

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A7	PAGE OF PAGES 1 181		
2. CONTRACT NO.		3. SOLICITATION NO. N00039-13-R-0005	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 05 Feb 2013	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 KENNETH NICKEL	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 619-524-7178		C. E-MAIL ADDRESS Kenneth.Nickel@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)			
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE					25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 FFP			Lot		
OPTION	ULV Shipboard SCPC/Dynamic Modem System ULV Shipboard SCPC & Dynamic Modem System shall be compliant with Attachment 1 - ULV Baseline Specification. First Assets required to accomplish US Navy environmental, developmental, and operational testing. See Pricing Table 1-1. See Note 1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 FFP		1	Each		
OPTION	Radar Cross Section (RCS) Kit RCS Kit shall be compliant with Attachment 1 - ULV Baseline Specification and Attachment 2 - ULV Option Specification - RCS. RCS kit must comply with the RCS requirements as specified in OPNAVINST 9070.2 and be certifiable by NAVSEA 05 in accordance with confidential NAVSEA letter RCS Requirements for CBSP, serial number 05T1/C07-009 dated 14 March 2007. See Note 2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 FFP			Lot		
OPTION	<p>ULV Shipboard SCPC/Dynamic Modem System</p> <p>ULV Shipboard SCPC & Dynamic Modem System shall be compliant with Attachment 1 - ULV Baseline Specification and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 0003 can be ordered with any, a combination of, and/or all of the ULV option CLINs 0007-0013 by adding the unit price of CLIN 0003 in ULV Pricing Table 2-1 to the unit price of CLINs 0007-0013 in ULV Pricing Tables 3-1 though 3-7.</p> <p>For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 though 3-7. See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 FFP			Lot		
OPTION	<p>ULV Shipboard SCPC & Dynamic Modem System with Radar Cross Section (RCS) Kit</p> <p>ULV Shipboard SCPC & Dynamic Modem System with Radar Cross Section (RCS) Kit shall be compliant with Attachment 1 - ULV Baseline Specification, Attachment 2 - ULV Baseline Specification - RCS, and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (2 through 7). CLIN 0004 can be ordered with any, a combination of, and/or all of the ULV option CLINs 0008-0013 by adding the unit price of CLIN 0004 in ULV Pricing Table 2-2 to the unit price of CLINs 0008-0013 in ULV Pricing Tables 3-2 though 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-2 though 3-7.</p> <p>See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 FFP			Lot		
OPTION	<p>ULV Dual Antenna SCPC/Dynamic Modem System</p> <p>ULV Dual Antenna SCPC & Dynamic Modem System shall be compliant with Attachment 1 - ULV Baseline Specification, and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 0005 can be ordered with any, a combination of, and/or all of the ULV option CLINs 0007-0013 by adding the unit price of CLIN 0004 in ULV Pricing Table 2-3 to the unit price of CLINs 0007-0013 in ULV Pricing Tables 3-1 through 3-7.</p> <p>For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 through 3-7. See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 FFP			Lot		
OPTION	<p>ULV Integrated Ku and X band Terminal</p> <p>ULV Integrated Ku and X band Terminal shall be compliant with Attachment 1 - ULV Baseline Specification and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 0006 can be ordered with any, a combination of, and/or all of the ULV option CLINs 0007-0013 by adding the unit price of CLIN 0006 in ULV Pricing Table 2-4 to the unit price of CLINs 0007-0013 in ULV Pricing Tables 3-1 through 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 through 3-7. See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 FFP			Lot		
OPTION	<p>Radar Cross Section Reduction and Test</p> <p>Radar Cross Section (RCS) Reduction and Test optional capability shall be compliant with Attachment 2 - ULV Option Specification - RCS Reduction and Test and can be added to any the ULV baseline systems of CLINs 0003, 0005, and 0006. See ULV Pricing Table 3-1.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 FFP			Lot		
OPTION	Uninterruptible Power Supply (UPS) Uninterruptible Power Supply (UPS) optional capability shall be compliant with Attachment 3 - ULV Option Specification - UPS and can be added to any the ULV baseline systems of CLINs 0003, 0004, 0005, and 0006. See ULV Pricing Table 3-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 FFP			Lot		
OPTION	Manually Tunable Ku Band Terminal Reject Filter Manually Tunable Ku Band Terminal Reject Filter optional capability shall be compliant with Attachment 4 - ULV Option Specification - Manually Tunable Ku Band Terminal Reject Filter and can be added to any the ULV baseline systems of CLINs 0003, 0004, 0005, and 0006. See ULV Pricing Table 3-3. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 FFP			Lot		
OPTION	Addition of Spectrum Analyzer Addition of Spectrum Analyzer optional capability shall be compliant with Attachment 5 - ULV Option Specification - Manually Tunable Ku Band Terminal Reject Filter and can be added to any the ULV baseline systems of CLINs 0003, 0004, 0005, and 0006. See ULV Pricing Table 3-4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 FFP			Lot		
OPTION	Addition of Ka Addition of Ka optional capability shall be compliant with Attachment 6 - ULV Option Specification - Addition of Ka and can be added to any the ULV baseline systems of CLINs 0003, 0004, 0005, and 0006. See ULV Pricing Table 3-5. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 FFP			Lot		
OPTION	Dual RF Carriers Addition of Dual RF Carriers optional capability shall be compliant with Attachment 7 - ULV Option Specification - Dual RF Carriers and can be added to any the ULV baseline systems of CLINs 0003, 0004, 0005, and 0006. See ULV Pricing Table 3-6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 FFP			Lot		
OPTION	Enhanced Performance Capabilities Enhanced Performance Capabilities option shall be compliant with Attachment 8 - ULV Option Specification - Enhanced Performance Capabilities and can be added to any the ULV baseline systems of CLINs 0003, 0004, 0005, and 0006. See ULV Pricing Table 3-7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 FFP			Lot		
OPTION	Provisioning Items Complete Pricing Table 4-1 for defined PIO items, other items To Be Negotiated (TBN). Not to Exceed (NTE) \$1,000,000. See ULV Pricing Table 4-1. See Note 4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015			Lot		
	CDRLs Contract Data Requirements List (CDRLs) as described in SOW paragraph 5.3. Not Separately Priced (NSP). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 CPFF			Lot		NTE
OPTION	Engineering Services Engineering support services to be provided for CBSP systems. In accordance with SOW paragraphs 5.4, 6.2, and 7.1. Level of Effort engineering support services. See Note 5. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017 CPFF			Lot		NTE
OPTION	Engineering Services Engineering support services to be provided for CBSP systems. In accordance with SOW paragraphs 5.4, 6.2, and 7.1. Completion type engineering support services. See Note 5. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018 FFP		2	Each		
OPTION	Training Training in accordance with SOW paragraphs 5.5 and 6.3. See Note 6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019 COST			Lot		NTE
OPTION	<p>Other Direct Costs (ODCs) ODCs in support of CLIN 0016 and 0017. ODCs may include travel and other direct costs. ODCs are non-fee bearing. In accordance with SOW paragraphs 5.6, 6.4, and 7.2. Not To Exceed \$90,000. See Note 7.</p> <p>FOB: Destination</p>				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 FFP			Lot		
OPTION	<p>ULV Shipboard SCPC/Dynamic Modem System ULV Shipboard SCPC & Dynamic Modem System shall be compliant with Attachment 1 - ULV Baseline Specification and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 1001 can be ordered with any, a combination of, and/or all of the ULV option CLINs 1005-1011 by adding the unit price of CLIN 1005 in ULV Pricing Table 2-1 to the unit price of CLINs 1005-1011 in ULV Pricing Tables 3-1 though 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 though 3-7. See Note 3. FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 FFP			Lot		
OPTION	<p>ULV Shipboard SCPC & Dynamic Modem System with Radar Cross Section (RCS) Kit ULV Shipboard SCPC & Dynamic Modem System with Radar Cross Section (RCS) Kit shall be compliant with Attachment 1 - ULV Baseline Specification, Attachment 2 - ULV Baseline Specification - RCS, and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (2 through 7). CLIN 1002 can be ordered with any, a combination of, and/or all of the ULV option CLINs 1006-0011 by adding the unit price of CLIN 1002 in ULV Pricing Table 2-2 to the unit price of CLINs 1006-1011 in ULV Pricing Tables 3-2 though 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-2 though 3-7. See Note 3. FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 FFP			Lot		
OPTION	<p>ULV Dual Antenna SCPC/Dynamic Modem System ULV Dual Antenna SCPC & Dynamic Modem System shall be compliant with Attachment 1 - ULV Baseline Specification, and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 1003 can be ordered with any, a combination of and/or all of the ULV option CLINs 1005-0011 by adding the unit price of CLIN 1003 in ULV Pricing Table 2-3 to the unit price of CLINs 1005-0011 in ULV Pricing Tables 3-1 though 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 though 3-7. See Note 3. FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 FFP			Lot		
OPTION	<p>ULV Integrated Ku and X band Terminal</p> <p>ULV Integrated Ku and X band Terminal shall be compliant with Attachment 1 - ULV Baseline Specification and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 1004 can be ordered with any, a combination of and/or all of the ULV option CLINs 1005-1011 by adding the unit price of CLIN 1004 in ULV Pricing Table 2-4 to the unit price of CLINs 1005-1011 in ULV Pricing Tables 3-1 through 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 through 3-7.</p> <p>See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 FFP			Lot		
OPTION	<p>Radar Cross Section Reduction and Test</p> <p>Radar Cross Section (RCS) Reduction and Test optional capability shall be compliant with Attachment 2 - ULV Option Specification - RCS Reduction and Test and can be added to any the ULV baseline systems of CLINs 1001, 1003, and 1004. See ULV Pricing Table 3-1.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 FFP			Lot		
OPTION	<p>Uninterruptible Power Supply (UPS)</p> <p>Uninterruptible Power Supply (UPS) optional capability shall be compliant with Attachment 3 - ULV Option Specification - UPS and can be added to any the ULV baseline systems of CLINs 1001, 1002, 1003, and 1004. See ULV Pricing Table 3-2.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 FFP			Lot		
OPTION	Manually Tunable Ku Band Terminal Reject Filter Manually Tunable Ku Band Terminal Reject Filter optional capability shall be compliant with Attachment 4 - ULV Option Specification - Manually Tunable Ku Band Terminal Reject Filter and can be added to any the ULV baseline systems of CLINs 1001, 1002, 1003, and 1004. See ULV Pricing Table 3-3. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 FFP			Lot		
OPTION	Addition of Spectrum Analyzer Addition of Spectrum Analyzer optional capability shall be compliant with Attachment 5 - ULV Option Specification - Manually Tunable Ku Band Terminal Reject Filter and can be added to any the ULV baseline systems of CLINs 1001, 1002, 1003, and 1004. See ULV Pricing Table 3-4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009 FFP			Lot		
OPTION	Addition of Ka Addition of Ka optional capability shall be compliant with Attachment 6 - ULV Option Specification - Addition of Ka and can be added to any the ULV baseline systems of CLINs 1001, 1002, 1003, and 1004. See ULV Pricing Table 3-5. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010 FFP			Lot		
OPTION	Dual RF Carriers Addition of Dual RF Carriers optional capability shall be compliant with Attachment 7 - ULV Option Specification - Dual RF Carriers and can be added to any the ULV baseline systems of CLINs 1001, 1002, 1003, and 1004. See ULV Pricing Table 3-6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011 FFP			Lot		
OPTION	Enhanced Performance Capabilities Enhanced Performance Capabilities option shall be compliant with Attachment 8 - ULV Option Specification - Enhanced Performance Capabilities and can be added to any the ULV baseline systems of CLINs 1001, 1002, 1003, and 1004. See ULV Pricing Table 3-7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012 FFP			Lot		
OPTION	Provisioning Items Complete Pricing Table 4-2 for defined PIO items, other items To Be Negotiated (TBN). Not to Exceed (NTE) \$1,000,000. See ULV Pricing Table 4-2. See Note 4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013			Lot		
OPTION	CDRLs Contract Data Requirements List (CDRLs) as described in SOW paragraph 5.3. Not Separately Priced (NSP). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014 CPFF			Lot		NTE
OPTION	Engineering Services Engineering support services to be provided for CBSP systems. In accordance with SOW paragraphs 5.4, 6.2, and 7.1. Level of Effort engineering support services. See Note 5. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015 CPFF			Lot		NTE
OPTION	Engineering Services Engineering support services to be provided for CBSP systems. In accordance with SOW paragraphs 5.4, 6.2, and 7.1. Completion type engineering support services. See Note 5. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1016 FFP		2	Each		
OPTION	Training Training in accordance with SOW paragraphs 5.5 and 6.3. See Note 6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1017 COST			Lot		NTE
OPTION	Other Direct Costs (ODCs) ODCs in support of CLIN 1014 and 1015. ODCs may include travel and other direct costs. ODCs are non-fee bearing. In accordance with SOW paragraphs 5.6, 6.4, and 7.2. Not To Exceed \$45,000. See Note 7. FOB: Destination				
	ESTIMATED COST				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 FFP			Lot		
OPTION	<p>ULV Shipboard SCPC/Dynamic Modem System</p> <p>ULV Shipboard SCPC & Dynamic Modem System shall be compliant with Attachment 1 - ULV Baseline Specification and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 2001 can be ordered with any, a combination of, and/or all of the ULV option CLINs 2005-2011 by adding the unit price of CLIN 2005 in ULV Pricing Table 2-1 to the unit price of CLINs 2005-2011 in ULV Pricing Tables 3-1 though 3-7.</p> <p>For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 though 3-7. See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 FFP			Lot		
OPTION	<p>ULV Shipboard SCPC & Dynamic Modem System with Radar Cross Section (RCS) Kit</p> <p>ULV Shipboard SCPC & Dynamic Modem System with Radar Cross Section (RCS) Kit shall be compliant with Attachment 1 - ULV Baseline Specification, Attachment 2 - ULV Baseline Specification - RCS, and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (2 through 7). CLIN 2002 can be ordered with any, a combination, of and/all of the ULV option CLINs 2006-2011 by adding the unit price of CLIN 2002 in ULV Pricing Table 2-2 to the unit price of CLINs 2006-2011 in ULV Pricing Tables 3-2 though 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-2 though 3-7.</p> <p>See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 FFP			Lot		
OPTION	<p>ULV Dual Antenna SCPC/Dynamic Modem System</p> <p>ULV Dual Antenna SCPC & Dynamic Modem System shall be compliant with Attachment 1 - ULV Baseline Specification, and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 2003 can be ordered with any, a combination of, and/or all of the ULV option CLINs 2005-2011 by adding the unit price of CLIN 2003 in ULV Pricing Table 2-3 to the unit price of CLINs 2005-2011 in ULV Pricing Tables 3-1 though 3-7.</p> <p>For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 though 3-7. See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 FFP			Lot		
OPTION	<p>ULV Integrated Ku and X band Terminal</p> <p>ULV Integrated Ku and X band Terminal shall be compliant with Attachment 1 - ULV Baseline Specification and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 2004 can be ordered with any, a combination of, and/or all of the ULV option CLINs 2005-2011 by adding the unit price of CLIN 2004 in ULV Pricing Table 2-4 to the unit price of CLINs 2005-2011 in ULV Pricing Tables 3-1 though 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 though 3-7. See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 FFP			Lot		
OPTION	<p>Radar Cross Section Reduction and Test</p> <p>Radar Cross Section (RCS) Reduction and Test optional capability shall be compliant with Attachment 2 - ULV Option Specification - RCS Reduction and Test and can be added to any the ULV baseline systems of CLINs 2001, 2003, and 2004. See ULV Pricing Table 3-1.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 FFP			Lot		
OPTION	Uninterruptible Power Supply (UPS) Uninterruptible Power Supply (UPS) optional capability shall be compliant with Attachment 3 - ULV Option Specification - UPS and can be added to any the ULV baseline systems of CLINs 2001, 2002, 2003, and 2004. See ULV Pricing Table 3-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 FFP			Lot		
OPTION	Manually Tunable Ku Band Terminal Reject Filter Manually Tunable Ku Band Terminal Reject Filter optional capability shall be compliant with Attachment 4 - ULV Option Specification - Manually Tunable Ku Band Terminal Reject Filter and can be added to any the ULV baseline systems of CLINs 2001, 2002, 2003, and 2004. See ULV Pricing Table 3-3. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 FFP			Lot		
OPTION	Addition of Spectrum Analyzer Addition of Spectrum Analyzer optional capability shall be compliant with Attachment 5 - ULV Option Specification - Manually Tunable Ku Band Terminal Reject Filter and can be added to any the ULV baseline systems of CLINs 2001, 2002, 2003, and 2004. See ULV Pricing Table 3-4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 FFP			Lot		
OPTION	Addition of Ka Addition of Ka optional capability shall be compliant with Attachment 6 - ULV Option Specification - Addition of Ka and can be added to any the ULV baseline systems of CLINs 2001, 2002, 2003, and 2004. See ULV Pricing Table 3-5. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010 FFP			Lot		
OPTION	Dual RF Carriers Addition of Dual RF Carriers optional capability shall be compliant with Attachment 7 - ULV Option Specification - Dual RF Carriers and can be added to any the ULV baseline systems of CLINs 2001, 2002, 2003, and 2004. See ULV Pricing Table 3-6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011 FFP			Lot		
OPTION	Enhanced Performance Capabilities Enhanced Performance Capabilities option shall be compliant with Attachment 8 - ULV Option Specification - Enhanced Performance Capabilities and can be added to any the ULV baseline systems of CLINs 2001, 2002, 2003, and 2004. See ULV Pricing Table 3-7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012 FFP			Lot		
OPTION	Provisioning Items Complete Pricing Table 4-3 for defined PIO items, other items To Be Negotiated (TBN). Not to Exceed (NTE) \$1,000,000. See ULV Pricing Table 4-3. See Note 4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013			Lot		
OPTION	CDRLs Contract Data Requirements List (CDRLs) as described in SOW paragraph 5.3. Not Separately Priced (NSP). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014 CPFF			Lot		NTE
OPTION	Engineering Services Engineering support services to be provided for CBSP systems. In accordance with SOW paragraphs 5.4, 6.2, and 7.1. Level of Effort engineering support services. See Note 5. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2015 CPFF			Lot		NTE
OPTION	Engineering Services Engineering support services to be provided for CBSP systems. In accordance with SOW paragraphs 5.4, 6.2, and 7.1. Completion type engineering support services. See Note 5. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2016 FFP		2	Each		
OPTION	Training Training in accordance with SOW paragraphs 5.5 and 6.3. See Note 6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2017 COST			Lot		NTE
OPTION	Other Direct Costs (ODCs) ODCs in support of CLIN 1014 and 1015. ODCs may include travel and other direct costs. ODCs are non-fee bearing. In accordance with SOW paragraphs 5.6, 6.4, and 7.2. Not To Exceed \$45,000. See Note 7. FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 FFP			Lot		
OPTION	ULV Shipboard SCPC/Dynamic Modem System ULV Shipboard SCPC & Dynamic Modem System shall be compliant with Attachment 1 - ULV Baseline Specification and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 3001 can be ordered with any, a combination of, and/or all of the ULV option CLINs 3005-3011 by adding the unit price of CLIN 3005 in ULV Pricing Table 2-1 to the unit price of CLINs 3005-3011 in ULV Pricing Tables 3-1 though 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 though 3-7. See Note 3. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 FFP			Lot		
OPTION	<p>ULV Shipboard SCPC & Dynamic Modem System with Radar Cross Section (RCS) Kit</p> <p>ULV Shipboard SCPC & Dynamic Modem System with Radar Cross Section (RCS) Kit shall be compliant with Attachment 1 - ULV Baseline Specification, Attachment 2 - ULV Baseline Specification - RCS, and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (2 through 7). CLIN 3002 can be ordered with any, a combination of, and/or all of the ULV option CLINs 3006-3011 by adding the unit price of CLIN 3002 in ULV Pricing Table 2-2 to the unit price of CLINs 3006-3011 in ULV Pricing Tables 3-2 though 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-2 though 3-7.</p> <p>See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 FFP			Lot		
OPTION	<p>ULV Dual Antenna SCPC/Dynamic Modem System</p> <p>ULV Dual Antenna SCPC & Dynamic Modem System shall be compliant with Attachment 1 - ULV Baseline Specification, and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 3003 can be ordered with any, a combination of and/or all of the ULV option CLINs 3005-3011 by adding the unit price of CLIN 3003 in ULV Pricing Table 2-3 to the unit price of CLINs 3005-3011 in ULV Pricing Tables 3-1 though 3-7.</p> <p>For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 though 3-7.</p> <p>See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 FFP			Lot		
OPTION	<p>ULV Integrated Ku and X band Terminal ULV Integrated Ku and X band Terminal shall be compliant with Attachment 1 - ULV Baseline Specification and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 3004 can be ordered with any, a combination of and/or all of the ULV option CLINs 3005-3011 by adding the unit price of CLIN 3004 in ULV Pricing Table 2-4 to the unit price of CLINs 3005-3011 in ULV Pricing Tables 3-1 through 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 through 3-7. See Note 3. FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 FFP			Lot		
