror proposes to deliver commercial TD/CS/CSD, it is the Government's desire to obtain a license to the commercial TD/CS/CSD that would grant the Government the equivalent of GPR. The Government's objective applies to any commercial and noncommercial TD/CS/CSD deliverables such as engineering diagrams, analysis, reports, and designs that pertain to the systems to be delivered under this contract. An Offeror will not, however, be deemed non-responsive if it offers to provide rights more restrictive than GPR on any portion of the technical data, and/or software to be delivered under this contract for which it is entitled to assert those restrictions pursuant to the DFARS 252.227-7013 and 252.227-7014. The Government's goal of acquiring GPR is not a condition of award; rather it is factor in the source selection decision.

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

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

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

4.3 Section 3, Management Approach (Factor 3).

- 4.3.1** Program Management Plan (PMP) (Subfactor 3.1). The Offeror shall provide a draft program management plan that describes the policies and procedures for managing and directing the effort for standardization, process and process control, productivity, quality, cost control, cost management, teaming, Work Breakdown Structure (WBS), risk management such as early identification and resolution of problems per ATIP SOW Section 3.1.2.1, Program Management Plan.
- 4.3.2** Integrated Master Schedule (Subfactor 3.2). The Offeror shall provide an Integrated Master Schedule (IMS) that delineates the Offeror's planned schedule for all activities, events, milestones, and critical paths associated with all program efforts in accordance with DID DI-MGMT 81650. The IMS shall include the program schedule with technical tasks and activities necessary to complete the work effort scoped within the SOW. The program's critical path(s), based on critical path analyses, shall be identified in the IMS. The Offeror shall develop the IMS in accordance with MIL-HDBK 881. The Offeror shall provide in the submitted IMS all contractors' tasks, events, milestones which should be traceable to the contract WBS and contractor's cost management systems. The IMS shall be developed by logically networking (predecessor & successor logic) all discrete contractors, principal and critical subcontractor activities from contract award through program completion. For purposes of developing the IMS, the Offeror shall use a contract award date of July 2012.

The following notional schedule details the current ATIP program planning milestones. The Offeror must develop their own detailed schedule, especially with respect to design reviews.

ATIP Development Contract Award	July 2012
ATIP System Design Review (SDR)	August 2012
ATIP Preliminary Design Review (PDR)	September 2012
ATIP Critical Design Review (CDR)	January 2013
ATIP Design Verification Test	July 2013
ATIP EDM First Delivery	August 2013

4.3.3 Small Business Commitment (Subfactor 3.3):

Offerors, unless otherwise exempt, due to being a small business concern or a company performing outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico, shall, in accordance with FAR 19.7 and FAR 52.219-9, submit a Small Business Subcontracting Plan. Failure to submit and negotiate a subcontracting plan acceptable to the Contracting Officer shall make the offer ineligible for award of a contract.

The following SPAWAR Subcontracting Goals for this procurement are provided to assist in the development of your Subcontracting Plan:

Small Business Categories	SPAWAR Target (Based upon % of subcontracted amount)
Total Small Business (includes the below)	20%
Small Disadvantaged Business	5%
Woman-Owned Small Business	5%
HUBZone	3%
Service-Disabled Veteran Owned Small Business	3%

The above goals are provided as a baseline for preparing the subcontracting plan. The subcontracting plan shall propose subcontracting goals for this specific requirement. If the subcontracting plan does not meet or exceed the above goals in any category the Offeror shall clearly explain why the goal is not being proposed and what actions the contractor is undertaking to maximize small business subcontracting goals in an attempt to bring the percentages to or above the SPAWAR goals.

If the Offeror is a participant in the DoD Comprehensive Subcontracting Test Program specified in DFARS 219.7, the Offeror shall provide a copy of the approved comprehensive plan and describe how small business participation on this contract will contribute to its overall Comprehensive Subcontracting Plan goals. The description must provide the extent of small business participation for this procurement with percentage and dollar amounts for specific small business categories.

Small Business Commitment

In addition to the Small Business Subcontracting Plan to be submitted in Volume I, large business Offerors shall provide (1) (2) and (3) below.

- 1) The Offeror shall provide a copy of the Offeror's latest individual eSRS for each of three (3) contracts similar in size to ATIP where the Offeror was a prime contractor. If the Offeror is, or was, a participant in the DoD Comprehensive Subcontracting Plan Test Program during the period of performance for the contracts identified for past performance, the Offeror shall submit the relevant

SF 295 for the period(s) covered in lieu of individual eSRS report. If the contractor does not report in eSRS, then they shall provide the copies of the DD-294. In addition, provide the Offeror's latest DCMA Subcontracting Program Compliance Rating letter including the attached rating narrative.

- 2) The Offeror shall provide a table identifying all proposed first tier subcontractors individually by name with their addresses, their business type (large, small, small disadvantaged, women-owned, HUB Zone, , service-disabled veteran-owned small) as determined by the SBA size standard for the specific work being subcontracted; the principal service/supply being provided by the subcontractor; and the complexity of the service/product provided. A sample table is provided below.
- 3) The Offeror shall provide evidence of commitment to utilize small businesses on this contract. Evidence may include copies of binding agreements, enforceable commitments or letters of intent executed with the subcontractors identified in the table required by (2) above.

Name of 1st Tier Subcontractor	Subcontractor Address	Type of Business (Large, SB, HUB Zone, SDB (incl. HBCU/MI), WOSB, VOSB, SDVOSB) List all Applicable Categories	Principal Supply/Service Provided	Complexity of Product/Service Provided (Brief Narrative)
XYZ Corp.	123 Main St. Anytown, NY 01345	Large	Castings	Manufactured to .01 tolerance
Acme, Ltd.	456 First Ave. Somewhere, NY 54321	SB, SDB, VOSB	Logistics Software	Utilizing ISO 9000 and S100D standards with XML

The CCR & SBA Dynamic Small Business Search (<http://ccr.gov>) database will be viewed to verify the small business category or categories of the proposed small businesses in the table. The Offerors shall list all applicable business types for which each subcontractor qualifies. The definition of a small business concern is as set forth in 13 CFR 121.105.

NOTE 1: This information is for source selection evaluation purposes only. The Small Business Subcontracting Plan shall be submitted by the Offeror in accordance with FAR 52.219-9 stating cumulative subcontracting goals and for each option in both dollars and percentages of total subcontracted amount.

NOTE 2: Offerors are reminded that all goals accepted and incorporated into the resulting contract will be subject to FAR Clause 52.219-16, "Liquidated Damages-Subcontracting Plan".

NOTE 3: Offerors are reminded that the Small Business Subcontracting Plan (required from large businesses only) shall correlate with the proposal information on small business commitment.

4.4 Section 4, Past Performance (Factor 4).

4.4.1 Offerors (primes and major subcontractors) are to provide past performance information on recent contracts performed by the Offeror and/or its proposed major subcontractors for efforts similar and relevant to the requirements of this Request for Proposal. This data shall be submitted for no more than five (5) of the most recent and relevant contracts for the prime contractor, and for no more than one of the most recent and relevant contracts for each major subcontractor. "Recent" is defined as a contract performed within the last five (5) years. For purposes of past performance, a major subcontractor is defined as a subcontractor that will be performing at least 10 percent of the total proposed effort (by dollar value) under any resultant

contract. This information shall be provided by the submission of RFP Attachment 7 “Reference Information Sheet” for each contract.

Relevant contracts are those that demonstrate management and technical experience with the design, development, integration, testing and production of systems of the same depth, breadth and scope of the ATIP system.

4.4.2 If the Offeror has not had five (5) Federal Government contracts within the last five (5) years, information on relevant subcontracts, state and local government, and/or commercial contracts may be submitted instead. Furthermore, past performance information may also include predecessor companies and/or key personnel who have past performance similar and relevant to the requirements of this RFP.

4.4.3 If the Offeror’s Past Performance information is located in the Contractor Performance Assessment Reporting System (CPARS) or the Past Performance Information Retrieval System (PPIRS) (as indicated on the Attachment 7, Reference Information Sheet), then it is not necessary for a Past Performance Questionnaire/Survey (Attachment 8) to be submitted. If available, attach the most recent CPARS evaluation (Block 15) for each experience (not counted against the page limitation). If CPARS evaluations are unavailable, ensure that the references (Block 9(a)/9(b)) contract information is accurate. For those Offerors whose past performance information is not located on the automated systems, Offerors shall contact their references and request that each reference complete Attachment 8 “Past Performance Questionnaire/Survey” and fax or e-mail the completed survey form directly to Michael Ferlo, 4301 Pacific Highway, San Diego, CA 92110, fax, (619) 524-3180, or michael.ferlo@navy.mil BEFORE THE DUE DATE OF THIS SOLICITATION. The Government may consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information.

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

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

4.4.6 Offerors that have no record of past performance (i.e., new businesses) must submit a signed and dated statement to that effect.

NOTE: Offerors (prime and major subcontractors) shall provide the Past Performance Reference Information Sheet for each cited contact (as applicable).

5.0 VOLUME III – COST/PRICE PROPOSAL.

5.1 Overview

The information required in this section will be used by the Government to evaluate the Offeror’s (and hence each major subcontractor’s) cost/price proposal for realism and reasonableness as stated in Section M of the RFP. Major subcontractor is defined below in Section 4.1.1.2. This volume should contain cost information only. The guidelines and requirements in this section are provided to (1) aid Offerors in preparing their cost volume, and (2) aid the Government in reviewing and evaluating the Offeror’s cost volume. The Government’s intent is to provide instructions that will allow the Offerors to develop clear, concise and comprehensible proposals and to minimize data requests by the Government during the evaluation process.

The cost/price proposal instructions outlined in this section shall be followed in developing the proposed costs and prices for all CLINs listed in Section B – Supplies/Services and Prices/Cost of this RFP. Offerors shall complete Section B and provide it in this volume with an additional copy to be provided in the Contract Volume. The cost volume submitted by the Offeror shall include the cost/price of all ATIP CLINs.