OPTION	<p>Radar Cross Section Reduction and Test Radar Cross Section (RCS) Reduction and Test optional capability shall be compliant with Attachment 2 - ULV Option Specification - RCS Reduction and Test and can be added to any the ULV baseline systems of CLINs 3001, 3003, and 3004. See ULV Pricing Table 3-1. FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 FFP			Lot		
OPTION	<p>Uninterruptible Power Supply (UPS) Uninterruptible Power Supply (UPS) optional capability shall be compliant with Attachment 3 - ULV Option Specification - UPS and can be added to any the ULV baseline systems of CLINs 3001, 3002, 3003, and 3004. See ULV Pricing Table 3-2. FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 FFP			Lot		
OPTION	Manually Tunable Ku Band Terminal Reject Filter Manually Tunable Ku Band Terminal Reject Filter optional capability shall be compliant with Attachment 4 - ULV Option Specification - Manually Tunable Ku Band Terminal Reject Filter and can be added to any the ULV baseline systems of CLINs 3001, 3002, 3003, and 3004. See ULV Pricing Table 3-3. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008 FFP			Lot		
OPTION	Addition of Spectrum Analyzer Addition of Spectrum Analyzer optional capability shall be compliant with Attachment 5 - ULV Option Specification - Manually Tunable Ku Band Terminal Reject Filter and can be added to any the ULV baseline systems of CLINs 3001, 3002, 3003, and 3004. See ULV Pricing Table 3-4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009 FFP			Lot		
OPTION	Addition of Ka Addition of Ka optional capability shall be compliant with Attachment 6 - ULV Option Specification - Addition of Ka and can be added to any the ULV baseline systems of CLINs 3001, 3002, 3003, and 3004. See ULV Pricing Table 3-5. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010 FFP			Lot		
OPTION	Dual RF Carriers Addition of Dual RF Carriers optional capability shall be compliant with Attachment 7 - ULV Option Specification - Dual RF Carriers and can be added to any the ULV baseline systems of CLINs 3001, 3002, 3003, and 3004. See ULV Pricing Table 3-6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011 FFP			Lot		
OPTION	Enhanced Performance Capabilities Enhanced Performance Capabilities option shall be compliant with Attachment 8 - ULV Option Specification - Enhanced Performance Capabilities and can be added to any the ULV baseline systems of CLINs 3001, 3002, 3003, and 3004. See ULV Pricing Table 3-7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012 FFP			Lot		
OPTION	Provisioning Items Complete Pricing Table 4-4 for defined PIO items, other items To Be Negotiated (TBN). Not to Exceed (NTE) \$1,000,000. See ULV Pricing Table 4-4. See Note 4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013			Lot		
OPTION	CDRLs Contract Data Requirements List (CDRLs) as described in SOW paragraph 5.3. Not Separately Priced (NSP). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014 CPFF			Lot		NTE
OPTION	Engineering Services Engineering support services to be provided for CBSP systems. In accordance with SOW paragraphs 5.4, 6.2, and 7.1. Level of Effort engineering support services. See Note 5. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3015 CPFF			Lot		NTE
OPTION	Engineering Services Engineering support services to be provided for CBSP systems. In accordance with SOW paragraphs 5.4, 6.2, and 7.1. Completion type engineering support services. See Note 5. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3016 FFP		2	Each		
OPTION	Training Training in accordance with SOW paragraphs 5.5 and 6.3. See Note 6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3017 COST			Lot		NTE
OPTION	Other Direct Costs (ODCs) ODCs in support of CLIN 1014 and 1015. ODCs may include travel and other direct costs. ODCs are non-fee bearing. In accordance with SOW paragraphs 5.6, 6.4, and 7.2. Not To Exceed \$45,000. See Note 7. FOB: Destination				
	ESTIMATED COST				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 FFP			Lot		
OPTION	<p>ULV Shipboard SCPC/Dynamic Modem System</p> <p>ULV Shipboard SCPC & Dynamic Modem System shall be compliant with Attachment 1 - ULV Baseline Specification and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 4001 can be ordered with any, a combination of and/or all of the ULV option CLINs 4005-4011 by adding the unit price of CLIN 4005 in ULV Pricing Table 2-1 to the unit price of CLINs 4005-4011 in ULV Pricing Tables 3-1 through 3-7.</p> <p>For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 through 3-7. See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 FFP			Lot		
OPTION	<p>ULV Shipboard SCPC & Dynamic Modem System with Radar Cross Section (RCS) Kit</p> <p>ULV Shipboard SCPC & Dynamic Modem System with Radar Cross Section (RCS) Kit shall be compliant with Attachment 1 - ULV Baseline Specification, Attachment 2 - ULV Baseline Specification - RCS, and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (2 through 7). CLIN 4002 can be ordered with any, a combination of and/or all of the ULV option CLINs 4006-4011 by adding the unit price of CLIN 4002 in ULV Pricing Table 2-2 to the unit price of CLINs 4006-4011 in ULV Pricing Tables 3-2 through 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-2 through 3-7. See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 FFP			Lot		
OPTION	<p>ULV Dual Antenna SCPC/Dynamic Modem System</p> <p>ULV Dual Antenna SCPC & Dynamic Modem System shall be compliant with Attachment 1 - ULV Baseline Specification, and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 4003 can be ordered with any, a combination of and/or all of the ULV option CLINs 4005-4011 by adding the unit price of CLIN 4003 in ULV Pricing Table 2-3 to the unit price of CLINs 4005-4011 in ULV Pricing Tables 3-1 though 3-7.</p> <p>For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 though 3-7. See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 FFP			Lot		
OPTION	<p>ULV Integrated Ku and X band Terminal</p> <p>ULV Integrated Ku and X band Terminal shall be compliant with Attachment 1 - ULV Baseline Specification and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 4004 can be ordered with any, a combination of and/or all of the ULV option CLINs 4005-4011 by adding the unit price of CLIN 4004 in ULV Pricing Table 2-4 to the unit price of CLINs 4005-4011 in ULV Pricing 3-1 though 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 though 3-7. See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 FFP			Lot		
OPTION	<p>Radar Cross Section Reduction and Test</p> <p>Radar Cross Section (RCS) Reduction and Test optional capability shall be compliant with Attachment 2 - ULV Option Specification - RCS Reduction and Test and can be added to any the ULV baseline systems of CLINs 4001, 4003, and 4004. See ULV Pricing Table 3-1.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 FFP			Lot		
OPTION	Uninterruptible Power Supply (UPS) Uninterruptible Power Supply (UPS) optional capability shall be compliant with Attachment 3 - ULV Option Specification - UPS and can be added to any the ULV baseline systems of CLINs 4001, 4002, 4003, and 4004. See ULV Pricing Table 3-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007 FFP			Lot		
OPTION	Manually Tunable Ku Band Terminal Reject Filter Manually Tunable Ku Band Terminal Reject Filter optional capability shall be compliant with Attachment 4 - ULV Option Specification - Manually Tunable Ku Band Terminal Reject Filter and can be added to any the ULV baseline systems of CLINs 4001, 4002, 4003, and 4004. See ULV Pricing Table 3-3. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008 FFP			Lot		
OPTION	Addition of Spectrum Analyzer Addition of Spectrum Analyzer optional capability shall be compliant with Attachment 5 - ULV Option Specification - Manually Tunable Ku Band Terminal Reject Filter and can be added to any the ULV baseline systems of CLINs 4001, 4002, 4003, and 4004. See ULV Pricing Table 3-4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009 FFP			Lot		
OPTION	Addition of Ka Addition of Ka optional capability shall be compliant with Attachment 6 - ULV Option Specification - Addition of Ka and can be added to any the ULV baseline systems of CLINs 4001, 4002, 4003, and 4004. See ULV Pricing Table 3-5. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010 FFP			Lot		
OPTION	Dual RF Carriers Addition of Dual RF Carriers optional capability shall be compliant with Attachment 7 - ULV Option Specification - Dual RF Carriers and can be added to any the ULV baseline systems of CLINs 4001, 4002, 4003, and 4004. See ULV Pricing Table 3-6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011 FFP			Lot		
OPTION	Enhanced Performance Capabilities Enhanced Performance Capabilities option shall be compliant with Attachment 8 - ULV Option Specification - Enhanced Performance Capabilities and can be added to any the ULV baseline systems of CLINs 4001, 4002, 4003, and 4004. See ULV Pricing Table 3-7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012 FFP			Lot		
OPTION	Provisioning Items Complete Pricing Table 4-5 for defined PIO items, other items To Be Negotiated (TBN). Not to Exceed (NTE) \$1,000,000. See ULV Pricing Table 4-5. See Note 4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013			Lot		
OPTION	CDRLs Contract Data Requirements List (CDRLs) as described in SOW paragraph 5.3. Not Separately Priced (NSP). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014 CPFF			Lot		NTE
OPTION	Engineering Services Engineering support services to be provided for CBSP systems. In accordance with SOW paragraphs 5.4, 6.2, and 7.1. Level of Effort engineering support services. See Note 5. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4015 CPFF			Lot		NTE
OPTION	Engineering Services Engineering support services to be provided for CBSP systems. In accordance with SOW paragraphs 5.4, 6.2, and 7.1. Completion type engineering support services. See Note 5. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4016 FFP		2	Each		
OPTION	Training Training in accordance with SOW paragraphs 5.5 and 6.3. See Note 6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4017 COST			Lot		NTE
OPTION	Other Direct Costs (ODCs) ODCs in support of CLIN 1007 and 1008. ODCs may include travel and other direct costs. ODCs are non-fee bearing. In accordance with SOW paragraphs 5.6, 6.4, and 7.2. Not To Exceed \$45,000. See Note 7. FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001 FFP			Lot		
OPTION	ULV Shipboard SCPC/Dynamic Modem System ULV Shipboard SCPC & Dynamic Modem System shall be compliant with Attachment 1 - ULV Baseline Specification and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 5001 can be ordered with any, a combination of, and/or all of the ULV option CLINs 5005-5011 by adding the unit price of CLIN 5005 in ULV Pricing Table 2-1 to the unit price of CLINs 5005-5011 in ULV Pricing Tables 3-1 though 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 though 3-7. See Note 3. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002 FFP			Lot		
OPTION	<p>ULV Shipboard SCPC & Dynamic Modem System with Radar Cross Section (RCS) Kit ULV Shipboard SCPC & Dynamic Modem System with Radar Cross Section (RCS) Kit shall be compliant with Attachment 1 - ULV Baseline Specification, Attachment 2 - ULV Baseline Specification - RCS, and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (2 through 7). CLIN 5002 can be ordered with any, a combination of, and/or all of the ULV option CLINs 5006-5011 by adding the unit price of CLIN 5002 in ULV Pricing Table 2-2 to the unit price of CLINs 5006-5011 in ULV Pricing Tables 3-2 though 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-2 though 3-7. See Note 3. FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003 FFP			Lot		
OPTION	<p>ULV Dual Antenna SCPC/Dynamic Modem System ULV Dual Antenna SCPC & Dynamic Modem System shall be compliant with Attachment 1 - ULV Baseline Specification, and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 5003 can be ordered with any, a combination of, and/or all of the ULV option CLINs 5005-5011 by adding the unit price of CLIN 5003 in ULV Pricing Table 2-3 to the unit price of CLINs 5005-5011 in ULV Pricing Tables 3-1 though 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 though 3-7. See Note 3. FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004 FFP			Lot		
OPTION	<p>ULV Integrated Ku and X band Terminal</p> <p>ULV Integrated Ku and X band Terminal shall be compliant with Attachment 1 - ULV Baseline Specification and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 5004 can be ordered with any, a combination of, and/or all of the ULV option CLINs 5005-5011 by adding the unit price of CLIN 5004 in ULV Pricing Table 2-4 to the unit price of CLINs 5005-5011 in ULV Pricing Tables 3-1 though 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 though 3-7.</p> <p>See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005 FFP			Lot		
OPTION	<p>Radar Cross Section Reduction and Test</p> <p>Radar Cross Section (RCS) Reduction and Test optional capability shall be compliant with Attachment 2 - ULV Option Specification - RCS Reduction and Test and can be added to any the ULV baseline systems of CLINs 5001, 5003, and 5004. See ULV Pricing Table 3-1.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006 FFP			Lot		
OPTION	<p>Uninterruptible Power Supply (UPS)</p> <p>Uninterruptible Power Supply (UPS) optional capability shall be compliant with Attachment 3 - ULV Option Specification - UPS and can be added to any the ULV baseline systems of CLINs 5001, 5002, 5003, and 5004. See ULV Pricing Table 3-2.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007 FFP			Lot		
OPTION	Manually Tunable Ku Band Terminal Reject Filter Manually Tunable Ku Band Terminal Reject Filter optional capability shall be compliant with Attachment 4 - ULV Option Specification - Manually Tunable Ku Band Terminal Reject Filter and can be added to any the ULV baseline systems of CLINs 5001, 5002, 5003, and 5004. See ULV Pricing Table 3-3. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008 FFP			Lot		
OPTION	Addition of Spectrum Analyzer Addition of Spectrum Analyzer optional capability shall be compliant with Attachment 5 - ULV Option Specification - Manually Tunable Ku Band Terminal Reject Filter and can be added to any the ULV baseline systems of CLINs 5001, 5002, 5003, and 5004. See ULV Pricing Table 3-4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009 FFP			Lot		
OPTION	Addition of Ka Addition of Ka optional capability shall be compliant with Attachment 6 - ULV Option Specification - Addition of Ka and can be added to any the ULV baseline systems of CLINs 5001, 5002, 5003, and 5004. See ULV Pricing Table 3-5. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010 FFP			Lot		
OPTION	Dual RF Carriers Addition of Dual RF Carriers optional capability shall be compliant with Attachment 7 - ULV Option Specification - Dual RF Carriers and can be added to any the ULV baseline systems of CLINs 5001, 5002, 5003, and 5004. See ULV Pricing Table 3-6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011 FFP			Lot		
OPTION	Enhanced Performance Capabilities Enhanced Performance Capabilities option shall be compliant with Attachment 8 - ULV Option Specification - Enhanced Performance Capabilities and can be added to any the ULV baseline systems of CLINs 5001, 5002, 5003, and 5004. See ULV Pricing Table 3-7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012 FFP			Lot		
OPTION	Provisioning Items Complete Pricing Table 4-6 for defined PIO items, other items To Be Negotiated (TBN). Not to Exceed (NTE) \$1,000,000. See ULV Pricing Table 4-6. See Note 4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5013			Lot		
OPTION	CDRLs Contract Data Requirements List (CDRLs) as described in SOW paragraph 5.3. Not Separately Priced (NSP). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5014 CPFF			Lot		NTE
OPTION	Engineering Services Engineering support services to be provided for CBSP systems. In accordance with SOW paragraphs 5.4, 6.2, and 7.1. Level of Effort engineering support services. See Note 5. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5015 CPFF			Lot		NTE
OPTION	Engineering Services Engineering support services to be provided for CBSP systems. In accordance with SOW paragraphs 5.4, 6.2, and 7.1. Completion type engineering support services. See Note 5. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5016 FFP		2	Each		
OPTION	Training Training in accordance with SOW paragraphs 5.5 and 6.3. See Note 6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5017 COST			Lot		NTE
OPTION	Other Direct Costs (ODCs) ODCs in support of CLIN 1014 and 1015. ODCs may include travel and other direct costs. ODCs are non-fee bearing. In accordance with SOW paragraphs 5.6, 6.4, and 7.2. Not To Exceed \$45,000. See Note 7. FOB: Destination				
	ESTIMATED COST				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6001 FFP			Lot		
OPTION	<p>ULV Shipboard SCPC/Dynamic Modem System</p> <p>ULV Shipboard SCPC & Dynamic Modem System shall be compliant with Attachment 1 - ULV Baseline Specification and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 6001 can be ordered with any, a combination of, and/or all of the ULV option CLINs 6005-6011 by adding the unit price of CLIN 6005 in ULV Pricing Table 2-1 to the unit price of CLINs 6005-6011 in ULV Pricing Tables 3-1 through 3-7.</p> <p>For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 through 3-7. See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6002 FFP			Lot		
OPTION	<p>ULV Shipboard SCPC & Dynamic Modem System with Radar Cross Section (RCS) Kit</p> <p>ULV Shipboard SCPC & Dynamic Modem System with Radar Cross Section (RCS) Kit shall be compliant with Attachment 1 - ULV Baseline Specification, Attachment 2 - ULV Baseline Specification - RCS, and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (2 through 7). CLIN 6002 can be ordered with any, a combination of, and/or all of the ULV option CLINs 6006-6011 by adding the unit price of CLIN 6002 in ULV Pricing Table 2-2 to the unit price of CLINs 6006-6011 in ULV Pricing Tables 3-2 through 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-2 through 3-7.</p> <p>See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6003 FFP			Lot		
OPTION	<p>ULV Dual Antenna SCPC/Dynamic Modem System</p> <p>ULV Dual Antenna SCPC & Dynamic Modem System shall be compliant with Attachment 1 - ULV Baseline Specification, and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 6003 can be ordered with any, a combination of, and/or all of the ULV option CLINs 6005-6011 by adding the unit price of CLIN 6003 in ULV Pricing Table 2-3 to the unit price of CLINs 6005-6011 in ULV Pricing Tables 3-1 through 3-7.</p> <p>For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 through 3-7. See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6004 FFP			Lot		
OPTION	<p>ULV Integrated Ku and X band Terminal</p> <p>ULV Integrated Ku and X band Terminal shall be compliant with Attachment 1 - ULV Baseline Specification and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7). CLIN 6004 can be ordered with any, a combination of, and/or all of the ULV option CLINs 6005-6011 by adding the unit price of CLIN 6004 in ULV Pricing Table 2-4 to the unit price of CLINs 6005-6011 in ULV Pricing Tables 3-1 through 3-7. For information on pricing with relation to ULV option specifications please see ULV Pricing Tables 3-1 through 3-7. See Note 3.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6005 FFP			Lot		
OPTION	<p>Radar Cross Section Reduction and Test</p> <p>Radar Cross Section (RCS) Reduction and Test optional capability shall be compliant with Attachment 2 - ULV Option Specification - RCS Reduction and Test and can be added to any the ULV baseline systems of CLINs 6001, 6003, and 6004. See ULV Pricing Table 3-1.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6006 FFP			Lot		
OPTION	Uninterruptible Power Supply (UPS) Uninterruptible Power Supply (UPS) optional capability shall be compliant with Attachment 3 - ULV Option Specification - UPS and can be added to any the ULV baseline systems of CLINs 6001, 6002, 6003, and 6004. See ULV Pricing Table 3-2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6007 FFP			Lot		
OPTION	Manually Tunable Ku Band Terminal Reject Filter Manually Tunable Ku Band Terminal Reject Filter optional capability shall be compliant with Attachment 4 - ULV Option Specification - Manually Tunable Ku Band Terminal Reject Filter and can be added to any the ULV baseline systems of CLINs 6001, 6002, 6003, and 6004. See ULV Pricing Table 3-3. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6008 FFP			Lot		
OPTION	Addition of Spectrum Analyzer Addition of Spectrum Analyzer optional capability shall be compliant with Attachment 5 - ULV Option Specification - Manually Tunable Ku Band Terminal Reject Filter and can be added to any the ULV baseline systems of CLINs 6001, 6002, 6003, and 6004. See ULV Pricing Table 3-4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6009 FFP			Lot		
OPTION	Addition of Ka Addition of Ka optional capability shall be compliant with Attachment 6 - ULV Option Specification - Addition of Ka and can be added to any the ULV baseline systems of CLINs 6001, 6002, 6003, and 6004. See ULV Pricing Table 3-5. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6010 FFP			Lot		
OPTION	Dual RF Carriers Addition of Dual RF Carriers optional capability shall be compliant with Attachment 7 - ULV Option Specification - Dual RF Carriers and can be added to any the ULV baseline systems of CLINs 6001, 6002, 6003, and 6004. See ULV Pricing Table 3-6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6011 FFP			Lot		
OPTION	Enhanced Performance Capabilities Enhanced Performance Capabilities option shall be compliant with Attachment 8 - ULV Option Specification - Enhanced Performance Capabilities and can be added to any the ULV baseline systems of CLINs 6001, 6002, 6003, and 6004. See ULV Pricing Table 3-7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6012 FFP			Lot		
OPTION	Provisioning Items Complete Pricing Table 4-7 for defined PIO items, other items To Be Negotiated (TBN). Not to Exceed (NTE) \$1,000,000. See ULV Pricing Table 4-7. See Note 4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6013			Lot		
OPTION	CDRLs Contract Data Requirements List (CDRLs) as described in SOW paragraph 5.3. Not Separately Priced (NSP). FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6014 CPFF			Lot		NTE
OPTION	Engineering Services Engineering support services to be provided for CBSP systems. In accordance with SOW paragraphs 5.4, 6.2, and 7.1. Level of Effort engineering support services. See Note 5. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6015 CPFF			Lot		NTE
OPTION	Engineering Services Engineering support services to be provided for CBSP systems. In accordance with SOW paragraphs 5.4, 6.2, and 7.1. Completion type engineering support services. See Note 5. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6016 FFP		2	Each		
OPTION	Training Training in accordance with SOW paragraphs 5.5 and 6.3. See Note 6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6017 COST			Lot		NTE
OPTION	Other Direct Costs (ODCs) ODCs in support of CLIN 6014 and 6015. ODCs may include travel and other direct costs. ODCs are non-fee bearing. In accordance with SOW paragraphs 5.6, 6.4, and 7.2. Not To Exceed \$45,000. See Note 7. FOB: Destination				
ESTIMATED COST					

NOTES

- Option **CLINs 0001** is a firm fixed priced (FFP) CLIN for ULV Shipboard SCPC & Dynamic Modem System that can satisfy US Navy environmental, developmental, and operational testing (Attachment 1 - Baseline Performance Specification)
- Option **CLIN 0002** is a firm fixed priced (FFP) CLIN for a Radar Cross Section (RCS) kit that can satisfy US Navy testing requirements (Attachment 2 – Radar Cross Section and Test). An RCS kit must be certified by NAVSEA 05 prior to the exercising any of the option CLINs containing an RCS kit.
- Option **CLINs 0003-0006, 1001-1004, 2001-2004, 3001-3004, 4001-4004, 5001-5004, and 6001-6004**, if exercised, are firm fixed priced (FFP) CLINs for ULV production systems (Attachment 1 - Baseline Performance Specification), and can also be ordered to be compliant with any, a combination of, and/or all of the ULV Option Specifications (1 through 7) by adding the unit price of an upgrade Option CLIN 0007-0013, 1005-1011, 2005-2011, 3005-3011, 4005-4011, 5005-5011, or 6005-6011. Unit pricing of any of the upgrades is based on the combination of the prices listed in the ULV Pricing Tables. The Pricing Tables are additive.

For Example, the unit price for a procurement during Option Year-2 for three (3) ULV Dynamic Shipboard Systems each with a UPS upgrade and a Spectrum Analyzer Upgrade would be the combination of the unit prices from (Table 3-1, Option Year-2, Qty 3) + (Table 4-2, Option Year-2, Qty 3) + (Table 4-4, Option Year-3, Qty3).

Contractor shall insert a unit price in every ULV Pricing Table for each quantity listed.

- Option **CLINs 0014, 1012, 2012, 3012, 4012, 5012 and 6012**, if exercised, are for provisioning items with Not-to-Exceed (NTE) ceilings. These items 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.
- Option **CLINs 0016, 0017, 1014, 1015, 2014, 2015, 3014, 3015, 4014, 4015, 5014, 5015, 6014, and 6015**, if exercised, are cost plus fixed fee (CPFF) line items for engineering services with a fixed fee Not to Exceed (NTE) 7%. Offerors may propose a lower fee. 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 for engineering services are outlined in SOW paragraphs 5.4, 6.2, and 7.1. Award of the TDLs will in accordance with the Governments requirements. Under the extended price column, the contractor shall provide total estimated cost plus fixed fee using the labor categories and estimated hours provided in Section L of the RFP.

6. Option **CLINs 0018, 1016, 2016, 3016, 4016, 5016, and 6016**, if exercised, are firm fixed priced (FFP) CLINs for Training as described in SOW paragraph 6.3.

7. Option **CLINs 0019, 1017, 2017, 3017, 4017, 5017, and 6017**, 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.

ULV PRICING TABLES

ULV Pricing Tables

The Offeror shall fill in the below pricing tables, please follow the pricing instructions to the detail.

CLIN 0001 - ULV Shipboard SCPC & Dynamic Modem System requiring U.S. Navy Developmental and Operational Testing

Instructions: The Offeror shall fill in the below pricing table for a ULV Shipboard SCPC & Dynamic Modem System that can satisfy formal U.S. Navy Developmental and Operational Testing requirements.

Table 1-1 (CLIN 0001) Firm Fixed Pricing Table ULV Shipboard SCPC & Dynamic Modem System (Specification Baseline)	
Qty	Base
1	
2	

CLINs 0003, 1001, 2001, 3001, 4001, 5001 and 6001 - ULV Shipboard SCPC & Dynamic Modem System

Instructions: The Offeror shall fill in the below pricing table for a ULV Shipboard SCPC & Dynamic Modem System compliant with the requirements outlined in the ULV Baseline Performance Specification (solicitation Attachment 1) (to include all components).

Table 2-1 (CLINs 0003, 1001, 2001, 3001, 4001, 5001, 6001) Firm Fixed Pricing Table ULV Shipboard SCPC & Dynamic Modem System (Specification Baseline)							
Qty	Base Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6
1							
2							
3							
4							

5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

CLINs 0004, 1002, 2002, 3002, 4002, 5002 and 6002 – ULV Shipboard SCPC & Dynamic Modem System with RCS Kit

Instructions: The Offeror shall fill in the below pricing table for a ULV Shipboard SCPC & Dynamic Modem System with RCS Kit compliant with the requirements outlined in the ULV Baseline Performance Specification (solicitation Attachment 1) (to include all components).