The burden of cost/price credibility rests entirely with the Offeror; therefore, to the maximum extent possible historical costs/prices and past experiences on similar programs shall be used to support proposed costs/prices. The Government's intent is to provide instructions that will allow the Offeror/major subcontractor to develop a clear, concise and comprehensible proposal, and to minimize data requests by the Government during the evaluation process. The contents of the evaluated CLINs are summarized below for convenience. Should the summary or status of the CLINs below differ from Section M or Section B, those sections shall take precedence.

Throughout these instructions, formats are provided to assist the Offeror/major subcontractor in providing adequate substantiation and ensuring traceability throughout the cost/price proposal. The Offeror/major subcontractor shall complete cost attachments to this RFP and provide them in the proposal. Blank versions of each attachment are provided in a Microsoft Excel file on the SPAWAR e-commerce website. For information required where no Government format is provided, the Offeror/major subcontractor shall provide the required information in the Offeror's chosen format. All attachments, except those that are extraneously large (see exception later in this paragraph) shall be provided in hard copy with the proposal, and shall also be provided in soft copy in a format compatible with Microsoft Excel. In the case that the attachment spreadsheet is extraneously large, the Offeror/major subcontractor may limit the required hard copy to a summary, and provide the detailed version in soft copy only. All calculations shall be provided in the Excel based attachments. Each spreadsheet shall contain cells with working formulas and calculations. Each spreadsheet shall be structured so as to show separate totals per CLIN. There are no specific font-size requirements for the information provided in the cost/price proposal, but all information provided in hard copy shall be easily legible. All cost/price information shall be submitted in Then Year dollars (TY\$) unless otherwise noted.

For consistency, the Offeror/major subcontractor shall use the same fee as required in Section B. If the Offeror/major subcontractor desires to provide additional information not specifically required in the cost attachments or identified in this RFP, the information may be supplied in the Offeror's/major subcontractor's chosen format.

A matrix of the Government required cost summaries is provided in Attachment 6, entitled "Cost Template". The matrix shows, by CLIN, what cost summary is required by each Offeror and major subcontractor for ATIP. All other required information and data shall be completed in the Offeror's chosen format.

All data provided by the Offeror/major subcontractor, whether in the Offeror's/major subcontractor's format or a specified Government format, shall be traceable throughout the proposal. For example, all data provided at lower levels in the Cost Volume shall add up to the totals on the Cost Volume's summary formats as well as the costs/prices in Section B; the information shall also be traceable to that provided in the Technical and other volumes (where applicable). Where the trace is not direct it shall be explained in a walk-through. If costs are not traceable throughout the proposal, the proposal may be rendered unacceptable and ineligible for award on initial proposals.

If the Offeror/major subcontractor provides information in other Proposal Volumes that the Offeror/major subcontractor believes will significantly assist the Cost Team in evaluating and/or understanding the Cost Volume, the Offeror/major subcontractor shall provide a cross-reference statement in the Cost Volume that indicates the Volume, page number where the information can be located, and its merit in evaluating the Cost Volume.

5.2 Content and Organization

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

- 1) Information requested within 5.1 through 5.14
- 2) Cost/Prices required by Section B

- 3) Professional Employee Compensation Plan
- 4) Statement of the Offerors policy on uncompensated overtime in accordance with L-331.
- 5) The Offeror, and each major subcontractor, is to identify its cognizant Defense Contract Audit Agency (DCAA) and Defense Contract Management Administration (DCMA) Offices providing the following for each cognizant office:

- Point of Contact Name
- Address
- Telephone Number
- FAX Number

NOTE: The Offeror, and each major subcontractor, shall submit one (1) identical copy of the proposal to their cognizant DCAA Office.

- 6) Statement if Offeror waives the evaluation adjustment under FAR 52.219-4, "Notice of Price Evaluation Preference for HUBZone Small Business Concerns." Reference Section I.

This section consists of two parts (Proposal Instructions and Contractor Rates) providing specific requirements for CLINs 0001 through 4007.

NOTE: OFFERORS SHALL PROVIDE ONE (1) SANITIZED COST PROPOSAL THAT EXCLUDES RATE INFORMATION AND CLIN PRICING.

5.3 Proposal Instructions

- Section 5.4 – Cost Plus Incentive Fee (CPIF) ATIP EDM Phase CLINs 0001 and 0002
- Section 5.5 – Firm Fixed Price ATIP Production Units (FFP) and associated CLINs - CLINs 1000, 1001, 1003, 2000, 2001, 2003, 3000, 3001, 3003, 4000, 4001, 4003,
- Section 5.6 –Engineering Support CLINs (CPFF) CLINs 0006, 1005, 2005, 3005, 4005
- Section 5.7 – Other Direct Costs (ODC) CLINs 0007, 1006, 2006, 3006, 4006
- Section 5.8 – First Article Testing (FFP) CLINs 1003, 2003, 3003, and 4003
- Section 5.9 – Provisioned Item Order (PIO) (FFP) CLINs 1004, 2004, 3004, 4004
- Section 5.10 – CDRL CLINs – Not Separately Priced (NSP) 0003, 0008, 1002, 1007, 2002, 2007, 3002, 3007, 4002, 4007
- Section 5.11 – Data Rights Tables (if applicable)

Contractor Rates (Applicable to CLINs 0001, 0002, 0006, 1005, 2005, 3005, 4005)

- Section 5.12 – Indirect Rates
- Section 5.13 – Direct Rates
- Section 5.14 – Cost to Sell Equations

5.4 Cost Plus Incentive Fee (CPIF) ATIP EDM Phase CLINs 0001 and 0002

5.4.1 General Instructions

The Offeror/major subcontractor shall furnish the procedures and methodology used in compiling the proposed cost/price. All information, such as parallel independent research and development (IR&D) efforts, which an Offeror/major subcontractor wants the Government to consider under this criterion, must be disclosed. The Offeror's/major subcontractor's proposal is presumed to represent the best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost/price shall be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost/price shall be explained and

fully justified. Any significant inconsistency, if unexplained, raises a question as to the Offeror's/major subcontractor's understanding of the nature and scope of the work required and the ability to perform the contract. If the cost/price information demonstrates that the Offeror/major subcontractor does not understand or appreciate the level of effort necessary to successfully complete its approach to the requirements, the Government may consider this a program risk.

Offeror shall note that pricing for this CLIN shall include the proposed Target Cost, Proposed Target Fee, and Target Cost plus Target Fee in accordance with Section B of the RFP.

5.4.2 Cost Summaries

5.4.2.1 Attachment 6-1 Cost Element CLIN Traceability Breakout

The Offeror/major subcontractor shall provide a time-phased (by Government Fiscal Year Quarter and Government Fiscal Year), detailed cost element breakout of labor, material, subcontracts and G&A/other costs at Level 2 of the WBS (**Attachment 6-1**) for each CLIN.

The intent of **Attachment 6-1** is to allow the Offeror/major subcontractor to provide a consolidated, fully traceable breakout of the proposed cost at Level 2 of the WBS, using the Offeror's/major subcontractor's own labor categories, burdens and other aspects of the Offeror's/major subcontractor's accounting structure.

The cost breakdown shall indicate the Offeror's total proposed cost (broken down by labor hours, rates, and dollars; material dollars, Other Direct Cost (ODC) dollars, and subcontract dollars) including applicable overheads, indirect rates and dollars, General and Administrative (G&A), Facilities Capital Cost of Monies (FCCM), and fee. Any Major Subcontractor's (see Section 5.4.3 Major Subcontractors Requirements for the definition of a major subcontractor) shall be provided in complete detail with cost breakout. Any information submitted must support the costs proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the cost proposed. Support any information provided by explanations or supporting rationale, as needed, to permit the Contracting Officer and authorized representatives to evaluate the documentation.

Additional requirements for the completion of **Attachment 6-1** are provided below (some of which may be repeated elsewhere in this appendix as general requirements).

- **Attachment 6-1 (and all other attachments)** shall be provided for each CLIN specified on the first sheet of Attachment 6 titled "Matrix" for the particular attachment. Rows that are not applicable shall be left blank.
- **Lower level WBS elements shall sum up to top level WBS summary level at WBS 1.0 within Attachment 6-1. All other attachments shall also be traceable to one another and to Attachment 6-1 at the top level.**
- **Attachment 6-1** shall be provided in soft copy in a Microsoft Excel-compatible format with working formulas intact. These formulas shall apply the proposed labor rates to the proposed labor hours and the Offeror's/major subcontractor's overhead and other burden rates to their respective baseline costs.
- **Attachment 6-1** shall be completed for the Offeror, each major subcontractor (see specific requirements for major subcontractors elsewhere in this appendix including potential exceptions to the requirement) and a summary.
- The cost elements for each Level 2 WBS element shall be expanded.
- **Attachment 6-1** shall reflect the Offeror's/major subcontractor's own labor and material categories, so that the application of the Offeror's/major subcontractor's proposed rates and burdens is traceable and consistent with the Offeror's/major subcontractor's accounting system.
- Insert zeroes where applicable.

- If the Offeror's/major subcontractor's accounting system requires application of rates or burdens that differs from the structure presented in the example, the Offeror/major subcontractor shall modify the attachment to fit their accounting system and provide an explanation of the reason for and nature of the modification.
- For brevity and the purpose of demonstration only, the **Attachment 6-1** example provided reflects only those Level 2 WBS elements that the Government expects will be included. If, however, the Offeror's/major subcontractor's proposal includes additional Level 2 WBS elements that are not reflected in the example, the Offeror/major subcontractor shall add them as appropriate.
- Proposed Fee shall be proposed in accordance with Section B of the RFP.

5.4.2.2 Attachment 6-2 – PROGRAM SUMMARY REPORT

The Offeror shall provide a *Program Summary Report* by CLIN (**Attachment 6-2**) for the Offeror, each major subcontractor, and a summary. The sum of the WBS elements shall correspond to the Offeror's total proposed target cost/price.

The Offeror/major subcontractor is free to expand the WBS, however, if the Offeror's/major subcontractor's proposed contract cost/price is developed at levels below those specified, the Offeror/major subcontractor shall provide those lower level estimates and ensure traceability to the WBS. On the other hand, if the Offeror's/major subcontractor's proposed contract cost/price are developed at levels higher than specified above, the Offeror/major subcontractor shall provide the estimates at the level at which they were developed, and provide the methodology and justification for allocating costs to the required level. All WBS cost elements shall be burdened without G&A and Fee.

Note that unless otherwise stated, all attachments are to be completed to at least the WBS levels provided in Attachment 6-2 and shall cross reference to the corresponding Basis of Estimate (BOE) (as described in Section 5.4.6).

5.4.2.3 Attachment 6-3 – TOTAL LABOR HOURS BY WBS

The Offeror shall provide a *Labor Hours by WBS* by CLIN (**Attachment 6-3**) for the Offeror, each major subcontractor, and a summary. The sum of the WBS elements shall correspond to the Offeror's total proposed target cost/price as well as cross reference to the corresponding BOE (as described in Section 5.4.6).

5.4.2.4 Attachment 6-4 – SOFTWARE INFORMATION

For each of the WBS elements in the contract cost/price, the Offeror and each major subcontractor shall provide nonrecurring software information included in **Attachment 6-4**. This information shall be provided for any element in the proposal where software development is included in the estimate. If relevant analogous programs are used for substantiation, then the Offeror/major subcontractor shall provide the following data:

- Equivalent source lines of code in units;
- Productivity rate (provide insight on how the numeric data was derived) per man-month/man-hours;
- Effort in man-months/man-hours;
- Description of Effort (i.e. development, reuse, etc.);
- Actual development, maintenance and rework (if applicable) cost in Then Year dollars (TY\$);
- Development schedule;
- Description of personnel environment and technical attributes;
- The percentage of responsibility with the specific analogous program, summary of why it is relevant to ATIP, and provide ground rules & assumptions (i.e. hours per month).

Since the definitions of what activities are (or are not) included in software development may differ from one company to the next, the Offeror/major subcontractor shall clearly explain what activities are reflected in the proposed effort(s) as well as in the analogous program(s).

If the Offeror/major subcontractor uses a commercially available software-modeling tool for either substantiation or as a cross-check, the populated software cost model shall be provided.

The Offeror/major subcontractor shall describe how much of the software is off-the-shelf, modified off-the-shelf (provide details as to the extent of modifications), reused code, and newly developed code. The Offeror/major subcontractor shall describe the anticipated programmer productivity by comparing productivities experienced on analogous programs and indicating the programming languages used. The Offeror/major subcontractor shall clearly indicate what phases from the list below are included in the productivity factors. If using a COTS software product to estimate software, all parameters used shall be provided.

- Software Requirements Analysis
- Software Architecture and Detailed Design
- Software Coding and Unit Testing
- Software Integration and System/Software Integration
- Software Qualification Testing
- Software Development Test and Evaluation
- Other Direct SW Development Efforts

Information to be provided shall also include the lines of code per element, the methodology for the estimated lines of code, and the WBS element(s) under which development costs are included. The definition of a "line of code" shall be provided in terms of the language in which it is written and identification of host hardware.

The Proposal WBS does indicate where software development may occur, however, the Offeror/major subcontractor shall include and identify software costs where appropriate (all applicable WBS elements, not limited to just the elements labeled as "software") in the WBS elements included in *Attachments 6-2* and shall demonstrate the traceability of these costs to the data captured in *Attachment 6-4*.

The Government realizes that the Offeror's/major subcontractor's proposed design may utilize alternative technical solutions for software development. If Application Specific Integrated Circuits (ASICs) or similar software-intensive hardware items are part of the proposed design, the Offeror/major subcontractor shall provide a narrative description, to include associated costs and technical complexity, which addresses the following issues:

- Design specification development;
- Logic design development;
- Verification;
- Physical design;
- Fabrication of the chip;
- Testing and Qualifications;
- The percentage of ASIC cost accounted for by each of the above efforts;
- The number of chips designed and their associated recurring & nonrecurring costs;
- The integration cost of ASICs developed by the Offeror/major subcontractor, or procured as COTS.

Also, if the Offeror/major subcontractor plans to utilize other approaches that will streamline the software development effort (e.g. "turbo" code), the Offeror/major subcontractor shall ensure that those approaches and their associated costs are fully substantiated.

5.4.3 Major Subcontractors Requirements

The Offeror/major subcontractor bears full responsibility for ensuring traceability and that substantiation is included in the proposal for all elements of proposed costs/prices, including subcontractors, whether that information is provided to the Government via the Offeror or directly to the Government by the subcontractor.

For purposes of the Cost Volume, a “major” subcontractor shall be defined as a subcontractor, at any tier, whose price with fee makes up at least **5%** of the respective CLIN’s estimated cost without the prime’s fee or whose contribution is considered medium risk or higher by the managing tier (prime or next-higher-level subcontractor). However, if the Offeror has a firm fixed price contract with the respective major subcontractor and the level of information required within the cost template (Attachment 6) is not available, the Offeror may exclude the detailed information required in the Attachments and provide alternative substantiation to demonstrate the realism and/or reasonableness of the subcontractor's proposed cost/price. In cases where alternative substantiation is used, the Offeror shall provide a narrative explanation and justification for doing so.

Additionally, in these cases where firm fixed price subcontracts are used, the Offeror shall include in the substantiation an explanation of the basic terms of the firm fixed price subcontract, including a description of any "re-opener" clauses or other conditions that may cause the actual subcontracted price to differ from what is proposed.

5.4.4 Work Breakdown Structures (WBS)

A Proposal Work Breakdown Structure (**Attachment 5**) is provided to enable the Offeror/major subcontractor to report the cost/price of CLINs 0001 and 0002 in a common format to facilitate an accurate Government understanding. Unless otherwise noted, when the term WBS is used in this Section, it refers to the Proposal WBS.

5.4.5 Substantiation

In assessing the realism of the proposal, the Offeror’s/major subcontractor’s respective company’s actual resource expenditures for comparable tasks and historical data on previous programs are of primary importance. The proposed cost/price estimates shall be supported with the Offeror’s/major subcontractor’s historical costs/prices and past experience with similar programs. When using historical cost data from comparable, analogous systems/subsystems, all assumptions affecting the Offeror’s proposal are to be fully documented (e.g. inflation, methodology, make or buy decisions, etc.). If the Offeror/major subcontractor presents an analogous system to substantiate proposed costs and prices, in addition to providing verifiable actual costs for the analogous system as the basis of estimate, the Offeror/major subcontractor must also provide background information and information related to cost-driving parameters for both the analogous and proposed system. Additionally, the Offeror/major subcontractor shall present information that clarifies the complexity of the analogous system relative to that of the proposed system. When adequate substantiation is not provided in the proposal, the Government may opt to utilize historical data and its experience with other programs.

The Offeror/major subcontractor must establish that the historical system is in fact similar enough to the proposed system to constitute a valid analogy. When using historical or analogous systems as substantiation, the Offeror/major subcontractor shall describe why the system is comparable to the proposed system. The Offeror/major subcontractor is required to provide data for the historical program and demonstrate the relationship between the historical program and the proposed effort, and explain how and why the data was manipulated. The Offeror/major subcontractor shall describe the basis for any parametric factors.

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

are likely to affect the cost of the proposed system, and to establish the relationship between the proposed system and the analogous system(s).

The burden of proof for credibility of the cost proposal rests entirely with the Offeror. General statements such as “estimates were derived from engineering analysis or judgment” are unacceptable. Furthermore, simply stating that the proposed cost/price is based on these similar programs is not adequate substantiation. In addition, statements that simply describe a historical program and the associated labor hours and material costs do not substantiate a cost estimate. The relationship of that program to the proposed system must be demonstrated and justified as outlined in this section. If a “new or improved” engineering or manufacturing process is the basis for projecting cost savings over historical systems, the Offeror/major subcontractor shall provide a description of the improvements, the relationship to the previous process, and a summary of how these improvements will be achieved. Specific savings in work hours and material must be documented and justified with regard to the content and practicality of these improvements. Estimates for level of effort tasks shall include the following: task duration, time-phased hours and associated costs, and the relationship between the historical system and the proposed system.

A programmatic and technical description of the historical system as well as the proposed system shall be provided along with the actual cost data for the historical system, a comparison of the historical system to the proposed system, and any adjustments made to the historical programmatic, technical and cost data to derive the proposed estimate. The Offeror/major subcontractor shall clearly identify and distinguish information associated with the proposed system from information associated with the analogous system. Detailed requirements are provided below.

5.4.5.1 Programmatic Description

The programmatic description relates to the acquisition aspects of the historical system identified by the Offeror/major subcontractor as analogous. This data shall include, at a minimum, a top-level schedule with critical milestones, production rates, quantities procured by year, sole source or competitive procurement, the Offeror’s/major subcontractor’s actual contribution to the system, and the time period in which the element was developed. These aspects of the historical system and their similarities to and differences from the proposed system shall be explained.

5.4.5.2 Technical Description

The technical description relates to the performance and physical aspects of the historical system. This data shall describe, at a minimum, the system in terms of weight and power, the number of parts/components (including description), physical configuration, type of material, technology, and physical/performance parameters. These aspects of the historical system and their similarities to and differences from the proposed system shall be explained.