Table 2-2 (CLINs 0004, 1002, 2002, 3002, 4002, 5002, 6002)							
Firm Fixed Pricing Table							
ULV Shipboard SCPC & Dynamic Modem System with RCS Kit (Specification Baseline)							
Qty	Base period	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

15							
16							
17							
18							
19							
20							

CLINs 0005, 1003, 2003, 3003, 4003, 5003 and 6003 – ULV Dual Antenna SCPC & Dynamic Modem System

Instructions: The Offeror shall fill in the below pricing table for a ULV Dual Antenna SCPC & Dynamic Modem System compliant with the requirements outlined in the ULV Baseline Performance Specification (solicitation Attachment 1) (to include all components).

Table 2-3 (CLINs 0005, 1003, 2003, 3003, 4003, 5003, 6003)							
Firm Fixed Pricing Table							
ULV Dual Antenna SCPC & Dynamic Modem System (Specification Baseline)							
Qty	Base Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

CLINs 0006, 1004, 2004, 3004, 4004, 5004 and 6004 – ULV Integrated Ku and X Band Terminal

Instructions: The Offeror shall fill in the below pricing table for a ULV Ku and X Band Terminal that is compliant with the requirements outlined in the ULV Baseline Performance Specification (solicitation Attachment 1) (to include all components).

Table 2-4 (CLINs 0006, 1004, 2004, 3004, 4004, 5004, 6004)
 Firm Fixed Pricing Table
 ULV Integrated Ku and X Band Terminal (**Specification Baseline**)

Qty	Base Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

ULV Baseline Terminal Upgrade Capabilities

Instructions: The Offeror shall also price the ULV Baseline Upgrade capabilities. These Upgrade capabilities shall be priced as possible additions to the baseline configuration prices in Tables 2-1 through 2-4. The Upgrade capabilities specified in Table 3-1 through 3-7 shall be priced as individual items and shall not contain the price of a system in Tables 2-1 through 2-4. These Upgrade capabilities are captured in the Option Specifications.

CLINs 0007, 1005, 2005, 3005, 4005, 5005, 6005 –RCS Upgrade Capability

Instructions: The Offeror shall price the Radar Cross Section (RCS) Upgrade capability. The RCS Upgrade capability shall be priced as possible additions to the baseline configuration prices in Tables 2-1 through 2-4. The RCS Upgrades specified in Table 3-1 shall be priced as individual items and shall not contain the price of a system in Tables 2-1 through 2-4. The RCS Upgrade capability is captured in solicitation Attachment 2 CBSP ULV option specification, RCS Reduction and Test.

Table 3-1 (CLINs 0007, 1005, 2005, 3005, 4005, 5005, 6005)
 Firm Fixed Pricing Table
RCS Upgrade

Qty	Base Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6
1							

2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

CLINs 0008, 1006, 2006, 3006, 4006, 5006, 6006 – UPS Upgrade Capability

Instructions: The Offeror shall price the Uninterruptible Power Supply (UPS) Upgrade capability. The UPS Upgrade capability shall be priced as possible additions to the ULV baseline configuration prices in Tables 2-1 through 2-4. The UPS Upgrade specified in Table 3-2 shall be priced as individual items and shall not contain the price of a system in Tables 2-1 through 2-4. The UPS Upgrade capability is captured in solicitation Attachment 3 CBSP ULV option specification, UPS.

Table 3-2 (CLINs 0008, 1006, 2006, 3006, 4006, 5006 and 6006)
 Firm Fixed Pricing Table
UPS Upgrade

Qty	Base Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

CLINs 0009, 1007, 2007, 3007, 4007, 5007, 6007 – Manually Tunable Ku Band Terminal Reject Filter Upgrade Capability

Instructions: The Offeror shall price the Manually Tunable Ku Band Terminal Reject Filter Upgrade capability. The Manually Tunable Ku Filter Upgrade capability shall be priced as possible additions to the baseline configuration prices in tables 2-1 through 2-4. The Manually Tunable Ku Filter Upgrade specified in Table 3-3 shall be priced as individual items and shall not contain the price of a system in Tables 2-1 through 2-4. The Manually Tunable Ku Band Filter Upgrade capability is captured in solicitation Attachment 4 CBSP ULV option specification, Manually Tunable Ku Band Terminal Reject Filter.

Table 3-3 (CLINs 0009, 1007, 2007, 3007, 4007, 5007, 6007)							
Firm Fixed Pricing Table							
Manually Tunable Ku Band Terminal Rejection Filter Upgrade							
Qty	Base Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							

19							
20							

CLINs 0010, 1008, 2008, 3008, 4008, 5008, 6008 –Spectrum Analyzer Upgrade Capability

Instructions: The Offeror shall price the Spectrum Analyzer Upgrade capability. The Spectrum Analyzer Upgrade capability shall be priced as possible additions to the baseline configuration prices in Tables 2-1 through 2-4. The Spectrum Analyzer Upgrade specified in Table 3-4 shall be priced as individual items and shall not contain the price of a system in Tables 2-1 through 2-4. The Spectrum Analyzer Upgrade capability is captured in solicitation Attachment 5 CBSP ULV option specification, Spectrum Analyzer.

Table 3-4 (CLINs 0010, 1008, 2008, 3008, 4008, 5008, 6008)
 Firm Fixed Pricing Table
Spectrum Analyzer Upgrade

Qty	Base Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

CLINs 0011, 1009, 2009, 3009, 4009, 5009, 6009 – Ka Band Upgrade Capability

Instructions: The Offeror shall price the Ka Band Upgrade capability. The Ka Band Upgrade capability shall be priced as possible additions to the baseline configuration prices in Tables 2-1 through 2-4. The Ka Band Upgrade specified in Table 3-5 shall be priced as individual items and shall not contain the price of a system in Tables 2-1 through 2-4. The Ka Band Upgrade capability is captured in solicitation Attachment 6 CBSP ULV option specification, Addition of Ka Band.

Table 3-5 (CLINs 0011, 1009, 2009, 3009, 4009, 5009, 6009)
 Firm Fixed Pricing Table
Ka-Band Upgrade

Qty	Base Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

CLINs 0012, 1010, 2010, 3010, 4010, 5010, 6010 –Dual RF Carriers Upgrade Capability

Instructions: The Offeror shall price the Dual RF Carriers Upgrade capability. The Dual RF Carriers Upgrade capability shall be priced as possible additions to the baseline configuration prices in Tables 2-1 through 2-4. The Dual RF Carriers Upgrade specified in Table 3-6 shall be priced as individual items and shall not contain the price of a system in Tables 2-1 through 2-4. The Dual RF Carriers Upgrade capability is captured in solicitation Attachment 7 CBSP ULV option specification, Dual RF Carriers.

Table 3-6 (CLINs 0012, 1010, 2010, 3010, 4010, 5010, 6010)
 Firm Fixed Pricing Table
Dual RF Carriers Upgrade

Qty	Base Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6
1							
2							
3							
4							
5							

6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

CLINs 0013, 1011, 2011, 3011, 4011, 5011, 6011 –Enhanced Performance Upgrade Capability

Instructions: The Offeror shall price the Enhanced Performance Upgrade capability. The Enhanced Performance Upgrade capability shall be priced as possible additions to the baseline configuration prices in Tables 2-1 through 2-4. The Enhanced Performance Upgrade specified in Table 3-7 shall be priced as individual items and shall not contain the price of a system in Tables 2-1 through 2-4. The Enhanced Performance Upgrade capability is captured in solicitation Attachment 8 CBSP ULV option specification, Enhanced Performance.

Table 3-7 (CLINs 0013, 1011, 2011, 3011, 4011, 5011, 6011)

Firm Fixed Pricing Table

Enhanced Performance Upgrade

Qty	Base Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

15							
16							
17							
18							
19							
20							

CLINs 0014, 1012, 2012, 3012, 4012, 5012 and 6012 – Provisioning Item Ordering (PIO)

Instructions: The Offeror shall fill in pricing tables 4-1 through 4-7 for the listed PIO items. Prices for each PIO item shall correspond to the predefined pricing ranges stipulated in the pricing tables.

These tables do not exclude the Government from asking for PIO proposal(s) for additional items after award of the contract.

Table 4-1 Defined ULV PIO Items (CLIN 0014) Firm Fixed Pricing Table Base Period (24 months after contract award)						
PIO Item	Unit Pricing by Quantity					
	1	2-5	6-10	11-15	16-20	21-25
ULV Shipboard SCPC Modem						
Shore SCPC Modem						
Dynamic Shipboard Modem						
Dynamic Shore Modem						
Military Ka Band Kit						
Radar Cross Section (RCS) Kit						

Table 4-2 Defined ULV PIO Items (CLIN 1012) Firm Fixed Pricing Table Option Year 1 (12 month from award of CLIN 1001 thru 1017)						
PIO Item	Unit Pricing by Quantity					
	1	2-5	6-10	11-15	16-20	21-25
ULV Shipboard SCPC Modem						
Shore SCPC Modem						
Dynamic Shipboard Modem						
Dynamic Shore Modem						
Military Ka Band Kit						

Radar Cross Section (RCS) Kit						
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Table 4-3 Defined ULV PIO Items (CLIN 2012) Firm Fixed Pricing Table Option Year 2 (12 month from award of CLIN 2001 thru 2017)						
PIO Item	Unit Pricing by Quantity					
	1	2-5	6-10	11-15	16-20	21-25
ULV Shipboard SCPC Modem						
Shore SCPC Modem						
Dynamic Shipboard Modem						
Dynamic Shore Modem						
Military Ka Band Kit						
Radar Cross Section (RCS) Kit						

Table 4-4 Defined ULV PIO Items (CLIN 3012) Firm Fixed Pricing Table Option Year 3 (12 month from award of CLIN 3001 thru 3017)						
PIO Item	Unit Pricing by Quantity					
	1	2-5	6-10	11-15	16-20	21-25
ULV Shipboard SCPC Modem						
Shore SCPC Modem						
Dynamic Shipboard Modem						
Dynamic Shore Modem						
Military Ka Band Kit						
Radar Cross Section (RCS) Kit						

Table 4-5 Defined ULV PIO Items (CLIN 4012) Firm Fixed Pricing Table Option Year 4 (12 month from award of CLIN 4001 thru 4017)						
PIO Item	Unit Pricing by Quantity					
	1	2-5	6-10	11-15	16-20	21-25
ULV Shipboard SCPC Modem						
Shore SCPC Modem						

Dynamic Shipboard Modem						
Dynamic Shore Modem						
Military Ka Band Kit						
Radar Cross Section (RCS) Kit						

Table 4-6 Defined ULV PIO Items (CLIN 5012) Firm Fixed Pricing Table Option Year 5 (12 month from award of CLIN 5001 thru 5017)						
PIO Item	Unit Pricing by Quantity					
	1	2-5	6-10	11-15	16-20	21-25
ULV Shipboard SCPC Modem						
Shore SCPC Modem						
Dynamic Shipboard Modem						
Dynamic Shore Modem						
Military Ka Band Kit						
Radar Cross Section (RCS) Kit						

Table 4-7 Defined ULV PIO Items (CLIN 6012) Firm Fixed Pricing Table Option Year 6 (12 month from award of CLIN 6001 thru 6017)						
PIO Item	Unit Pricing by Quantity					
	1	2-5	6-10	11-15	16-20	21-25
ULV Shipboard SCPC Modem						
Shore SCPC Modem						
Dynamic Shipboard Modem						
Dynamic Shore Modem						
Military Ka Band Kit						
Radar Cross Section (RCS) Kit						

DATA RIGHTS
TECHNICAL DATA RIGHTS

This table identifies the prices for which the U.S. Government may acquire rights for itself to all CBSP ULV development and production technical data, noncommercial computer software, and computer software documentation applied or created during performance of this contract. If any of the technical data or computer software listed below is updated after the partial exercise of the options associated with that technical data or computer software, the Contractor shall deliver the rights to the updated technical data or computer software at no additional cost to the Government. The following symbol (“-”) indicates the U.S. Government is not entitled to purchase the technical data/computer software rights for itself associated with that CDRL. A \$0 (zero) indicates that the rights associated with that CDRL are available to the U.S. Government at no cost.

CBSP ULV DATA RIGHTS TABLE

<u>CDRL</u>	<u>Description</u>	<u>Rights Classification</u>	<u>Price</u>
A001	Commercial Drawing Package		
A002	Production Drawing Package		
A003	Frequency Allocation Data		
A004	Contractor’s Progress, Status, and Management Report		
A005	Report, Record of Meeting / Minutes		
A006	Configuration Baseline Report		
A007	Request for Deviation (RFD)		
A008	Request for Waiver (RFW)		
A009	Level of Repair Analysis (LORA)		
A010	Repair and Overhaul Actions Report		
A011	Interactive Computer Aided Provisioning System Data File Exchange		
A012	Supplemental Data for Provisioning		
A013	Engineering Change Proposal (ECP)		
A014	Train the Trainer Curriculum		
A015	Technical Manuals		
A016	Software Test Data		
A017	CBSP ULV Source Code		
A018	Safety Assessment Report		
A019	Hazardous Materials Management Report		
A020	Failure Modes and Effect Analysis Study		
A021	Performance Readiness Test Results		
A022	Terminal Test Report		
A023	Verification Test Plans/Procedures		
A024	Verification Test Results Report		
A025	Acceptance Test Plan		
A026	Acceptance Test Procedures		
A027	Acceptance Test Report		
A028	Field Support Services Report		
A029	Warranty Tracking and Administration for Serialized Items		

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5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989) (Applicable to CLINs 0017, 1015, 2015, 3015, 4015 5015, and 6015 if exercised)*

FIXED FEE: \$(See Table Below). The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to **7%** of the amounts invoiced by the Contractor under the “Allowable Cost and Payment” clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the “Fixed Fee” clause. In the event of discontinuance of the work in accordance with clause of this contract entitled “Limitation of Funds,” the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

CLIN	FIXED FEE
0017	
1015	
2015	
3015	
4015	
5015	
6015	
TOTAL	

* The requirement of this clause will be implemented at the TDL level.

(End of clause)

5252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003) (Applicable to CLINs 0016, 1014, 2014, 3014, 4014, 5014, and 6014 if exercised)

The fixed fee ceiling for each CLIN for work performed under this contract is **See Table Below**. Staff hours of direct labor from this ceiling will be assigned as specified on a TDL by TDL basis. If less than ___ staff-hours of direct labor are so employed on such work by the Contractor, the fixed fee for the TDL shall be equitably reduced to reflect the reduction of work as detailed in Clause entitled LEVEL OF EFFORT – FEE ADJUSTMENT FORMULA. 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 **7%** percent of the amounts invoiced by the Contractor under the “Allowable Cost and Payment” clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the “Fixed Fee” clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, upon completion and closure of each TDL.

CLIN	Fixed Fee	Staff Hours	Fixed Fee %
------	-----------	-------------	-------------

0016			
1014			
2014			
3014			
4014			
5014			
6014			

(End of clause)

5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)
(Applicable to CLINs 0016, 1014, 2014, 3014, 4014, 5014, and 6014 if exercised)

(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 number of staff-hours of direct labor specified in each Technical Direction Letter (TDL), hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

<u>CLIN</u>	<u>Contract Ceiling Staff Hours</u>	<u>Total Staff-hours of Direct Labor (X) per TDL</u>
0016	TBD	As specified on each TDL
1014	TBD	As specified on each TDL
2014	TBD	As specified on each TDL
3014	TBD	As specified on each TDL
4014	TBD	As specified on each TDL
5014	TBD	As specified on each TDL
6014	TBD	As specified on each TDL

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 and as specified within each Technical Direction Letter. 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. The contract ceiling established above for the total number of staff hours per CLIN shall not be exceeded without a bilateral modification to the contract.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that all 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 unless overtime hours incurred are related to ship availability or similar conditions of which the contractor has no control.