5.4.5.3 Actual Cost Data

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

5.4.5.4 Adjustments to Derive the Proposal Estimate

The BOE shall include reasons and justification for any adjustments made to programmatic, technical and actual cost data for the historical system. The Offeror/major subcontractor shall provide the basis and document any adjustments applied to the historical data, such as complexity factors and normalization methods, to reflect the characteristics of the proposed system. The BOE shall also include an audit trail sufficient for the Government to reconstruct the proposed estimate and judge the credibility of data application. The BOE shall include the estimating methodology and application of the cost data.

5.4.5.5 Requirements Peculiar to Commonly Used Cost Estimating Approaches

The Government recognizes that Offeror/major subcontractor may use a variety of cost estimating approaches and techniques to develop their proposed estimates. This section outlines substantiation requirements peculiar to parametric, bottoms-up and analogous estimating techniques. As explained above, historical data from comparable systems/subsystems shall be used to substantiate the Offeror's/major subcontractor's estimate to the maximum extent, and may be utilized with any of these techniques.

5.4.5.5.1 Parametric Technique

Where parametric simulation or statistically derived models are employed, statistical measures of confidence, prediction capability, and fit shall be provided for independent and dependent variables, as well as the raw data and source(s) of this raw data. The Offeror/major subcontractor shall describe any adjustments made to such data, including the reasons and justifications for the adjustments.

5.4.5.5.2 Bottoms-Up Technique

If a bottoms-up estimate is used, a summary of the procedures shall be included along with historical data supporting the estimate. This includes any cost improvement (learning) assumptions, quantity buy adjustments, business base adjustments, and any other factors (e.g. scrap, rework, yields, negotiation decrements, etc.) that affect the estimate.

5.4.5.5.3 Analogy Technique

If an analogous estimating technique is used, the technical information required in this section, as well as procurement history shall be supplied to support the lowest level of the Offeror's/major subcontractor's estimate. The Offeror/major subcontractor shall provide a narrative summary descriptions of all analogous programs used throughout the proposed Basis of Estimates contained in CLINs 0001 and 0002.

These narrative descriptions shall contain, at a minimum, the following information:

1. Name of the program;
2. Name of the customer (such as a commercial company or Government agency);
3. The total value of the program as well as the total value of the Offeror's/major subcontractor's contribution to that program (in cases where those are not one and the same);
4. A top level delivery schedule of both the total program and the Offeror's/major subcontractor's contribution where those are not one and the same.

In addition, the rationale for any adjustments of analogous data to the proposed estimate shall be explained in full detail with technical and programmatic descriptions.

5.4.6 Basis of Estimate (BOE)

The Offeror/Major Subcontractor shall provide a BOE for each WBS element per CLIN and shall include the following.

- Description of the work to be performed. Descriptions must be explicit regarding what work will or will not be included in the effort.
- Estimating methodology employed (e.g. parametric technique, bottoms-up technique, analogy technique). See paragraph 5.4.5.5.
- Complete description of the tasks to be performed.
- Task duration.
- Product resulting from the task (drawings, analyses, etc.).
- Total Labor hours (by labor category) proposed to complete the task.

- Number of man-hours required to support the task from various support groups (such as the Technical Laboratory, Materials, Computer Programming, Drafting, Reliability, and Quality).
- Material dollars tracing to the BOM.
- ODC dollars.
- Subcontract dollars (for major and minor subcontractors).
- Basis of the labor hour, ODC, and material estimates.
- Applicable software information.
- Historical data, adjustments made, (if man-hours estimate is based on previous work experience for a similar task) and cross-checks.
- Trace to the CWBS.
- BOE shall distinguish between recurring and nonrecurring efforts.
- Offeror shall provide a cross reference matrix that provides traceability from the BOE to the other volumes (i.e. technical) within the proposal. Matrix shall include BOE, applicable CLIN, Cross-Referenced Proposal Volume Number and Page Number.

The BOE shall contain all pertinent technical and programmatic information used to develop the cost. The BOE shall include reasons and justification for any adjustments made to programmatic, technical and actual cost data for the historical system. The Offeror shall provide the basis and document any adjustments applied to the historical data, such as complexity factors and normalization methods, to reflect the characteristics of the proposed system. The BOE shall also include an audit trail "sufficient" for the Government to reconstruct the proposed estimate and judge the credibility of data application. The BOE shall include the estimating methodology and application of the cost data. Substantiation, as described in 5.4.5, is required for all costs included in the cost proposal. The requirements outlined in this section shall apply equally to the prime and any expected major subcontractors (as defined in Section 5.4.3 Major Subcontractors Requirement) as prescribed in FAR 15.404-3.

In all circumstances, the equation used to develop costs shall be provided in all BOEs. Information contained within the BOE shall support the provided equation.

5.4.6.1 Labor

For each BOE, the Offeror shall provide a description of the work to be performed, the total hours proposed, and the basis for the estimate. Descriptions of work to be performed must be explicit regarding what work will or will not be included in the effort. The Offeror/Major Subcontractor shall distinguish between recurring and nonrecurring efforts. Identify the various labor categories required/intended for use under this contract (e.g., Sr. Engineer, Jr. Engineer) including the number of labor hours and total cost for each labor category proposed by fiscal year quarter. The labor specified shall be for the prime Offeror's direct labor and shall also include any subcontracted labor. If standard hours are used as the basis for an estimate, the Offeror shall provide any factors applied to the standard hours (i.e., realization factor), the method of calculation, the total proposed hours, the basis of the factors, and the process flows for each WBS element. Hours for the functional labor categories shall be shown separately and broken down according to the WBS elements. If standard hours were not used as the basis for an estimate, the Offeror shall provide the detailed estimates as developed, as well as substantiation, in terms of history from other programs to demonstrate that the proposed hours are reasonable. In addition, any cross-checks used to verify the reasonableness of the estimate shall be provided (i.e., drafting hours per drawing, software lines of code/day, etc.).

5.4.6.2 Other Direct Charges by WBS

Other direct costs (ODCs) are defined as costs not previously identified as a direct material cost, direct labor cost, or indirect cost. In other words, an ODC is a cost that can be identified specifically with a final cost objective that the Offeror does not treat as a direct material cost or a direct labor cost. Examples of the

types of cost commonly included as other direct costs include: Special tooling and test equipment, Computer services, Consultant services, Travel, Federal excise taxes, Royalties, Preservation, packaging, packing costs, and Preproduction costs. These amounts are non-fee bearing and are all inclusive (including contractor burdens such as General and Administrative expense, etc.) and are associated with a specific Cost Type CLIN.

Within each BOE, include the following for support for other direct cost items:

- (a) Dollars.
- (b) A narrative summary that gives the approach for the estimate.
- (c) How the Offeror estimated the cost (i.e., analogy, Rough Order of Magnitude (ROM), model, Cost Estimating Relationship (CER), etc.). If a cost or price model was used, provide all information (i.e., all assumptions, inputs, etc.) necessary to duplicate the estimate and determine its reasonableness.
- (d) The Offeror's or major subcontractor's evaluation of any quote estimates (i.e., rationale used to determine the reasonableness).
- (e) Explain any factors applied. Examples of these factors include panstock, scrap, rework, yields, escalation, learning curves, freight, quantity adjustments, and negotiation decrements. Substantiation, including the historical data to support these factors, shall also be provided. The Offeror shall also distinguish, for both, if separate factors are applied to purchased parts, subcontracts, and Interdivisional Transfers (IDTs).
- (f) For travel, include: (1) destination; (2) number of personnel; and (3) duration.

5.4.6.3 Minor Subcontracts

The Offeror shall provide a list of subcontracts, if any, which are not included in the Bill of Material (described in Section 5.4.7). This includes IDTs for services.

5.4.7 Bill of Material (BOM) by CLIN

This section shall provide the substantiation and estimating methodology for the material costs presented in Section 5.4.2 - Cost Summaries. An overview of data substantiation is provided in Section 5.4.5 and shall be used in conjunction with the requirements of this section to support the Offeror's/major subcontractor's proposal. The Offeror shall provide a list of the BOM broken out by WBS for each major subcontractor and a summary for all items that constitute 80% of the BOM costs (including Interdivisional Transfers (IDTs) for Material). There shall be traceability between the BOM and BOE by WBS. The BOM shall be complete and represent the configuration on which the Offeror/major subcontractor bases their cost, i.e., the BOM shall also include major subcontractor costs and any IDTs. Equivalent Offeror/major subcontractor formats may be used for information required in, however, precise instructions must be provided by the Offeror/major subcontractor showing traceability to the Government attachment.

The BOMs shall include the following:

- WBS Number & BOE Number
- WBS Element Description
- Item Description
- Vendor Identification
- Basis of Price (i.e. Written quote, Verbal quote, Estimate, Analogy, FFP, Historical Actuals, etc.)
- Basis of Requirement - how do you know you need this item? (i.e. drawing, engineering estimate, similar program)

- Identification of whether the part is make, sole source or competitively procured
- Identification of Cost Category (i.e., Raw Material, Purchased Part, Purchased Equipment, Subcontract, and IDTs)
- Supporting data, definitions, etc., shall be formatted so as to separately reflect recurring and nonrecurring costs.
- Quantity
- Unit price
- Total Extended \$ without burden
- Long Lead (shall be noted with a check mark)

NOTE: This Section ONLY applies to direct materials that are proposed for the effort required CLINs 0001 and 0002. This also does not include ODCs as defined in Section 5.4.6.2.

5.4.8 Performance Incentive Bonus (CLINs 0004 and 0005)

Offeror is not required to complete this CLIN. This CLIN has been established as a place holder for any earned bonus at the successful completion of the associated CLINs (0001 and 0002) as detailed in Clause B-1 in Section B of this RFP. This bonus shall not exceed 4% of the total associated CLIN value. This bonus will not be considered in the evaluation of the RFP.

5.5 Firm Fixed Price (FFP) ATIP Production Unit and TermSim Production (CLINs 1000, 1001, 2000, 2001, 3000, 3001, 4000, and 4001)

5.5.1 Offerors shall propose a total firm fixed price for each of the FFP CLINs as described in Section B. Section B shall trace directly to the prices proposed in this Cost Volume. The Offeror shall provide information to support evaluation of the unit prices proposed for the production quantities identified in Section B of the RFP. For evaluation of production pricing, the Offeror shall provide a narrative description of its pricing approach for the quantities contained in Section B, including the estimating techniques used, learning curve assumptions, quantity discounts, and formulas applied to derive the prices. Although application of learning curves or allocation of non-recurring costs may cause variations in unit prices, the Contractor should explain such variations that occur between CLINs or between different quantities within one CLIN.

The price for each ATIP Unit and TermSim, includes all material costs, subcontract costs, other direct costs (to include license fees for use of commercial components, if applicable), direct and indirect engineering and manufacturing labor costs, inclusive of, but not limited to, systems engineering, program management, and configuration and data management activities, other indirect costs included in approved Forward Pricing Rate Agreements, and profit. If COTS solution is proposed, supporting catalog pricing shall be submitted, if available.

For the purposes of the evaluation, the contractor shall populate the table below and provide the completed table in the Price Section of the contractor’s Volume IV Cost Proposal. The price in the table below shall match that which the contractor priced in Section B for the corresponding quantities. The “Estimated Quantity” (“EST QTY”) column reflects an estimate of what to the Government may acquire, over the life of this contract. The Government does not guarantee that it will actually exercise options for the quantities and types of products listed below. The current estimate is provided for the contractor’s information and the Government’s use in evaluating proposals.

CLIN	CLIN DESCRIPTION	EST. QTY (A)	UNIT PRICE (B)	TOTAL EVALUATED PRICE (A * B)
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1000	ATIP Production	100		
1001	TermSim Production	1		
2000	ATIP Production	100		
2001	TermSim Production	1		
3000	ATIP Production	100		
3001	TermSim Production	1		
4000	ATIP Production	25		
4001	TermSim Production	1		

5.5.2 In addition to the information provided, the offeror shall provide information other than cost and pricing data to substantiate the proposed firm fixed prices for the first production year (CLIN 1000 and 1001) as set forth in Attachment 6-5 for a quantity of one ATIP and one TermSim. This information shall provide labor categories, labor rates, labor hours, material, FCCOM, and profit of key WBS elements (Manufacturing, Assembly, Integration, Test, and Other). The direct labor rates shall follow the same instructions as provided in Paragraph 5.13 and the indirect rates shall follow the same instructions as provided in Paragraph 5.12. Offers shall identify (by part number and description) material that comprises 80% of the total material costs. The offeror shall then describe how the unit prices were determined for the different quantity breaks set forth within the pricing table.

The offeror shall also describe the methodology used in determining the FFP for CLINs 2000, 2001, 3000, 3001, 4000, and 4001 (i.e. escalation, learning curve).

This information provided under 5.5.2 may be used in the event that only one offer is received in response to this solicitation. If the Contracting Officer believes that it is necessary to enter into negotiations with the sole offeror, the negotiated price should not exceed the offered price. If adequate competition is received, this information provided under 5.5.2 may not be evaluated.

5.5.3 It is anticipated that Foreign Military Sales (FMS) funding may be used to purchase some ATIP units. If the use of FMS funding will change the unit prices, the offeror shall provide separate pricing tables for FMS purchases (up to 50 units). Offeror shall explain the rationale for the pricing differences.

5.6 Engineering Support (CPFF) (CLINS 0006, 1005, 2005, 3005 and 4005)

The Offeror shall provide an estimated cost and fixed fee calculated using the labor categories and estimated hours provided below. The Offeror shall complete **Attachment 6-6** to support the estimated cost and fixed fee calculation for the Engineering Support CLINs. 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. These rates shall follow the same instructions as provided in Paragraph 5.13 ;
- (2) Indirect rates applied to the estimated costs. These rates shall follow the same instructions as provided in Paragraph 5.12 ;
- (3) 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;

(4) 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);

(5) Subcontractor labor hours at **all tiers** shall be shown in the same manner as described in paragraphs (1) through (3) above;

(6) Fixed fee cap for CPFF CLINs shall be 7%. Offerors may propose a lower fee.

Engineering Support Labor Categories

ENGINEERING SERVICES ESTIMATED HOURS

Labor Category	CLIN 0006	CLIN 1005	CLIN 2005	CLIN 3005	CLIN 4005
Program Manager	250	250	250	250	250
Engineer/Scientist 4 - Software	500	500	500	500	500
Engineer/Scientist 3 - Software	500	500	250	250	250
Engineer/Scientist 4	500	500	250	250	250
Technical Writer/Editor 2	250	250	250	250	250
Logistician 2	500	500	500	500	500
Engineer/Scientist 1	500	500	500	500	500
Engineer/Scientist 2	1000	1000	1000	1000	1000
Electronics Technician III	1000	1000	1000	1000	1000
TOTAL	5000	5000	4500	4500	4500

5.7 Other Direct Costs (ODC) (CLINs 0007, 1006, 2006, 3006, and 4006)

The Offeror shall insert the following not to exceed (NTE) ODC amounts in Section B. These ODC amounts are associated with the effort under the production CLINs. These amounts are non-fee bearing and are all inclusive (including contractor burdens such as General and Administrative expense, etc.)

CLIN	ODC amount
0007 Option – ODC Development	\$ 96,000
1006 Option – ODC Production Phase	\$ 280,000
2006 Option – ODC Production Phase	\$ 261,000
3006 Option – ODC Production Phase	\$ 175,000
4006 Option – ODC Production Phase	\$ 175,000

Other direct costs (ODCs) are defined as costs not previously identified as a direct material cost, direct labor cost, or indirect cost. In other words, an ODC is a cost that can be identified specifically with a final cost objective that the Offeror does not treat as a direct material cost or a direct labor cost. Examples of the types of costs commonly included as other direct costs include: Special tooling and test equipment, Computer services, Consultant services, Travel, Federal excise taxes, Royalties, Preservation, packaging, packing costs, and Preproduction costs. These amounts are non-fee bearing and are all inclusive (including contractor burdens such as General and Administrative expense, etc.) and are associated with a specific Cost Type CLIN.

5.8 First Article Inspection (FAI)(FFP)(CLINs 1003, 2003, 3003, and 4003)

Offerors shall propose a total firm fixed price for each of the FFP CLINs as described in Section B. Section B shall trace directly to the prices proposed in this Cost Volume. The Offeror shall provide information to support evaluation of the unit prices proposed for the production quantities identified in Section B of the RFP. For evaluation of production pricing, the Offeror shall provide a narrative description of its pricing approach for the quantities contained in Section B, including the estimating techniques used and formulas applied to derive the prices.

The price for each FAI, includes all material costs, subcontract costs, other direct costs, direct and indirect engineering and manufacturing labor costs, inclusive of, but not limited to, systems engineering, program management, and configuration and data management activities, other indirect costs included in approved Forward Pricing Rate Agreements, and profit.

5.9 Provisioning Item Order CLINs (FFP) (CLINs 1004, 2004, 3004, and 4004)

For Provisioning Item Orders (Firm Fixed Price) CLINs 1004, 2004, 3004, and 4004 the Offeror shall insert the Not-To-Exceed (NTE) ceiling amounts identified in RFP Section B, repeated here as follows:

CLIN	Qty / Unit	Total Amount
1004	1 / LOT	NTE \$1,067,773
2004	1 / LOT	NTE \$1,085,925
3004	1 / LOT	NTE \$1,104,385
4004	1 / LOT	NTE \$280,790

5.10 Contract Data Requirements Lists (CDRLs) (CLINs 0003, 0008, 1002, 1007, 2002, 2007, 3002, 3007, 4002, 4007)

For Contract Data Requirements Lists (CDRL) CLINs 0003, 0008, 1002, 1007, 2002, 2007, 3002, 3007, 4002, and 4007 the Offeror shall insert, "not separately priced (NSP)" in section B. The cost of CDRLs shall be included in the cost the Offeror proposes for CLINs 0003, 0008, 1002, 1007, 2002, 2007, 3002, 3007, 4002 and 4007 as described in section B.

5.11 Data Rights Tables (if applicable)

If there are any costs associated with receipt of "Government Purpose Rights" and "Unlimited Rights" the Offeror shall provide those proposed costs in the Cost Volume, and the Government may modify the resulting contract to include those costs as a non-fee bearing firm fixed price option CLIN(s) to Section B of the RFP. The Offeror shall also complete, and provide with its proposal, the Data Rights table set forth in Section B. The prices provided in the Cost Volume shall match what the Offeror has proposed in Section B. The table in Section B delineates the Government's technical data, computer software, and computer software documentation rights by CDRL item. The rights classification applies only to the extent the CDRL item or parts thereof meet the definition of technical data, computer software, or computer software documentation. (NOTE: this table is not all-inclusive; the Offeror may add additional CDRL items during proposal submission.).

CONTRACTOR RATES

The Offeror and each major subcontractor shall provide the rates used in the proposed cost in accordance with the format described in this section. Due to the proprietary nature of company rates, the Offeror and each major subcontractor may separately provide this information directly to the Government. A trace to the CLINs affected shall be included to ensure the proper application of the rates. If for accounting purposes, the Offeror/major subcontractor uses a yearly base different from the calendar year base, a detailed description shall be provided.

5.12 Indirect Rates

The Offeror shall submit the indirect rates by Government Fiscal Year quarter used in the proposal for the Offeror, each major subcontractor and a summary.

Sample indirect rate accounts are listed below.

- Engineering Overhead
- Manufacturing Overhead
- General & Administrative (G&A)
- Material Handling Overhead
- Facilities Capital Cost of Money (FCCM)

Offerors shall provide copies of current or prior fiscal year DCMA Forward Pricing Rate Agreement (FPRA) or Forward Pricing Rate Recommendation (FPRR). Offerors shall also provide copies of DCAA/DCMA letter evidencing approved "provisional"/"interim" Billing Rates and/or copies of any other letters/approvals with DCAA and DCMA showing approved indirect rates.