(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 Technical Direction Letter (TDL), with regard to the expenditure of labor staff-hours and/or costs there under 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 the TDL.
- (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, performance shall not extend one (1) year beyond issuance of TDL. 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 the TDL.
- (3) 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.
- (4) 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 Technical Direction Letter hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office:

- (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 TDL 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>ALLOTTED TO FIXED FEE</u>
_____	\$ _____

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

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

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

(End of clause)

Section C - Descriptions and Specifications

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5252.204-9200 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 10 involves access to and handling of classified material up to and including CONFIDENTIAL.

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 ULV DD Form 254, Attachment 10.

(End of clause)

5252.211-9202 COMPLIANCE WITH SPECIFICATIONS (MAR 1999)

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

(End of clause)

Section D - Packaging and Marking

See SOW Sections 10.1 – 10.4.

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
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

INSPECTION AND ACCEPTANCE TERMS

(a) Supplies/services will be inspected/accepted at:

<u>CLIN</u>	<u>INSPECT AT</u>	<u>INSPECT BY</u>	<u>ACCEPT AT</u>	<u>ACCEPT BY</u>
0001, 0003-0013 1001-1011, 2001-2011, 3001-3011, 4001-4011, 5001-5011, 6001-6011	Origin, Contractor's Facility	Government – DCMA	Origin, Contractor's Facility	Government – DCMA
0002, 0014, 1012, 2012, 3012, 4012, 5012, 6012 0015, 1013, 2013, 3013, 4013, 5013, 6013 0016, 1014, 2014, 3014, 4014, 5014, 6014 0017, 1015, 2015, 3015, 4015, 5015, 6015 0018, 1016, 2016, 3016, 4016, 5016, 6016 0019, 1017, 2017, 3017, 4017, 5017, 6017	Destination	Government – PMW 170	Destination	Government – PMW 170

Final acceptance of CLINs 0001-0013, 1001-1011, 2001-2011, 3001-3011, 4001-4011, 5001-5011, and 6001-6011 is subject to the specification criteria stated in Attachments 1-8.

(b) When off-the-shelf items (items already produced) are presented by the contractor, the Government inspector is authorized to limit inspection to those procurement quality assurance (PQA) actions that can be performed.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
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

PERIOD OF PERFORMANCE

<u>ITEMS</u>	<u>PERIOD OF PERFORMANCE</u>
0001 thru 0019	28 June 2013 through 27 June 2015

OPTION ITEMS

1001 thru 1017	28 June 2015 through 27 June 2016
2001 thru 2017	28 June 2016 through 27 June 2017
3001 thru 3017	28 June 2017 through 27 June 2018
4001 thru 4017	28 June 2018 through 27 June 2019
5001 thru 5017	28 June 2019 through 27 June 2020
6001 thru 6017	28 June 2020 through 27 June 2021

DELIVERY SCHEDULE

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

REQUIRED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	DELIVERY SCHEDULE
0001	See Section B	180 days after option exercise
0002	See Section B	180 days after option exercise
0003-0013, 1001-1011, 2001-2011, 3001-3011, 4001-4011, 5001-5011, 6001-6011	See Section B	Minimum of five (5) each per month commencing 90 days after the date of the option exercise modification until complete unless the option exercise contains the addition of at least one of the upgrade capabilities for the first time. The first time an upgrade capability (or combination of

		upgrade capabilities) is added to a CBSP ULV System, as a standalone addition or as a combination of upgrades, delivery shall be a minimum of five (5) each per month commencing 180 days after the date of the option exercise modification until complete
0014, 1012, 2012, 3012, 4012, 5012, 6012 0016, 1014, 2014, 3014, 4014, 5014, 6014 0017, 1015, 2015, 3015, 4015, 5015, 6015 0018, 1016, 2016, 3016, 4016, 5016, 6016 0019, 1017, 2017, 3017, 4017, 5017, 6017	See Section B	To be identified in respective option exercise modification
0015, 1013, 2013, 3013, 4013, 5013, 6013	See Section B	IAW CDRLs

Destinations for delivery are set forth below:

ITEM DESTINATION QUANTITY

SEE SCHEDULE

Places of Delivery:

SPAWARSYSCEN ST JULIENS CREEK
RECEIVING DEPT
BLDG 59
MAGAZINE RD
PORTSMOUTH, VA 23702
ATTN: (CODE/NAME)

Or:

RECEIVING OFFICER
SPAWARSYSCEN, SAN DIEGO
4297 PACIFIC HWY, BLDG 7
ATTN: (CODE/NAME)
SAN DIEGO CA 92110-3215

Note (1): The destination for item(s) shall be specified by the Program Executive Officer - Command, Control, Communications, Computers, Intelligence and Space (PEO-C4I), PMW 170, upon written request by the Contractor, or at least 15 days prior to the delivery date.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.204-0007 CONTRACT-WIDE: SEQUENTIAL ACRN ORDER. (SEP 2009)

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

(End of clause)

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)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

Combo

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

See schedule.

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDACTBD	
Issue By DoDAAC	N00039
Admin DoDAAC	TBD
Inspect By DoDAAC	See schedule
Ship To Code	See schedule
Ship From Code	TBD
Mark For Code	See schedule
Service Approver (DoDAAC)	N00039
Service Acceptor (DoDAAC)	N00039
Accept at Other DoDAAC	Not applicable
LPO DoDAAC	Not applicable
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	Not applicable

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit

price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

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

TBD

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

TBD

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

(End of clause)

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

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

CONTRACTING OFFICER REPRESENTATIVE

Name: TBD

Code: PMW 170

Address: 4301 Pacific Highway, San Diego CA, 92110

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)

This is a Firm-Fixed-Price/Cost-Plus-Fixed-Fee contract.

(End of clause)

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

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

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

(619) 553-3001

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

(End of clause)

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

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

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

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

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

(End of clause)

Section H - Special Contract Requirements

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:

<u>ITEMS</u>	<u>OPTION EXERCISE DATE</u>
0001-0019	From date of contract award through 24 months thereafter
1001-1017	From 24 month through 36 months after contract award
2001-2017	From 36 month through 48 months after contract award
3001-3017	From 48 month through 60 months after contract award
4001-4017	From 60 month through 72 months after contract award
5001-5017	From 72 month through 84 months after contract award
6001-6017	From 84 month through 96 months after contract award

(End of clause)

ORDERING PROVISIONING ITEMS**APPLICABLE TO CLINs 0014, 1012, 2012, 3012, 4012, 5012, and 6012**

- (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 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 – Undefined 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 Undefined 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 Undefined 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.

(End of clause)

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

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

(End of clause)

5252.219-9201 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2003)

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns is hereby approved and attached hereto as Attachment 11 and is made a part of this contract.

(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 *SPAWARSYSCEN 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)

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

(a) Definition.

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

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

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

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

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

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

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

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

(End of clause)

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

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

- (1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contract is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States.
- (2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. contractor is engaged, or plans to engage. The purpose for which the data is needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.
- (3) The U.S. contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

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

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

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

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

(End of clause)

5252.228-9201 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)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel

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

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract

- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

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

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

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

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

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

(c) Per Diem

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

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

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

(d) Transportation

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

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

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

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

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

(6) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)

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

(End of clause)

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

- (a) Definition. As used in this clause, “sensitive information” includes:
 - (i) All types and forms of confidential business information, including financial information relating to a contractor’s pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
 - (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
 - (iii) Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;
 - (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).
- (b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include “sensitive information” or other information not previously made available to the public that would be competitively useful on current or future related procurements.
- (c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—
 - (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
 - (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;

- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
- (iv) Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

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

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

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

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the “Contractor Non-Disclosure Agreement,” a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor’s plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

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: Frederick D. Renz

ADDRESS: 4301 Pacific Highway, San Diego CA, 92110

TELEPHONE: 619-524-7184

(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
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2012
52.204-99	System for Award Management Registration	AUG 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.211-5	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
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-21 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
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2011
52.216-8	Fixed Fee	JUN 2011
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011

52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2011) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Deviation)	NOV 2009
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2012
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
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	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	MAY 2012
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	MAY 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	APR 2012
52.232-17	Interest	OCT 2010
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984

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	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-24	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)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	APR 2012
252.204-7000	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
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	JUN 2012
252.219-7004	Small Business Subcontracting Plan (Test Program)	JAN 2011
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.223-7008	Prohibition of Hexavalent Chromium	MAY 2011
252.225-7001	Buy American And Balance Of Payments Program	JUN 2012
252.225-7002	Qualifying Country Sources As Subcontractors	JUN 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JUN 2012
252.225-7012	Preference For Certain Domestic Commodities	JUN 2012
252.225-7013	Duty-Free Entry	JUN 2012

252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2012
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2012
252.227-7015	Technical Data--Commercial Items	DEC 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAR 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7003	Frequency Authorization	DEC 1991
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	NOV 2010
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)	JUN 2012
252.244-7001	Contractor Purchasing System Administration	JUN 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JAN 2007

CLAUSES INCORPORATED BY FULL TEXT

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals

subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

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

(End of clause)

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

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

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

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

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

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

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

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

Fixed-price contracts and subcontracts means--

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

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

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

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

Flexibly-priced contracts and subcontracts means--

- (1) Fixed-price contracts and subcontracts described at FAR 16.203-1(a)(2)16.204, 16.205, and 16.206;
- (2) Cost-reimbursement contracts and subcontracts (FAR Subpart 16.3);
- (3) Incentive contracts and subcontracts where the price may be adjusted based on actual costs incurred (FAR Subpart 16.4);
- (4) Orders issued under indefinite-delivery contracts and subcontracts where final payment is based on actual costs incurred (FAR Subpart 16.5); and
- (5) The materials portion of time-and-materials contracts and subcontracts (FAR Subpart 16.6).

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

- (1) Comply with applicable CAS; or
- (2) Consistently follow disclosed or established cost accounting practices.

Required change means--

- (1) A change in cost accounting practice that a Contractor is required to make in order to comply with applicable Standards, modifications or interpretations thereto, that subsequently become applicable to existing CAS-covered contracts or subcontracts due to the receipt of another CAS-covered contract or subcontract; or
- (2) A prospective change to a disclosed or established cost accounting practice when the CFAO determines that the former practice was in compliance with applicable CAS and the change is necessary for the Contractor to remain in compliance.

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

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

- (1) When a description has been submitted for a change in cost accounting practice that is dependent on a contract award and that contract is subsequently awarded, notify the CFAO within 15 days after such award.
- (2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR 52.230-2; or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the clause at FAR 52.230-5; submit a description of the change to the CFAO not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change.
- (3) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2 and FAR 52.230-5; or with paragraph (a)(3) of the clauses at FAR 52.230-3 and FAR 52.230-4, submit a description of the change not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change. If the change includes a proposed retroactive date submit supporting rationale.

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

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

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

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

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

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

or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and

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

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

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

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

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

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

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

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

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

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

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

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Agree to--

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

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

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

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

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

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

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

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

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

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

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

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

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

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

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

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

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

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

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

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

TBD

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TBD

(End of clause)

52.246-19 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 (1) 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 **90 days after discovery of the defect**. 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 **30 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):

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any DoD Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7004 Display of 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)

252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)

(a) Definition. Export-controlled items, as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes:

(1) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR part 120.

(2) Items, defined in the EAR as "commodities, software, and technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for Contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to--

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(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)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

“Nomenclature” means—

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

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

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

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

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

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

``Supply condition code" means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel (see <http://www.dtic.mil/whs/directives/corres/pdf/400025m.pdf>).

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

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

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

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

(2) Beginning January 1, 2014, report—

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

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

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

(1) Contractor-acquired property;

(2) Property under any statutory leasing authority;

(3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(4) Intellectual property or software;

(5) Real property; or

(6) Property released for work in process.

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

(1) Received/Sent (shipped) date.

- (2) Status code.
- (3) Accountable Government contract number.
- (4) Commercial and Government Entity (CAGE) code on the accountable Government contract.
- (5) Mark record.
 - (i) Bagged or tagged code (for items too small to individually tag or mark).
 - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
 - (iii) Effective date (date the mark is applied).
 - (iv) Added or removed code/flag.
 - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
 - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
 - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
 - (viii) Value, e.g., actual text or data string that is recorded in its human-readable form.
 - (ix) Set (used to group marks when multiple sets exist).
- (6) Appropriate supply condition code, required only for reporting of repairables, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (<http://www.dtic.mil/whs/directives/corres/pdf/400025m.pdf>).
- (e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.
- (f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.
- (g) Procedures for updating the IUID Registry.
 - (1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://bpn.gov/iuid> for changes in status, mark, custody, condition code (for repairables only), or disposition of items that are—
 - (i) Received by the Contractor;
 - (ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

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

(iv) Disposed of; or

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

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

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

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

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

(End of clause)

252.225-7047 EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT (MAY 2012)

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

Approved Community means the U.S. Government, U.S. entities that are registered and eligible exporters, and certain government and industry facilities in the United Kingdom that are approved and listed by the U.S. Government.

Defense articles means articles, services, and related technical data, including software, in tangible or intangible form, listed on the United States Munitions List of the International Traffic in Arms Regulations (ITAR), as modified or amended.

Export means the initial movement of defense articles from the United States Community to the United Kingdom Community.

Implementing Arrangement means the Implementing Arrangement Pursuant to the Treaty between the Government of the United States of America and the government of the United Kingdom of Great Britain and Northern Ireland Concerning Defense Trade Cooperation signed on February 14, 2008.

Qualifying defense articles means defense articles that are not exempt from the scope of the Treaty as defined in 22 CFR 126.17(g).

Transfer means the movement of previously exported defense articles within the Approved Community.

Treaty means the Treaty between the Government of the United States of America and the government of the United Kingdom of Great Britain and Northern Ireland Concerning Defense Trade Cooperation signed at Washington and London on June 21 and 26, 2007.

United Kingdom Community member means a United Kingdom government authority or nongovernmental entity or facility on the United Kingdom Community list accessible at <http://pmdrtc.state.gov>.

United States Community means--

(1) Departments and agencies of the U.S. Government, including their personnel, with, as appropriate, security accreditation and a need-to-know; and

(2) Nongovernmental U.S. entities registered with the Department of State and eligible to export defense articles under U.S. law and regulation, including their employees, with, as appropriate, security accreditation and a need-to-know.

U.S. DoD Treaty-eligible requirements means any defense article acquired by DoD for use in a combined military or counterterrorism operation, cooperative research, development, production, or support program, or DoD end use, as described in Article 3 of the Treaty and Sections 2 and 3 of the Implementing Arrangement.

(b) All contract line items in this contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles exempt from Treaty eligibility will be identified in those contract line items that are otherwise Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:

[Enter Contract Line Item Number(s) or enter ``None"]

(c) Subject to the other terms and conditions of this contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the Treaty for exports or transfers of qualifying defense articles in performance of the contract.

(d) Any conduct by the Contractor that falls outside the scope of the Treaty, the Implementing Arrangement, and 22 CFR 126.17(g) is subject to all applicable ITAR requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR, including, but not limited to, regulations issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives found at 27 CFR Parts 447, 478, and 479, which are unaffected by the Treaty.

(e) If the Contractor is an Approved Community member, the Contractor agrees that--

(1) The Contractor shall comply with the requirements of the Treaty, the Implementing Arrangement, the ITAR, and corresponding regulations of the U.S. Government and the government of the United Kingdom; and

(2) Prior to the export or transfer of a qualifying defense article, the Contractor--

(i) Shall mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the Treaty, the Implementing Arrangement, and corresponding United States Government and the government of the United Kingdom regulations including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Shall comply with the re-transfer or re-export provisions of the Treaty, this Implementing Arrangement, and corresponding United States Government and the government of the United Kingdom regulations, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Shall acknowledge that any conduct that falls outside or in violation of the Treaty, Implementing Arrangement, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of the United Kingdom and the United States Government, including any criminal, civil, and administrative penalties or sanctions contained therein.