The Offeror/major subcontractor shall include a projection of indirect rates that assumes the award and inclusion of the ATIP contract in the business base. Any changes to the current Forward Pricing Rate Agreement (FPRA) indirect rates due to the award of ATIP, variation of the business base or other factors impacting the rates shall be fully described and justified.

If composite rates are used in the proposal, the Offeror/major subcontractor shall describe and substantiate the development of composite indirect rates that represent a combination of company labor categories, functional elements, or calendar year accounts. Furthermore, the Offeror/major subcontractor shall submit detailed definitions for each indirect rate account (overhead pool). Definitions shall identify for each account: (1) the specific costs that accrue to it and (2) a breakout of the top 80% of the costs. If Offeror and/or major subcontractor has approved Cost Accounting Standards (CAS) disclosures, onsite DCAA supervision and regularly submits Forward Pricing Rates to the DCMA for review/Government rate recommendations, the Offeror and /or major subcontractor shall provide supporting documentation demonstrating the CAS approval, DCAA supervision and regular submission of Forward Pricing Rates in lieu of submitting the indirect rate development information.

In addition to the above information, the Offeror shall provide historical indirect data, to include provisional rates, actual incurred rates, and annual incurred cost claims (if submitted), shall be provided for the three years prior to the Offeror's current fiscal year. This data shall include the Offeror's fringe benefit, overhead (on and off-site as applicable), General and Administrative (G&A), and Materials and Subcontracts (M&S) handling rates as applicable to the Offeror's accounting system. If proposing indirect rates with a 10% year to year differential from recent incurred rates, Offerors shall include a detailed explanation and supporting cost data (including budget information).

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

5.13 Direct Rates

The Offeror shall provide the most current rates by Government Fiscal Year quarter, for each cost center, that are in effect at the time of proposal submission for the Offeror, each major subcontractor and a summary. This shall include the projected direct labor rates assuming ATIP award, the current company labor categories, and the mix of company labor categories proposed for this contract. In addition, the Offeror/major subcontractor shall submit detailed definitions for each direct labor category.

The Offeror/major subcontractor shall also include the basis for any projected annual increases and any other factors applied to direct rates.

Offeror's shall submit, as part of their cost proposal, documentation establishing the accuracy of their proposed direct labor rates. Acceptable documentation may include the following:

- (1) Most recent payroll run (if proposing named current employees)
- (2) Copies of signed Letters of Intent that indicate agreed upon annual salary (if proposing named, new hires)
- (3) If Offeror and/or major subcontractor has approved Cost Accounting Standards (CAS) disclosures, onsite DCAA supervision and regularly submits Forward Pricing Rates to the DCMA for review/Government rate recommendations, the Offeror and /or major subcontractor shall provide supporting documentation demonstrating the CAS approval, DCAA supervision and regular submission of Forward Pricing Rates in lieu of submitting the direct rate development information. 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). If Offeror does not have a current or prior year FPRA or FPRR, Offerors shall provide copies of DCAA/DCMA letter evidencing approved "provisional"/"interim" Billing Rates and/or copies of any other letters/approvals with DCAA and DCMA showing approved direct rates.
- (4) Labor Category Averages. If labor category averages or composite rates (rates that represent a combination of company labor categories, functional elements, or calendar year accounts) are used, provide a detailed narrative documenting the development of those rates and include the calculation used to establish the category average/composite rate. For example, provide a list of the current salaries for all employees working in that labor category, divided by the number of current employees in that labor category
- (5) Comprehensive description. If proposing rates that do not fall within one of the above criteria, provide a detailed, comprehensive description of the methodology used to establish the proposed direct rate. The description shall include both the source of the rate (i.e., where the rate was obtained) and a description of how the resulting rate was calculated. Merely stating that a "salary survey" or "market survey" was used is not sufficient.

5.14 Cost to Sell Equations

The Offeror and each major subcontractor shall submit the methodology used to transfer the cost data (i.e., direct labor hours or material direct dollars) into a sell price to the Government (i.e., fully burdened with fee). The following is an example of a material cost to sell equation where the sell price (Material Sell \$) equals direct material (Material Direct \$) times one plus the overhead rate (1+OH Rate) times one plus the G&A rate (1+G&A) times one plus fee or profit (1+Fee or Profit).

Material Sell \$ = Material Direct \$ x (1+OH Rate) x (1+G&A) x (1+Fee or Profit)

The equation indicates the type and order in which the indirect rates, profit, etc., may be applied to direct costs within the Offeror's/major subcontractor's accounting system to determine the sell price. Descriptions shall also include an explanation of the base (Material Direct\$) against which each of the overhead pools is applied. Note that this is an example of the level of documentation required. The Offeror/major subcontractor must document their method of developing the Cost to Sell Equation(s).

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

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 proposal 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-343 CONTRACTOR RESPONSIBILITY (JUN 2002)

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

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

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

(c) A summary of your:

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

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

- (1) Methodology for the selection of proposed subcontractors, if any, and the benefit they would bring to the arrangement.
- (2) Analysis performed on the subcontractor's cost proposal to determine a fair and reasonable price.
- (3) Draft Small Business and Small Disadvantaged Business Subcontracting Plan.

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

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

(End of provision)

L-500 NOTIFICATION OF USE OF CONTRACTOR SUPPORT

Pursuant to 41 U.S.C.419, Federal Acquisition Regulation (FAR) 37.204, and other applicable laws and regulations, contractor support personnel from Booz Allen Hamilton under contract **N00178-05-D-4024 Task Order NS22** will be used for administrative support during the evaluation of proposals submitted in response to this solicitation. Examples of administrative support include document control, arranging facilities, organizing proposals, note taking in source selection meetings, transcribing, and finding references within documents. This support will not include analyzing or reviewing proposals, answering technical questions, writing draft reports, or any other tasks requiring the rating or scoring of the proposal itself. In addition, Systems Technology Forum, Ltd, may be providing support as an Advisor. This assistance will not include rating or scoring of the proposal itself.

Responses to this solicitation MUST clearly state whether permission is granted or not granted to allow contractor support personnel from the companies identified above access to the contractor's proposal. Should such permission be denied, the Government will review the contractor's proposal without the contractor support identified. Offerors are encouraged to execute a proposal access agreement with Booz Allen Hamilton and Systems Technology Forum, Ltd. Subcontractors that provide proposal information separate from the prime contractor's proposal submittal shall clearly state whether permission is granted allowing the contractor support identified above access to the subcontractor's proposal. The points of contact for the companies are listed below:

Company Points of Contact:

Company	POC	Contact Information
Booz Allen Hamilton	Kathy Clark	Email: clark_kathy@bah.com Phone: (619) 725-6765
Systems Technology Forum, Ltd,	Gerrit Van Glabbeek	Email: gvan@stfltd.com Phone: (619) 780-0627

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

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

(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 significantly 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 past performance, technical approach and management approach, or when cost is so significantly high as to diminish the value of the superiority of the combined value of the past performance, technical approach, and management approach 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. Risk will be considered under each factor and subfactor.

(c) The Government intends to award a contract without discussions as permitted by FAR 15.306(a) and 52.215-1. Therefore, Offerors are cautioned not to submit an offer which takes exception to any term or condition of the RFP or imposes any additional condition or omits any required information. The Government reserves the right to conduct discussions and to permit Offerors to revise their proposals if it is determined to be in the best interest of the Government.

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

(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 include the 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.

(e) The relative importance of the factors and subfactors is as follows:

<u>FACTOR</u>	<u>TITLE</u>
1.	Technical Approach
2.	Technical Data Rights
3.	Management Approach
4.	Past Performance
5.	Cost/Price

Factors 1 – 5 are listed in descending order of importance. Factors 1, 2, 3, and 4 when combined are more important than Factor 5 (Cost/Price).

FACTOR 1 – Technical Approach Subfactors are as follows:

<u>SUBFACTOR</u>	<u>TITLE</u>
1.1	System Design
1.2	Hardware Development Approach
1.3	Software Development Approach
1.4	System Effectiveness Engineering and Integrated Logistics Support (ILS)

Within Factor 1 (Technical Approach), Subfactor 1.1 is more important than each of the other Subfactors, taken individually. Subfactor 1.2 through Subfactor 1.4 are of approximately equal importance.

FACTOR 2 – Technical Data Rights – There are no subfactors under Factor 2.

FACTOR 3 – Management Approach Subfactors are as follows:

<u>SUBFACTOR</u>	<u>TITLE</u>
3.1	Program Management Plan (PMP)
3.2	Integrated Master Schedule (IMS)
3.3	Small Business Commitment

Within Factor 3 (Management Approach), Subfactor 3.1 through Subfactor 3.3 are listed in descending order of importance.

FACTOR 4 – Past Performance – There are no subfactors under Factor 4.

FACTOR 5 – Cost/Price – There are no subfactors under Factor 5.

(f) The evaluation factors and subfactors are as follows:

FACTOR 1: TECHNICAL APPROACH

The Government will evaluate the extent to which the Offeror's proposal meets the following factors/subfactors described below. The Technical Approach factor contains the following four (5) subfactors:

- 1.1 System Design (Subfactor 1.1).

The Government will evaluate the extent to which the Offeror's ATIP system design (hardware and software) meets or exceeds the requirements specified in the ATIP Specification QoS Processing Requirements Section 3.2.2, Transmit Data Processing Requirements Section 3.2.3, TDMA Subnet Management Requirements Section 3.2.5, and Terminal Interface (TIF) Requirements Section 3.2.7. This includes the allocation of the requirements to system/subsystem HW/SW components and a detailed description of the HW/SW components, internal/external interfaces and time critical dependencies. The Government will also evaluate the extent to which the Offeror's system design employs a Modular Open Systems Architecture (MOSA) and minimizes any reliance on proprietary, vendor-unique, or closed software or hardware elements (e.g. non-COTS elements). The Government will also evaluate how the offeror's system design will be developed or modified and the extent to which the Offeror addresses the modularity and manner in which it will be generally upgradable with minimal impact to other ATIP modules, and specifically upgradable to support P3I efforts delineated in the ATIP Specification ATIP Pre-Planned Product Improvements (P3I) Section 3.1.5.

The Government will evaluate the extent to which the Offeror's ATIP packaging design meets or exceeds the requirements delineated in ATIP Specification ATIP Physical Requirements Section 3.3, while maximizing use of COTS components. The Government will also evaluate the extent to which the Offeror's design will support installation in shore, ship, and submarine environments; and the approach for verifying that the ATIP packaging will meet the environmental requirements delineated in ATIP Specification Environmental Conditions (Ship/Shore/Sub) Section 3.3.6.

1.2 Hardware Development (Subfactor 1.2).

The Government will evaluate the extent to which the Offeror's hardware development approach, including firmware, meets the requirements specified in the ATIP Specification Terminal Interface (TIF) Requirements Section 3.2.7 and ATIP Physical Requirements Section 3.3. Where FPGA technology is proposed, the Government will evaluate the Offeror's hardware development process and methodology to be used for the ATIP development, including standards for developing FPGA code, test procedures, and configuration management. The Government will also evaluate the Offeror's hardware testing process (both functional and environmental testing as appropriate), defect identification and resolution tracking and reporting, and how that will support overall ATIP system integration and test per ATIP SOW Software and Hardware Integration Section (RDT&E) 3.7.

1.3 Software Development Approach (Subfactor 1.3).

The Government will evaluate the Offeror's proposed software development approach to ensure it is appropriate for the system to be developed and meets standard levels of completeness and process quality in accordance with ATIP SOW Section 3.5.1. The Government will evaluate how the Offeror's proposed processes are equivalent to CMMI Level capability level 3. For this evaluation, the Government will rely primarily on the draft SDP and the SDP Rationale.

The Government will evaluate the extent to which the Offeror's software integration and testing approach provides a thorough test of system functionality, interfaces, and performance and isolates problems during integration and supports subsequent regression testing as integration advances and integration problems are resolved. This will include identification of ATIP time-critical function and deliberate verification that they will meet their requirements. The Government will evaluate the Offeror's proposed approach to recording software and hardware/software defects, tracking their resolution and incorporation into updated builds, and reporting to the Government to support risk management and re-planning, if needed, to prioritize program efforts to resolve critical integration problems.

The Government will evaluate the extent to which the Offeror supports release of interim ATIP capability builds to support independent Government testing and incorporation of government-identified problems into the overall system integration and testing process.

1.4 System Effectiveness Engineering and Integrated Logistics Support (ILS) (Subfactor 1.4).

The Government will evaluate the extent to which the Offeror's System Effectiveness Engineering and ILS approach meets the requirements specified in SOW Systems Effectiveness Engineering Section 3.4 and Integrated Logistic Support (ILS) Section 3.10 of the ATIP SOW, including the Offeror's approach to working with the Government to develop an operationally effective and suitable user interface for ATIP operations. The Government will evaluate the extent to which the Offeror's approach to development of Technical Manuals supporting Fleet operations, including the extent to which the Offeror shows a clear methodology for describing ATIP operation and for troubleshooting internal and external faults.

The Government will evaluate the Offeror's plans to ensure ATIP meets availability, reliability, and maintainability requirements identified in the ATIP specification and how the Offeror will mature the fidelity of the availability throughout the development cycle. The Government will evaluate the maintenance concept of the Offeror's system, including software maintenance. The Government will evaluate the Offeror's components that will be obsolete or will be very likely to be obsolete prior to the end of the estimated five (5) year service life. The Government will evaluate the Offeror's commercial licenses, including open source software licenses that will be required for maintenance purposes throughout the systems' lifecycle, and the proposed logistics approach addressing development and maintenance of technical data packages, training curriculum, and Technical Manuals.

FACTOR 2: TECHNICAL DATA RIGHTS

The Government will evaluate the extent to which the rights offered by the Offeror allow unimpeded, cost effective, installation, maintenance, production, operation and upgrade of the ATIP system throughout its lifecycle; and allow for future competitive procurements of the ATIP system. The Government will evaluate the extent to which the Offeror proposes to comply with DFARS 252.227-7013 and 252.227-7014, in the TD, CS and/or CSD to be delivered under the contract, including but not limited to engineering diagrams, analysis, reports and designs. In the event the Offeror proposes to deliver any commercial or noncommercial TD/CS/CSD with less than such rights as desired by the Government, the Government will evaluate the impact on the Government's ability to use, modify, release or disclose such TD, CS, and/or CSD.

The Offeror will receive favorable consideration for proposing to provide GPR, or better, as defined by DFARS 252.227-7013 and 252.227-7014 in TD, CS and/or CSD that might otherwise have been delivered with more restrictive rights in accordance with the DFARS technical data and computer software rights clauses contained in the solicitation. However, an Offeror will not be deemed non-responsive if it offers to provide rights more restrictive than GPR on any portion of the technical data, computer software, or computer software documentation to be delivered under this contract for which it is entitled to assert those restrictions pursuant to the DFARS clauses. The Government's goal of acquiring GPR is not a condition of award; rather it is a factor in the source selection decision.

FACTOR 3: MANAGEMENT APPROACH

The Government will evaluate the Offeror's proposed management approach for the ATIP design, development, and production efforts. The Management Approach factor consists of the following two (2) subfactors:

3.1 Program Management Plan (PMP) (Subfactor 3.1). The Government will evaluate the extent to which the Offeror's proposed PMP identifies the specific policies, plans, and procedures that will be used to manage cost, schedule, and performance risk. The Government will also evaluate the extent to which the Offeror's proposed organizational structure supports the program management approach, and identifies lines of responsibility, authority, and communication through which design, development, and production activities will be managed, including the Offeror's approach for managing subcontractor efforts per ATIP SOW Section 3.1.2.1, Program Management Plan).

3.2 Integrated Master Schedule (IMS) (Subfactor 3.2). The Government will evaluate the extent to which the IMS identifies all activities required to complete the design and development efforts, including identification of major program milestones, tasks, task interrelationships and dependencies, and task durations to meet the design and development requirements. The Government will also evaluate the extent

to which the efforts identified in the IMS correspond to the content defined in the SOW and the Program Schedule.

3.3 Small Business * Commitment (Subfactor 3.3). The Offeror will be evaluated on their small business subcontracting plan satisfying the requirements as identified in Section L Subfactor 3.3, Small Business Commitment (Subfactor 3.3), and contract clauses FAR 52.219-8, FAR 52.219-9 and DFARS 252.219-7003. It is the policy of the Government to provide small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone business, small disadvantaged business, and women-owned small business concerns with the maximum practicable opportunity to participate as subcontractors, consistent with efficient contract performance, in the contracts awarded by the executive agencies of the Federal Government. This factor will assess the Offeror's support of the policy by an examination of the following:

(1) The extent to which the prime Offeror has proposed qualified first tier small, women-owned, HUB Zone, veteran, and service-disabled veteran-owned small business subcontractors which meet or exceed the following SPAWAR targets for this procurement based upon percent of subcontracted amount:

Small Business Categories	SPAWAR Target (Based upon % of subcontracted amount)
Total Small Business (includes the below)	20%
Small Disadvantaged Business	5%
Woman-Owned Small Business	5%
HUBZone	3%
Service-Disabled Veteran Owned Small Business	3%

The extent of commitment to use all categories of small business firms identified by name in the above table, as evidenced by attached enforceable commitment documents and narrative on complexity of work subcontracted to small businesses.

(2) The extent to which the prime Offeror has attained applicable goals for small business participation under previous U.S. Government contracts that required subcontracting plans, as evidenced by attached SF 294s, SF295s or e-SRS report. The Government reserves the right to use small business past performance information obtained from sources other than the Offeror, including eSRS, for its evaluation of Offerors commitment to utilize small business. The Government will evaluate the extent to which the Offeror's proposal demonstrates a commitment to utilize small business.

(3) If the Offeror is a small business concern they will receive a "neutral" rating for this subfactor. Furthermore, the small business Offeror is not required to submit a small business subcontracting plan.

*Small Businesses include Small Disadvantaged Businesses, Women-Owned Small Businesses, Veteran Owned Small Businesses, Service Disabled Veteran Owned Small Businesses, HUB Zone Small Businesses, Historically Black Colleges or Universities, and Minority Institutions.

FACTOR 4: PAST PERFORMANCE

(1) Performance Confidence Assessment: The past performance evaluation results in an assessment of the Offeror's probability of meeting the solicitation requirements. While each submitted contract will be assigned a relevancy rating, the performance confidence assessment will be rated at the factor level for each Offeror. In conducting its performance confidence assessment, the Government will evaluate: (a) the relevancy of submitted contracts up to a maximum of five (5) for the prime and one (1) for each major subcontractor, (b) the quality of past performance on relevant contracts, and (c) any other past performance information relevant to this solicitation.

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

The Government will consider the totality of the Offeror's past performance submission to determine relevancy as defined by Section L under Section 4.4, Past Performance (Factor 4). The determination of "relevancy" will be made by the Government and, therefore, the Government may disregard past performance inputs that are determined "not relevant". More relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

(1)(b) **Quality of Past Performance:** The Government will evaluate the quality of the Offeror's relevant past performance as well as that of its proposed subcontractors, as it relates to the probability of successful accomplishment of the required effort. The Government will focus its inquiry on the past performance of the Offeror and its proposed subcontracts as it relates to all solicitation requirements, such as cost, schedule, and performance, including the Offeror's record of conforming to specifications and to standards of good workmanship; the contractor's record of containing and forecasting costs on any previously performed cost reimbursable contracts; the contractor's adherence to contract schedules, including the administrative aspects of performance, the Offeror's reputation for reasonable and cooperative behavior, and commitment to customer satisfaction.