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may require exports or transfers of qualifying defense articles in connection with deliveries under the contract.

(End of clause)

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(JUNE 2012)**

(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.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(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 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;

(2) 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);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Government wide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(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)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012)

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

(1) Demilitarization means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) Export-controlled items means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes--

(i) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) Items, defined in the EAR as ``commodities," ``software," and ``technology," terms that are also defined in the EAR, 15 CFR 772.1.

(3) Ineligible transferees means individuals, entities, or countries--

(i) Excluded from Federal programs by the General Services Administration as identified in the Excluded Parties Listing System (EPLS) (<https://www.epls.gov/>);

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders

administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) Scrap means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not ``scrap."

(5) Serviceable or usable property means property with potential for reutilization or sale "as is" or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dema.mil/ITCSO/CBT/PCARSS/index.cfm>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2 of DoD 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at http://www.DLA.Mil/J-6/DLMISO/Elibrary/Manuals/Milstrap/AP2_Index.asp.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be--

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-

Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

“The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.”

(j) Restrictions on purchase or retention of Contractor inventory. (1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person--

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Reporting of data for warranty tracking and administration. The Contractor shall provide all information required by Attachment 13, Warranty Tracking Information on each contract line item number, subline item number, or exhibit line item number for warranted items. The Contractor shall provide all information required by Attachment 13, Warranty Repair Source Instructions, prior to, but not later than when the warranted items are presented for receipt and/or acceptance. The "Warranty Item Unique Item Identifier" data category may also be completed in conjunction with Attachment 13, Warranty Repair Source Instructions. Information required in the warranty attachment shall include such information as duration, enterprise, enterprise identifier, first use, fixed expiration, installation, issuing agency, item type, starting event, serialized item, unique item identifier, usage, warranty administrator, warranty guarantor, warranty repair source, and warranty tracking. The Contractor shall submit the data for warranty tracking to the Contracting Officer with a copy to the requiring activity and the Contracting Officer Representative.

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

(End of clause)

252.247-7023 Transportation of Supplies by Sea (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)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address: **TBD.**

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF DOCUMENTS, EXHIBITS

- Attachment 1 - CBSP ULV Baseline Performance Specification, dated 31 January 2013
 - Attachment 2 - CBSP ULV Option Specification – Radar Cross Section (RCS) Reduction and Test, dated 31 January 2013
 - Attachment 3 - CBSP ULV Option Specification – Uninterruptible Power Supply (UPS), dated 31 January 2013
 - Attachment 4 - CBSP ULV Option – Manually Tunable Ku Band Terminal Reject Filter, dated 31 January 2013
 - Attachment 5 - CBSP ULV Option – Addition of Spectrum Analyzer, dated 31 January 2013
 - Attachment 6 - CBSP ULV Option – Addition of Ka, dated 31 January 2013
 - Attachment 7 - CBSP ULV Option – Dual RF Carriers, dated 31 January 2013
 - Attachment 8 - CBSP ULV Option – Enhanced Performance Capabilities, dated 31 January 2013
 - Attachment 9 - CBSP ULV Statement of Work (SOW), dated 27 November 2012
 - Attachment 10 - CBSP ULV DD FORM 254, Contract Security Classification Specification, dated 15 Oct 2012
 - Attachment 11 - CBSP ULV Small Business Subcontracting Plan
 - Attachment 12 - Relevant Experience Form
 - Attachment 13 – Instructions for Electronic Submission of Warranty Tracking and Administration Information for Serialized Items
 - Attachment 14 - Scheduled Government Furnished Property (GFP) Form
- Exhibit A – CBSP ULV Contract Data Requirements List (CDRLs)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	NOV 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

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

(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, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.223-5, 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, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

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

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

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

(Contracting Officer check as appropriate.)

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

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

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

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

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

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

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

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

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

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

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

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 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)

52.225-18 PLACE OF MANUFACTURE (SEP 2006)

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

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

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

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

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

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

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

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

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

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

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES NO

(End of provision)

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

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

Yes No

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

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

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

(End of provision)

52.247-53 FREIGHT CLASSIFICATION DESCRIPTION (APR 1984)

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS

_____.

(End of provision)

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

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

(d)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

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

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

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

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

(ii) 252.225-7000, Buy American--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--Free Trade Agreements--Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

____ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online representations and Certifications Application (ORCA) Web site at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE--SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)

(a) Definitions. Commercial derivative military article, commercially available off-the-shelf item, produce, required form, and specialty metal, as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of--

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(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	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting	Restrictions ****
With 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)

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

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

(End of provision)

K-307 CONTRACT ADMINISTRATION OFFICE (DEC 1999)

Offeror shall provide cognizant defense contract administration office _____ with point of contact's name _____ and phone number _____.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) - Alternate I	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.219-24	Small Disadvantaged Business Participation Program--Targets	OCT 2000
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
252.215-7008	Only One Offer	JUN 2012

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.

(End of provision)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)—ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) In accordance with FAR 15.403-3(b), the offeror shall submit the information described in provision L-317, Submission of Proposals (Complex), paragraph 5.0. This information is required to assist the Contracting Officer in determining the cost realism of competing offers. The terms “cost realism” and “Information other than cost or pricing data” are defined in FAR 15.401.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed-Price (FFP)/Cost Plus Fixed Fee (CPFF) contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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:

Frederick Renz
Contracting Officer
Space and Naval Warfare Systems Command
4301 Pacific Highway
San Diego, CA 92110-3117
Telephone (619) 524-7184
E-Mail: frederick.renz@navy.mil

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

(End of provision)

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

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

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

(End of provision)

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

The specifications cited in this solicitation are not available for distribution but may be examined at the following location: CBSP ULV on the NESI collaboration website. To request access to this secured website, each company must sign and return the Non-Disclosure Agreement (NDA) and the DD Form 2345 posted on the e-commerce site entitled, "Bidder's Repository NDA" and provide the e-mail address and phone number for each requested user to Kenneth Nickel at kenneth.nickel@navy.mil. Each company may request access for up to two representatives. Each user is required to be a U.S. DoD contractor and have a valid DoD or ECA issued PKI certificate to gain access to the website. If an offeror is a U.S. DoD contractor and does not have a valid DoD or ECA-issued PKI certificate, contact Kenneth Nickel at (619) 524-7178 for further instruction. The Government will provide instructions on how to access the secured site to the approved company representatives after their NDAs are received.

(End of provision)

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

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

(b) Reporting of data for warranty tracking and administration. The offeror shall provide the information required by Attachment 13, Warranty Tracking Information, (indicated by a single asterisk (*)), on each contract line item number, subline item number, or exhibit line item number for warranted items. The offeror shall provide all information required by Attachment 13, Warranty Repair Source Instruction, prior to, but not later than when the warranted items are presented for receipt and/or acceptance. The "Warranty Item Unique Item Identifier data category may also be completed in conjunction with Attachment 13, Warranty Repair Source Instruction. Information required in the warranty attachment shall include such information as duration, enterprise, enterprise identifier, first use, fixed expiration, installation, issuing agency, item type, starting event, serialized item, unique item identifier, usage, warranty administrator, warranty guarantor, warranty repair source, and warranty tracking. The offeror shall submit the data for warranty tracking to the Contracting Officer.

(End of provision)

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)

5252.245-9400 USE OF EXISTING GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (JAN 1992)

(a) Any Offeror proposing to use existing production and research property in the performance of work under this solicitation shall submit with his offer the following:

(1) A list or description of all Government production and research property that the offeror or its subcontractors propose to use on a rent-free basis. This list shall include property offered for use in the solicitation, as well as property already in possession of the offeror and its subcontractors under other contracts.

(2) Identification of the facilities contract or other instrument under which property already in possession of the offeror and its subcontractors is held, and the written permission for its use from the Contracting Officer having cognizance of the property.

(3) The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support proration of the rent.

(4) The amount of rent that would otherwise be charged, computed in accordance with FAR 45.403.

(b) The competitive advantage that might otherwise accrue to an offeror from the use of existing Government production and research property shall be eliminated by adding an evaluation factor to each offer for which such use is requested, which shall be equivalent to the rent which would otherwise be charged for such use. No use of Government production and research property other than as described and permitted herein shall be authorized unless such use is approved in writing by the Contracting Officer cognizant of the property, and either rent calculated

in accordance with FAR 52.245-9, Use and Charges, is charged, or the contract price is reduced by an equivalent amount.

(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 production and delivery of Commercial Broadband Satellite Program (CBSP) – Unit Level Variant (ULV) herein referred to as CBSP ULV. The CBSP ULV integrated X and Ku band systems provide high throughput for commercial SATCOM connectivity capability from the networks aboard the Navy's ships to the Navy's shore infrastructure.

1.1 TIME & DATE FOR RECEIPT OF PROPOSALS

The time and date for receipt of proposals is **12:00 pm, San Diego, CA time on 21 March 2013**. 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.

1.2 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 Ken Nickel, Contract Specialist, by e-mail at kenneth.nickel@navy.mil or by telephone at (619) 524-7178, or Fred Renz, Contracting Officer, by e-mail at frederick.renz@navy.mil or by telephone at (619) 524-7184.

1.3 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 CBSP ULV 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 (15) calendar days** after issuance of this RFP.

Offerors are advised that the Government will make available to the public any Offeror questions and comments and the Government’s associated responses; therefore Offerors shall not provide questions or comments of a proprietary nature. The Government will use its best efforts to respond to Offeror questions and comments; however, responses are not guaranteed. All questions and answers will be posted on the SPAWAR e-Commerce website at <https://e-commerce.sscno.nmci.navy.mil>.

1.4 VALIDITY OF PROPOSALS.

Proposals submitted in response to this solicitation shall be valid for **240 calendar days** from the solicitation closing date.

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

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.

The Offeror’s proposal volumes shall include the following:

Number of Paper Copies	Volume	Section L Reference	Page Limit	Section Suffix
3	I. Contract Documents			VI. Contract
	Section A: Cover Letter	3.1	2 pages maximum	
	Section B: Exception to the RFP	3.2	No page limit	
	Section C: Signed SF33 with completed Sections B through K	3.3	No page limit	
	Section D: Proprietary Data Protection Agreements	3.4	No page limit	

	Section E: Security Clearance Levels	3.5	1 page	
	Section F: Organizational Conflict of Interest Mitigation	3.6	No page limit	
	Section G: Small Business Subcontracting Plan	3.7	No page limit	
	Section H: Foreign Owned Subcontractors	3.8	No page limit	
3	II. TECHNICAL PROPOSAL			VII. TECH
	Section A: Technical Approach (Factor 1)	4.1	75 pages total (exclusive of Subfactor 1.3, which is not page limited)	VII. TECH-APP
	Performance Characteristics (Subfactor 1.1)	4.1.1		
	System Development/ Integration	4.1.2		
	Technical Data Rights (Subfactor 1.3)	4.1.3	No Page Limit	
	Section B- Program Management Approach (Factor 2)	4.2	30 pages total (exclusive of Subfactor 2.2 which is not page limited)	VII. TECH
	Sample Task (Subfactor 2.1)	4.2.1		
	Integrated Master Schedule (Subfactor 2.2)	4.2.2	No page limit	
	Program Management Approach (Subfactor 2.3)	4.2.3		

	Section C- Past Performance (Evaluation Factor 3)	4.3	2 pages total per reference,(Exclusive of CPARS evaluations (if provided))	VII. TECH- PAST
	Section D- Integrated Logistics Support (Evaluation Factor 4)	4.4	10 pages total	VII. TECH-ILS
	Section E- Small Business Commitment (Evaluation Factor 5)	4.5	10 pages total (excluding SF-294s, copies of binding agreements, enforceable commitments, and letters of intent)	VII. TECH - SBC
	Section F Correlation Matrix	4.6	No page limit	VII. TECH-MATX
3	III. Cost/Price Proposal	5	No page limit	VIII.COST

Do not include cost information in any volume other than the Cost/Price proposal. Paper copies of the proposal shall be submitted as follows:

1. Binding and Labeling: Each volume of the proposal shall be separately bound in a 3-ring binder. A cover sheet shall be affixed to each volume, clearly marked as to the volume number, the copy number, the RFP identification and the Offeror's name. The volume and copy numbers shall appear on the spine of the volume binder to permit rapid accounting when the volume is placed in a vertical position in a storage cabinet.
2. Format: The proposal shall be on 8-1/2" X 11" recycled paper with single-spaced typed lines, including figures, glossaries, table of contents and cover sheets. Each sheet shall be printed on both sides. Type size shall be Times New Roman and no smaller than 10 point in the text, 8 point in spreadsheets, and 8 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.

Documents shall be prepared using Microsoft Office 2007 or compatible software suite including: all text documents shall be prepared in Microsoft WORD 2007, *.docx and converted to searchable "PDF" documents for proposal submission; Microsoft EXCEL 2007 for all spreadsheets in *.xlsx files [**All Excel files shall be operable versus value only spreadsheets (i.e. formulas should be included in all applicable cells)**]; Microsoft Project 2007 in *.mpp files shall be used for all schedules.

3. **Numbering:** Pages shall be numbered consecutively within each section to indicate the volume, section, and page. For example, page 19 of Volume II, Section B would be numbered II-B-19. Pages in the Cost Proposal volume shall be numbered consecutively.

Electronic copies must be provided in separate Technical, Cost/Price, and Contract Documents files. Each proposal section shall be labeled with the Volume/Section Suffix provided in the table in paragraph 2.1.2 above. Electronic proposals shall be submitted in accordance with provision L-349, Submission of Electronic Proposals.

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 downscoring of, the proposal. An Offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Proposals should be clear, concise and complete. Organization, clarity, accuracy of information, relevance, and completeness are of prime importance. Sufficient supporting information shall be provided to allow the Government to evaluate the Offeror's approach.

Proposals shall correlate directly and sequentially with the following specific proposal preparation instructions. Proposals shall be complete and self-sufficient, relate exactly to what is requested and proposed, and strictly adhere to the requirements of this solicitation. Use of documentation by reference, and not incorporated into the proposal, will not be allowed. Where cross-referencing is used, the volume, attachment, exhibit and paragraph numbers, as appropriate, shall be referenced.

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

The required content of the 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 in its offer may constitute a deficiency which may make the offer unacceptable to the Government.

3.1 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. The cover letter shall acknowledge receipt of all amendments (if any are issued) to the RFP. In addition, the Prime Contractor shall provide a list of all Subcontractors by name and shall specify the type of subcontract (e.g., CPFF or Labor Hour). 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 **240 days** from the solicitation closing date. The above listed information (items 1-7) shall also be provided for all proposed subcontractors.

3.2 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.”

3.3 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.

3.4 Section D: Proprietary Data Protection Agreements (PDPA). 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 **N00178-04-D-4024 Task Order NS42** 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. 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 PDPA with Booz Allen Hamilton. 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 point of contact for the company is listed below:

Company Points of Contact:

Company	POC	Contact Information
Booz Allen Hamilton	Carolyn Brown	Email: Brown_Carolyn@bah.com Phone: (619) 221-4538

3.5 Section E: 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 10.

3.6 Section F: Organizational Conflict of Interest (OCI) Mitigation Plan(s). The Offeror shall submit draft versions of any required OCI Mitigation Plans, consistent with the guidance contained in the “Organizational Conflict of Interest” section in Section L.

3.7 Section G: 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.

3.8 Section H: 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.

4.0 VOLUME II – TECHNICAL PROPOSAL.

The required content of each technical proposal section is described below. The technical proposal shall not include any cost information. The technical proposal shall cover the offeror's understanding of the work and the methods that will be employed to attain contract objectives and shall enable technical personnel to make a thorough evaluation and a determination whether the proposal will satisfy the Government's requirements.