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

(1)(c) The Government reserves the right to use past performance information obtained from sources other than the Offeror. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of proof of providing thorough and complete past performance information remains with the Offeror.

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

If the Government cannot obtain information regarding the Offeror's past performance, that Offeror will receive a Neutral rating (i.e., the Offeror is evaluated neither favorably nor unfavorably) for Factor 4 – Past Performance.

FACTOR 5: COST/PRICE

The Government will perform an analysis of all prices and costs proposed. This evaluation will consist of a Price Analysis, Cost Analysis, and Cost Realism Analysis on each Offeror's proposal. However, no adjectival ratings shall be utilized for evaluating cost or price since cost and price is not rated.

(1) Cost Analysis / Cost Realism Analysis (Cost-Reimbursable CLINs)

Cost Analysis and Cost Realism Analysis will be performed on all cost reimbursement line items in accordance with FAR 15.404-1(c) and FAR 15.404-1(d) respectively. The purpose of the Cost Realism

evaluation will be (a) to determine whether the estimated proposed cost elements are realistic for the work to be performed (b) to verify the Offeror's understanding of the requirements; (c) to assess the degree to which the proposed cost reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the Offeror will perform for the offered cost; and (d) assess the degree to which the proposed cost accurately represents the work efforts included in the technical proposal. Proposed costs may be adjusted, for purposes of evaluation, based upon the results of the cost realism evaluation. When this cost realism analysis is performed and adjustments are made (if any), the resulting probable cost estimate shall be used in the evaluation. Pertinent cost information will be used to arrive at the Government determination of the most probable cost. Pertinent cost information may include, but is not limited to, DCAA and DCMA recommendation and approvals on direct and indirect rates, historical rates, marketplace rates, market salary surveys, information submitted by Offerors, etc. The Government may also use statistical analysis to set a range of direct rates and indirect rates. When this cost realism analysis is performed, the resulting probable cost estimate will be used in the evaluation. Adjustments to cost may result in a re-evaluation and concurrent rescoring of technical proposals. Such re-evaluation based on cost or realistic cost analysis could negatively impact the technical rating of the proposal.

(2) Price Analysis (Firm-Fixed Price CLINs)

Price analysis will be conducted in accordance with FAR 15.404-1(b) on all fixed price line items. In addition to evaluating the prices proposed, the Government will evaluate the extent to which evidence of unbalanced pricing exists, either between CLINs or between different quantities within one CLIN. Offerors are advised that an offer that includes unbalanced pricing between the basic requirement and any options may be rejected. As defined at FAR 15.404, unbalanced pricing exists when, despite an acceptable total evaluated cost or price, the cost or price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques.

(3) Total Evaluated Price

The Government will arrive at a total evaluated proposed cost/price for each proposal by adding, (1) the total evaluated cost of all CPIF CLINs including cost incentive fees (Proposed Cost plus Target Fee)(CLINs 0001 and 0002, (2) the total evaluated prices for all Firm Fixed Price option hardware (CLINs 1000, 1001, 2000, 2001, 3000, 3001, 4000, and 4001), (3) Provisioned Item Order amounts provided in Section L (CLIN 1004, 2004, 3004, and 4004), (4) First Article Testing CLINs (1003, 2003, 3003, and 4003), (5) the total evaluated costs for the option Engineering Services CLINs 0006, 1005, 2005, 3005, and 4005 including fixed fee, (6) the non-fee bearing ODC amounts provided in Section L for Option CLINs 0007, 1006, 2006, 3006, and 4006), and (7) non fee bearing FFP data rights amounts (if proposed) for the CDRL items identified in the Section B data rights tables.

(4) The Government will evaluate all costs proposed by the Offeror for completeness, realism, and reasonableness. The Government's objective is to assess how well the amount of effort proposed correlates to the proposed costs and prices, and provides best value to the Government given the proposed costs and prices.

(5) Uncompensated Overtime Evaluation.

(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 subparagraph (g) of Section 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.

(6) HUBZone Evaluation Preference.

The Government will give Offerors from qualified HUBZone concerns a preference in the cost evaluation in accordance with FAR clause 52.219-4, unless waived by the Offeror. Qualified HUBZone firms are identified in the Small Business Administration's website (www.sba.gov/hubzone). NOTE: Pursuant to OSD Memorandum dated 09 February 2007, the additional SDB price evaluation adjustment addressed in FAR clause 52.219-23 will not be performed.

(g) Other Considerations.

Small Business* Subcontracting Plan.

The information provided in the Small Business Subcontracting Plan will be evaluated by the Government in accordance with FAR Part 19/DFARS Part 219 on an acceptable/unacceptable basis. The approved Small Business Subcontracting Plan shall be incorporated into any resulting contract award. It should be noted that failure to submit a Small Business Subcontracting Plan acceptable to the Contracting Officer shall make the Offeror ineligible for award of a contract. The SPAWAR Subcontracting Goals for this procurement are provided above (under paragraph 5.0) and will be used when evaluating the Subcontracting Plan.

*Small Businesses include Small Disadvantaged Businesses, Women-Owned Small Businesses, Veteran-Owned Small Businesses, Service-Disabled Veteran-Owned Small Business, HUBZone Small Businesses and Historically Black Colleges or Universities and Minority Institutions.

(End of provision)

M-501 EVALUATION RATINGS AND DEFINITIONS

In evaluating proposals, the Government will assign adjectival ratings as described herein for Factors 1 through 4 (Technical Approach, Technical Data Rights, Management Approach, Past Performance, and Small Business Commitment). Risk will be integrated at the Factor Level. Factor 5, Cost/Price, does not receive an adjectival rating.

Since it is impossible to anticipate the nature of each Offeror's proposal in advance or to describe the myriad qualities and considerations that could result in one of the below-meanings for ratings, these definitions should be looked upon as examples of typical characteristics of that rating, and will be used as a guide or reference rather than a rigid measure to be followed word-for-word. Evaluators will be instructed to select the rating/definition that most closely fits the value or desirability of the Offeror's proposed performance.

The adjectival ratings for Factor 1, 2 and 3 (Technical Approach, Technical Data Rights, and Management Approach) will be rated considering risk in conjunction with the strengths, weakness, significant weaknesses, deficiencies and omissions in determining the ratings. The ratings are as follows:

OUTSTANDING: Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.

GOOD: Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.

ACCEPTABLE: Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.

MARGINAL: Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.

UNACCEPTABLE: Proposal does not meet requirements and contains one or more deficiencies. Proposal is not awardable.

The adjectival ratings for Factor 4, Past Performance, are listed below:

SUBSTANTIAL CONFIDENCE: Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.

SATISFACTORY CONFIDENCE: Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.

LIMITED CONFIDENCE: Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.

NO CONFIDENCE: Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

UNKNOWN CONFIDENCE (NEUTRAL): No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Past Performance Relevancy Ratings, are listed below:

VERY RELEVANT - Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

RELEVANT - Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

SOMEWHAT RELEVANT - Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

NOT RELEVANT - Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

The adjectival ratings for Factor 3.3, Small Business Commitment, are listed below:

OUTSTANDING: The Offeror strongly supports small, small disadvantage, women-owned, HUB Zone, service disabled veteran owned, business concerns.

GOOD: The Offeror substantially supports small, small disadvantage, women-owned, HUB Zone, service disabled veteran owned, business concerns.

ACCEPTABLE: The Offeror adequately supports small, small disadvantage, women-owned, HUB Zone, service disabled veteran owned, business concerns.

MARGINAL: The Offeror somewhat supports small, small disadvantage, women-owned, HUB Zone, service disabled veteran owned, business concerns.

UNACCEPTABLE: The Offeror does not supports small, small disadvantage, women-owned, HUB Zone, service disabled veteran owned, business concerns.

NEUTRAL: The Offeror is a small, small disadvantage, women-owned, HUB Zone, service disabled veteran owned, business concern and is not required to submit a small business subcontracting plan.

DEFINITIONS

Strength, weakness, significant weakness, deficiency, omission and risk are defined as follows:

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

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

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

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

OMISSION: Information requested in Section L of the RFP that was not provided in the response. An omission is not necessarily a deficiency.

RISK: The potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

The definitions of low, moderate and high risk are as follows:

LOW RISK: Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

MODERATE RISK: Can potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.

HIGH RISK: Is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

(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)

M-312 EVALUATION OF PERFORMANCE RISK (JAN 1999)

(a) During the source selection process, the government will assess the relative risks associated with each offeror and proposal. It is important to note the distinction between proposal risk and performance risk.

(1) Proposal risks are those associated with an offeror's proposed approach in meeting the government's requirements. Proposal risk is assessed by the proposal evaluators and is integrated into the rating of each specific evaluation subfactor under the technical and cost factors.

(2) Performance risks are those associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance.

(b) The government will conduct a performance risk assessment based upon the quality of the offeror's past performance as well as that of its proposed subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the government will focus its inquiry on the past performance of the offeror and its proposed subcontracts as it relates to all solicitation requirements, such as cost, schedule, and performance, including the contractor's record of conforming to specifications and to standards of good workmanship; the contractor's record of containing and forecasting costs on any previously performed cost reimbursable contracts; the contractor's adherence to contract schedules, including the administrative aspects of performance. Performance risk is assigned a weight as part of the Technical Evaluation. The relative weighting is reflected in Provision M-307.

(c) A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high performance risk rating resulting in a potential reduction of the overall technical score (correspondingly, a low risk assessment may result in a higher evaluated score in accordance with the evaluation factors set forth in Section M). Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal.

(d) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(e) Offerors are cautioned that in conducting the performance risk assessment, the government may use data provided by the offeror in its proposal and data obtained from other sources. Since the government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that while the government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.

(End of provision)