The technical proposal shall be specific, detailed, and complete and fully demonstrate that the prospective offeror has a thorough understanding of the Government's requirements. The technical proposal shall also address the achievement of the specification requirements, and how the contractor will execute the work required by the solicitation. Data previously submitted to the Government will not be considered; therefore such data shall not be incorporated into the technical proposal by reference. Statements that the Offeror understands can or will comply with all specifications, or statements paraphrasing the specifications or other information contained in the RFP will be considered inadequate. Phrases such as "Standard procedures will be employed" and "well known techniques will be used" will also be considered insufficient.

Offerors shall provide the following information to support the Government's evaluation of the offeror's technical proposal. The technical proposal shall be organized as follows:

4.1 Section A, Technical Approach (Factor 1). The technical approach factor includes the following three (3) subfactors:

4.1.1 Performance Characteristics (Subfactor 1.1). The Offeror shall describe how their CBSP ULV design meets the performance characteristics of Section 3.2 of the CBSP Unit Level Variant specification, specifically the following specification sections:

- 3.2.1 Operating Radio Frequency Bands
- 3.2.2 RF Carriers
- 3.2.3 Effective Isotropic Radiated Power (EIRP)
- 3.2.4 Gain to Noise Temperature Ratio (G/T)
 - 3.2.5.1 Antenna Polarization
 - 3.2.5.2 Satellite Acquisition
 - 3.2.5.3 Satellite Tracking
 - 3.2.5.4.3 Antenna Handover
 - 3.2.5.8 Auto Calibration
- 3.2.6 Ship's Power and Frequency Characteristics
- 3.2.7 Physical Characteristics (to include all subsections 3.2.7.1 – 3.2.7.5)

The Offeror shall describe how their CBSP ULV design maximizes the use of Commercial Of The Shelf (COTS) and Non-Developmental Items (NDI) to meet the CBSP ULV requirements and how the use of these COTS and NDI items minimizes the risk of the offeror's proposed CBSP ULV design solution.

4.1.2 System Development/Integration Approach (Subfactor 1.2). The Offeror shall describe how their CBSP ULV development, integration, and test approach meets the requirements specified in paragraphs 5.1.1, 5.1.2, 5.1.3, and 5.1.4 of the CBSP ULV Statement of Work (SOW), and sections 3.6, 3.6.1, and 3.6.2 of the CBSP ULV Baseline Specification. The offeror shall also describe how the proposed

development, integration, and test approach will minimize the schedule and performance risk of the offeror's proposed CBSP ULV design solution.

The Offeror shall describe how their Ka Band development, integration, and test approach meets the requirements specified in sections 3.1, 3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.4.1, 3.1.5, 3.1.6, 3.1.7, 4.1, 4.2, and 5.1 of the CBSP ULV Addition of Ka Band Option Specification. The offeror shall also describe how the proposed development, integration, and test approach will minimize the schedule and performance risk of the offeror's proposed Ka Band design solution.

4.1.3 Technical Data Rights (Subfactor 1.3). For all CBSP ULV designs and deliverables under this contract, it is the Government's objective that all noncommercial technical data (TD) and computer software/computer software documentation (CS/CSD) 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. Firmware is defined as "computer-programming instructions that are stored in a read-only memory unit rather than being implemented through software." 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. 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 Statement of Work.

If a commercial or open source solution is proposed, 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 normal Government practices (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.

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 tables.

4.2 Section B, Program Management Approach (Factor 2). The Program Management Approach factor includes the following three (3) subfactors:

4.2.1 Sample Task (Subfactor 2.1). The Offeror shall describe their CBSP ULV management approach to address the Sample Task Scenario provided below. The Offeror shall describe their approach for supporting the Government in resolving a hardware tracking deficiency in an operational environment on

DDG 114; the offeror's approach to strategize, identify and incorporate a system fix for the hardware deficiency issue into their ongoing production line for the five (5) remaining systems to be delivered; and the offeror's approach for back-fitting the systems already delivered to the Government, including those already installed on ships and in the process of SOVT and those at the ISEA locations given the considering the timeline to operational deployment.

Sample Task Scenario:

On 1 August 2016, the Government exercises an option to procure fifteen (15) ULV Shipboard SCPC & Dynamic Modem Systems, delivery is required per the terms of Section F of the contract. Five (5) days prior to delivery of the first five (5) systems the Government exercises an Engineering Service Technical Direction Letter (TDL) for the contractor to assist with operational troubleshooting should the need arise.

The contractor then delivers the first five (5) ULV Shipboard SCPC & Dynamic Modem Systems per the terms of the contract. The first (1st) of the five (5) systems successfully passes Government Acceptance Testing and is then installed on a DDG 114. After successful System Operational Verification Testing (SOVT), the DDG 114 leaves for a six (6) month deployment to the Middle East (port Bahrain). On the way to Bahrain the ship identifies a hardware tracking deficiency of the ULV Shipboard SCPC & Dynamic Modem System which interrupts communication and degrades mission performance resulting in a high visibility failure. The hardware tracking deficiency is identified as an operational failure of the system that is systemic to the contractor design and that was not identifiable during Acceptance Testing and/or SOVT.

Assumptions:

1. The Offeror should assume the first ULV Shipboard SCPC & Dynamic Modem System is accepted on 28 October 2016, it fails on 15 November 2016, and is repaired and operational again by 5 December 2016.
2. At the time of repair on 5 December 2016, the Offeror has:
 - a. five (5) systems installed on US Navy ships and in the process of SOVT (three (3) ships in San Diego and two (2) ships in Charleston) (deployments of all five (5) ships are scheduled the first week of February 2017) ;
 - b. five (5) systems left to deliver for Government acceptance on 28 December 2016; and
 - c. four (4) systems delivered and residing at the In-Service Engineering Agent (ISEA) Labs, two (2) in San Diego, CA and two (2) in Charleston, NC (SOVTs and deployments not yet scheduled).

4.2.2 Integrated Master Schedule (Subfactor 2.2). The Offeror shall provide an Integrated Master Schedule (IMS) that identifies all activities required from the time of contract award to delivery of the first two (2) assets as required by the SOW and CBSP ULV Baseline Specification. The offeror's IMS shall identify the tasks, tasks relationships, and task durations for the activities required from the time of contract award through delivery of the first two (2) assets as required by the SOW and CBSP ULV Baseline Specification.

4.2.3 Program Management Approach (Subfactor 2.3). The offeror shall describe its proposed approach for managing and directing the CBSP ULV efforts. This description shall include an explanation of how the offeror will align its program management organization with the requirements of the SOW, as well as, a description of the procedures, processes and controls the offeror will utilize to manage program schedule, performance, and risk. The offeror's proposed plan shall describe how the organizational structure supports the management plan, and identifies the lines of responsibility, authority, and communication through which the CBSP ULV efforts will be managed, including the approach for managing subcontractor efforts. The offeror shall describe its approach for managing staffing and for integration of the functional teams who will support CBSP ULV efforts.

4.3 Section C, Past Performance (Factor 3).

4.3.1 Offerors shall provide past performance information on three (3) recent Government contracts performed by the Offeror that are relevant to the requirements of this Request for Proposal. At least one (1) experience shall be from the prime contractor. “Recent” is defined as a contract performed (but not necessarily completed) within the last five (5) years. This information shall be provided by the submission of RFP [Attachment 12](#) “Relevant Experience Form” for each contract.

4.3.2 If the Offeror has not had three (3) Government contracts within the last five (5) years, information on relevant subcontracts, state and local government, and/or commercial contracts may be submitted instead.

4.3.3 If available, offerors shall 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.

4.3.4 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.

4.3.5 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.

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

4.4 Section D, Integrated Logistics Support (ILS) (Factor 4).

4.4.1 The Offeror shall describe their strategies to maximize reliability, availability, and maintainability of the system to meet the requirements of the ULV Performance Specification Section 3.7, 3.7.1, 3.7.2, 3.7.3, and 3.7.4. The Offeror shall describe the likelihood of their components being obsolete prior to the end of the eight (8) year service life. The Offeror shall describe how their parts obsolescence analysis and review processes meet the requirements outlined in SOW section 4.8.10. Additionally, the Offeror shall describe which commercial licenses, including open source software licenses, will be required for maintenance purposes throughout the systems’ lifecycle as described in SOW 4.8.11 and 4.8.11.1.

The Offeror shall describe their proposed approach for development and maintenance of technical data packages, training curriculum, and Technical Manuals as outlined in the SOW sections 4.8.7, 4.8.7.1, 4.8.7.1.1, 4.8.7.1.2, 4.8.8, 4.8.8.1 and 4.8.8.2. Further, the Offeror shall describe how their configuration management processes proposal meets the requirements as outlined in SOW section 4.7, 4.7.1, 4.7.2, 4.7.3, and 4.7.4. The Offeror shall describe any required and unique shipping requirements as outlined in SOW 4.8.9.

4.5 Section E, Small Business Commitment (Factor 5).

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

Small Business Categories	SPAWAR Target (Based upon % of subcontracted amount)
Total Small Business (includes the below)	25%
Small Disadvantaged Business	5%

Woman-Owned Small Business	3%
HUBZone	1%
Veteran Owned Small Business	3%
Service-Disabled Veteran Owned Small Business	2%

Large Business Concerns shall describe the extent to which your company has identified and committed to provide for participation by Small Business Concerns, Small Disadvantaged Concerns, Women-Owned Small Business Concerns, HubZone Small Business Concerns, Veteran-Owned Small Business Concerns and Service-Disabled Veteran-Owned Small Business Concerns in the performance the requirements addressed within this solicitation.

The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected Small Business subcontractors are meaningful in the overall success of the program and also broaden the subcontractor's technical capability.

The Offeror shall describe their management approach for enhancing Small Disadvantaged, Women-Owned Small Business, HubZone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the subcontractor(s). The Offeror shall explain the reasons for and advantages of selecting particular subcontractors.

Large Business Concerns shall also provide evidence of the extent to which they have met small business subcontracting goals on previous contracts/orders. To demonstrate previous goal achievement, the Offeror shall submit the two most recently filed Summary Subcontract Reports (formerly SF 295) for each of their prime contracts cited in Factor 3, Past Performance. The Government may consult various sources, including CPARS Assessments, PPQs, the PPIRS and ESRS databases, or any other relevant sources deemed appropriate to verify the extent to which subcontracting goals have been met.

4.6 Section F, 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
4.1 Technical Approach (Factor 1)	4.1 Technical Approach (Factor 1)	
4.1.1 Performance Characteristics (Subfactor 1.1)	4.1.1 Performance Characteristics (Subfactor 1.1)	
4.1.2 Systems Development/Integration Approach (Subfactor 1.2)	4.1.2 Systems Development/Integration Approach (Subfactor 1.2)	
4.1.3 Technical Data Rights (Subfactor 1.3)	4.1.3 Technical Data Rights (Subfactor 1.3)	
4.2 Program Management Approach (Factor 2)	4.2 Program Management Approach (Factor 2)	
4.2.1 Sample Task (Subfactor 2.1)	4.2.1 Sample Task (Subfactor 2.1)	
4.2.2 Integrated Master Schedule (IMS) (Subfactor 2.2)	4.2.2 Integrated Master Schedule (IMS) (Subfactor 2.2)	
4.2.3 Program Management Approach (Subfactor 2.3)	4.2.3 Program Management Approach (Subfactor 2.3)	
4.3 Past Performance (Factor 3)	4.3 Past Performance (Factor 3)	
4.4 Integrated Logistics Support (Factor 4)	4.4 Integrated Logistics Support (Factor 4)	

Section L	Section M	Offeror's Proposal Citation
4.5 Small Business Commitment (Factor 5)	4.5 Small Business Commitment (Factor 5)	
5 Cost/Price	5 Cost/Price	

5.0 VOLUME III – COST/PRICE PROPOSAL.

INTRODUCTION. This volume shall contain cost/price information only. The guidelines and requirements in this section are provided to (1) aid Offerors in preparing their cost/price proposal; and (2) aid the Government in reviewing and evaluating the Offeror’s cost/price proposal. The Government’s intent is to provide instructions that will allow the Offeror to develop clear, concise, and comprehensible proposals and to minimize data requests by the Government during the proposal evaluation process.

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

ORGANIZATION: 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 with this volume, with an additional copy to be provided in the Contract Documents volume. The cost volume submitted by the Offeror shall include the cost/price for all CBSP ULV CLINs. Offerors shall complete Section B as well as the ULV Pricing for all quantity ranges provided by proposing:

- Section 5.1 – Firm Fixed Price (FFP) CBSP ULV systems – CLIN 0001
- Section 5.2 - Firm Fixed Price (FFP) CBSP RCS Kit – CLIN 0002
- Section 5.3 – CBSP ULV Production Units and upgrades (FFP) and associated CLINs 0003-0013, 1001-1011, 2001-2011, 3001-3011, 4001-4011, 5001-5011, and 6001-6011
- Section 5.4 – Engineering Support CLINs (CPFF) CLINs 0016, 0017, 1014, 1015, 2014, 2015, 3014, 3015, 4014, 4015, 5014, 5015, 6014, and 6015, including Contractor Direct and Indirect Rates
- Section 5.5 – Other Direct Costs (ODC) CLINs 0019 1017, 2017, 3017, 4017, 5017, and 6017
- Section 5.6 – Provisioned Item Order (PIO) (FFP) CLINs 0014, 1012, 2012, 3012, 4012, 5012, and 6012
- Section 5.7 – CDRL CLINs – Not Separately Priced (NSP) 0015, 1013, 2013, 3013, 4013, 5013, and 6013
- Section 5.8 – Data Rights Tables (if applicable)
- Section 5.9 – Systems and Compliances

5.1 Firm Fixed Price (FFP) CBSP ULV CLIN 0001

The Offeror shall insert individual unit prices for CLIN 0001 for the quantities of ULV Systems (Baseline Systems) identified in the pricing tables provided in Section B of the RFP.

5.2 Firm Fixed Price (FFP) CBSP ULV RADAR CROSS SECTION (RCS) KIT 0002

The Offeror shall insert a unit price for a quantity of one CLIN 0002 - RCS KIT identified in the pricing tables provided in Section B of the RFP.

5.3 Firm Fixed Price (FFP) CBSP ULV Production Units (CLINs 0003-0013, 1001-1011, 2001-2011, 3001-3011, 4001-4011, 5001-5011, and 6001-6011).

The offerors shall propose a total firm fixed price for each of the FFP CLINs as described in Section B and identified in the pricing tables provided in Section B of the RFP.

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 CBSP ULV system and optional upgrades, includes all material costs, subcontract costs, other direct costs (to include license fees for use of commercial, software and hardware 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. The Offeror shall provide a narrative that identifies the applicable license fees associated with the use of commercial components.

5.4 Engineering Support (CPFF) (CLINs 0016, 0017, 1014, 1015, 2014, 2015, 3014, 3015, 4014, 4015, 5014, 5015, 6014, and 6015)

The Offeror shall provide an estimated cost and fixed fee calculated using the labor categories and estimated hours provided below. The Government can guarantee neither the estimated quantities of man-hours shown for individual labor categories nor the total estimated staff hours. It is recognized that some of the Labor Category titles used in the solicitation may not exactly match the titles normally used in a particular company operation. Accordingly, in order to permit a rapid comparison between the anticipated labor team shown below and the Offeror's actual labor mix, each proposal must provide the following:

- (1) Direct labor rates related to the categories specified in the solicitation.
- (2) Indirect rates applied to the estimated costs.
- (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 (4) above;
- (6) Fixed fee cap for CPFF CLINs shall not exceed 7.0%. Offerors may propose a lower fee.

Engineering Support Labor Categories

ENGINEERING SERVICES ESTIMATED HOURS

Labor Category	CLIN 0016	CLIN 1014	CLIN 2014	CLIN 3014	CLIN 4014	CLIN 5014	CLIN 6014
Program Manager	150	75	75	75	75	75	75
Electrical Engineer (mid level)	900	450	450	450	450	450	450
Mechanical Engineer (mid level)	900	450	450	450	450	450	450
Computer Scientist (mid level)	150	75	75	75	75	75	75
Test Engineer (mid level)	750	375	375	375	375	375	375
Technical Writer / Editor	150	75	75	75	75	75	75

Labor Category	CLIN 0017	CLIN 1015	CLIN 2015	CLIN 3015	CLIN 4015	CLIN 5015	CLIN 6015
Program Manager	300	150	150	150	150	150	150
Electrical Engineer (mid level)	900	450	450	450	450	450	450
Mechanical Engineer (mid level)	900	450	450	450	450	450	450
Computer Scientist (mid level)	300	150	150	150	150	150	150
Test Engineer (mid level)	300	150	150	150	150	150	150
Technical Writer / Editor	300	150	150	150	150	150	150

CONTRACTOR RATES

The Offeror and each subcontractor shall provide the rates used to develop the proposed costs in accordance with the format described in this section. Due to the proprietary nature of company rates, the Offeror and each 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/subcontractor uses a yearly base different from the calendar year base, a detailed description shall be provided.

The rates and cost to sell equations provided in the section shall be in **MS Excel with all formulas intact**.

Indirect Rates

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

Sample indirect rate accounts are listed below.

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

The prime contractor and each subcontractor shall submit detailed definitions for each indirect rate account, to include the specific costs that accrue to it and the base (e.g. direct labor) to which it is applied.

To substantiate the proposed indirect rates, if the prime contractor or subcontractor has an FPRA or FPRP for indirect rates approved by DCMA for use for proposal submission, offerors shall submit a copy of the FPRA/FPRP that is effective at the time of proposal submission.

In the event the prime contractor or subcontractor does not have an approved FPRA/FPRP, the offeror shall provide five (5) years of actual historical indirect cost data, as applicable. This historical cost data shall be provided for each indirect rate proposed. In addition, the offeror shall provide a detailed narrative explanation of the reason for any year to year variation in indirect rates greater than 5% (both in the historical data and in the indirect rates proposed in its offer for this solicitation).

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."

Direct Rates

The prime contractor and each subcontractor shall provide the most current direct labor rates that are in effect at the time of proposal submission. To substantiate the proposed direct rates, if the prime contractor or subcontractor has an FPRA or FPRP for indirect rates approved by DCMA for use for proposal submission, offerors shall submit a copy of the FPRA/FPRP that is effective at the time of proposal submission.

(a) In the event the prime contractor or subcontractor does not have an approved FPRA/FPRP, the prime contractor and subcontractor shall submit alternative documentation to support their proposed direct labor rates. Acceptable documentation includes the following:

- (i) Most recent payroll data (if proposing named, current employees);
- (ii) Copies of Letters of Intent that indicated agreed upon rate of pay (if proposing named new hires).

(b) Labor Category Averages. If labor category averages are used, provide a detailed narrative and include the calculation used to establish the category average. For example, provide a list of the current salaries for all employees working in that labor category, divided by the number of current employees in that labor category.

(c) Comprehensive description. If proposing a direct labor rate not supported by an approved FPRA/FPRP or supported by the data described in (a) – (b) above, provide a detailed, comprehensive description of the methodology used to establish the proposed direct labor 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.

If proposing composite direct labor rates that represent a combination of company labor categories, functional elements, or Government Fiscal Year accounts, the prime contractor and subcontractors shall provide documentation of how the rates were developed.

Prime contractors and subcontractors shall also include the basis for any projected annual increases (e.g. escalation) and any other factors applied to direct rates.

Cost to Sell Equations

The Offeror and each subcontractor shall submit the methodology used to transfer the cost data (i.e., direct labor hours) into a sell price to the Government (i.e., fully burdened with fee). The following is an example of a direct labor hour cost to sell equation where the sell price (Direct Labor Sell \$) equals direct labor (Direct Labor \$) 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).

Direct Labor Sell \$ = Direct Labor \$ 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 (Direct Labor \$) 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).

5.5 Other Direct Costs (ODC) (CLINs 0019, 1017, 2017, 3017, 4017, 5017 and 6017)

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

CLIN	ODC amount
0019 Option – ODC	NTE \$ 90,000
1017 Option – ODC Production Phase	NTE \$ 45,000
2017 Option – ODC Production Phase	NTE \$ 45,000
3017 Option – ODC Production Phase	NTE \$ 45,000
4017 Option – ODC Production Phase	NTE \$ 45,000
5017 Option – ODC Production Phase	NTE \$ 45,000
6017 Option – ODC Production Phase	NTE \$ 45,000

5.6 Provisioning Item Order CLINs (FFP) (CLINs 0014, 1012, 2012, 3012, 4012, 5012, and 6012)

For Provisioning Item Orders (Firm Fixed Price) CLINs 0014, 1012, 2012, 3012, 4012, 5012, and 6012 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
0014	1 / LOT	NTE \$1,000,000
1012	1 / LOT	NTE \$1,000,000
2012	1 / LOT	NTE \$1,000,000
3012	1 / LOT	NTE \$1,000,000
4012	1 / LOT	NTE \$1,000,000
5012	1 / LOT	NTE \$1,000,000
6012	1 / LOT	NTE \$1,000,000

5.7 Contract Data Requirements Lists (CDRLs) (CLINs 0015, 1013, 2013, 3013, 4013, 5013, and 6013)

For Contract Data Requirements Lists (CDRL) CLINs 0015, 1013, 2013, 3013, 4013, 5013, and 6013, 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 0001-0013, 1001-1011, 2001-2011, 3001-3011, 4001-401, 5001-5011, and 6001-6011 as described in section B.

5.8 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/Price 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/Price 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.).

5.9 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).

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-335 ESTIMATED EFFECTIVE AWARD DATE (DEC 1999)

For Bidding/Proposal purposes the estimated effective date of contract award is 28 June 2013.

(End of provision)

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

(a) Offerors shall submit one (1) original signed paper version of their entire proposal to Space and Naval Warfare Systems Command, Attn: Frederick D. Renz, Code 2.1B4, 4301 Pacific Highway, San Diego 92110-3127 not later **than 12:00 p.m. San Diego, CA time on 21 March 2013.** The offeror's original proposal shall be prepared on standard 8 1/2" by 11" paper, single-spaced, with 1" minimum margins. Foldouts may be used, but shall be no larger than 17" by 11", shall be printed on one side only, and shall count as two pages. The type used shall be no smaller than Times New Roman, 10-point. Tables, drawings and graphics may be single spaced, with type no smaller than Times New Roman, 8-point.

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

(c) E-Proposal files shall not contain classified data. The offeror's e-proposal files shall be structured and named in accordance with the conventions outlined in the table below. The full name for each file will consist of solicitation number, offeror name, volume, and content type suffix (e.g. *N0003913R0005.OFFEROR_NAME.VII.TASK.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. *N0003913R0005.OFFEROR_NAME.VIII.COST.ATT1.xls*). Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number and offeror's name. The offeror's e-proposal shall be in accordance with the requirements set forth below:

NUMBER OF PAPER	VOLUME	SECTION L REFERENCE	PAGE LIMIT	SECTION SUFFIX
3	I. Contract Documents			VI.CONTRACT
	Section A: Cover Letter	3.1	2 pages maximum	
	Section B: Exceptions to the RFP	3.2	No page limit	
	Section C: Signed SF33 with completed Sections B through K	3.3	No page limit	
	Section D: Proprietary Data Protection Agreements	3.4	No page limit	
	Section E: Security Clearance Levels	3.5	1 page	
	Section F Organizational Conflict of Interest Mitigation	3.6	No page limit	
	Section G: Small Business Subcontracting Plan	3.7	No page limit	
	Section H: Foreign Owned Subcontractors	3.8	No page limit	
3	II. TECHNICAL PROPOSAL			VII.TECH
	Section A - Technical Approach (Factor 1)	4.1	75 pages total (exclusive of Subfactor 1.3, which is not page limited).	VII.TECH-APP
	Performance Characteristics (Subfactor 1.1)	4.1.1		
	System Development/Integration Approach (Subfactor 1.2)	4.1.2		
	Technical Data Rights (Subfactor 1.3)	4.1.3	No page limit	
	Section B – Program Management Approach (Factor 2)	4.2	30 pages total (exclusive of Subfactor 2.2, which is not page limited).	VII.TECH-PM
	Sample Task (Subfactor 2.1)	4.2.1		
	Integrated Master Schedule (Subfactor 2.2)	4.2.2	No page limit	
	Program Management Approach (Subfactor 2.3)	4.2.3		
	Section C – Past Performance (Evaluation Factor 3)	4.3	2 pages total per reference, (Exclusive of CPARS evaluations (if provided))	VII.TECH-PAST

	Section D – Integrated Logistics Support (Evaluation Factor 4)	4.4	10 pages total	VII.TECH-ILS
	Section E – Small Business Commitment (Evaluation Factor 5)	4.5	Ten (10) pages total (excluding SF-294s, copies of binding agreements, enforceable commitments, and letters of intent)	VII.TECH-SBC
	Section F - Correlation Matrix	4.6	No page limit	VII.TECH-MATX
3	III. Cost/Price Proposal	5.0	No page limit	VIII.COST

Adobe Acrobat version 4.01 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 2007 **with all formulas intact**. Additionally, all text (e.g., BOEs) 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**.

The proposal submission files may be compressed (zipped) into one, ZIP file entitled “PROPOSAL.ZIP” using WinZip version 6.3 or greater.

Cost or Pricing Type Data: All information relating to cost and pricing type data shall be included only in the section of the proposal designated by the Contracting Officer as the Cost/Price Proposal. Under no circumstances shall cost and pricing type data be included elsewhere in the proposal.

(d) The electronic submission governs for the purpose of the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 “Instructions to Offerors--Commercial Items”, FAR 52.214-7 “Late Submissions, Modifications, and Withdrawals of Bids”, FAR 52.214-23 “Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding”, or the FAR 52.215-1 “Instructions to Offerors--Competitive Acquisition” provision contained in the solicitation. Bids and proposals submitted electronically will be considered “late” unless the bidder or offeror completes the entire transmission of the bid or proposal prior to the due date and time for receipt of bids or proposals. This paragraph supplements the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 “Instructions to Offerors--Commercial Items”, FAR 52.214-7 “Late Submissions, Modifications, and Withdrawals of Bids”, FAR 52.214-23 “Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding”, or the FAR 52.215-1 “Instructions to Offerors--Competitive Acquisition” provision contained in the solicitation.

(End of provision)

ORGANIZATIONAL CONFLICT OF INTEREST

The offeror's attention is directed to FAR Subpart 9.5 relating to organizational conflicts of interest. Any resultant contract will provide for the design, development, testing and delivery of the CBSP ULV system. Offerors shall recognize that performing this effort may result in a potential or actual conflict of interest as defined by FAR 2.101 and FAR 9.5. The term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the

contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor of the contractor and any subcontractors of the contractor. Contractors shall identify and describe any contractual support they are presently providing to PEO C4I and/or SPAWAR, SPAWAR and/or other organizations/agencies that may have a relationship to CBSP (including but not limited to, NAVSEA, Naval Surface Warfare Dahlgren Division, Dahlgren Laboratory).. If a potential Organizational Conflict of Interest exists, the Offeror shall provide an Organizational Conflict of Interest Mitigation Plan as part of their proposal. It is the Government's intent to avoid, neutralize, or mitigate potential conflicts as early in the acquisition process as possible.

An OCI mitigation plan, if submitted, should address but not be limited to the following information:

- (a) How the company plans to identify and track actual or potential OCIs;
- (b) How source selection information or proprietary data will be physically safeguarded (including detailed job descriptions of personnel whose work creates the appearance of a potential or actual OCI);
- (c) How company personnel working on the contract will be segregated from the rest of the company workforce and if need be, report through separate chains of command;
- (d) How data security measures, including computer workstations dedicated to the contract will be in separate, secure areas and require unique passwords for access;
- (e) How the company handles an improper disclosure of sensitive information and how that is communicated to the Contracting Officer;
- (f) How the OCI clause is flowed down to subcontractors and how that process is administered;
- (g) Training of personnel in their non-disclosure and procurement integrity responsibilities and penalties the company may impose if sensitive information is disclosed; and
- (h) The process the company goes through to obtain Non-Disclosure Agreements executed between it and subcontractors as well as those signed by company employees

A mitigation plan should be submitted if the offeror provides support to the listed organizations/agencies or other organizations/agencies so as to create the appearance of an OCI. If applicable, the plan should state in detail why the offeror's support contracts do not create an OCI. If an offeror has previously submitted a mitigation plan and had that plan approved as sufficient, the offeror will submit the plan with its proposal and include any updated information.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-5	Evaluation Of Options	JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

52.247-49 DESTINATION UNKNOWN (APR 1984)

For the purpose of evaluating bids (or proposals), and for no other purpose, the final destination(s) for the supplies will be considered to be as follows:

SPAWARSYSCEN ST JULIENS CREEK
RECEIVING DEPT
BLDG 59
MAGAZINE RD
PORTSMOUTH, VA 23702

Or:

RECEIVING OFFICER
SPAWARSYSCEN, SAN DIEGO
4297 PACIFIC HWY, BLDG 7
SAN DIEGO CA 92110-3215

(End of provision)

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

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

(End of provision)

M-306 EVALUATION--RENT-FREE USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (JAN 1992)

To eliminate any competitive advantage arising from the use of Government production and research property on a rent-free basis, an evaluation factor will be applied to the offer involving such rent-free use. The evaluation factor shall be determined by prorating the rent between the proposed contract and other work utilizing such property, as prescribed in FAR 45.205, to find the prorate share applicable to the proposed contract. Offerors offering rent-free use shall provide information as to total rental charges for a period equivalent to the free rental period as well as an estimate of the required usage of the property in the performance of the contract.

(End of provision)

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

(a) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer conforming to the solicitation, is determined to provide the “best value” to the Government. Such offer may not necessarily be the proposal offering the lowest cost/price 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/price is not a numerically weighted factor. Although technical factors are more important than cost/price, cost/price is an important actor and should be considered when preparing responsive proposals. The importance of cost/price as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the offerors within the competitive range are considered essentially equal in terms of technical capability, or when cost/price is so significantly high as to diminish the value of the technical superiority to the government, cost/price may become the determining factor for award. In summary, cost/technical trade-offs will be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation factors.

(c) The 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 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/subfactors is as follows:

Factors 1 through 5 are in descending order of importance: Factor 1 (Technical Approach) is more important than Factor 2 (Program Management Approach); Factor 2 (Program Management Approach) is more important than Factor 3 (Past Performance); Factor 3 (Past Performance) is more important than Factor 4 (Integrated Logistics Support); and Factor 4 (Integrated Logistics Support) is more important than Factor 5 (Small Business Commitment).

Within Factor 1 (Technical Approach), Subfactors 1.1 through 1.3 are in descending order of importance with Subfactor 1.1 (Performance Characteristics) more important than Subfactor 1.2 (System Development/Integration Approach); and Subfactor 1.2 System Development/Integration Approach) more important than Subfactor 1.3 Technical Data Rights.

Within Factor 2 (Program Management Approach), Subfactors 2.1 through 2.3 are in descending order of importance with Subfactor 2.1 (Sample Task Scenario) more important than Subfactor 2.2 (Integrated Master Schedule); and Subfactor 2.2 (Integrated Master Schedule) more important than Subfactor 2.3 (Program Management Plan).

Factors 1 through 5, when combined, are more important than Evaluated Cost/Price.

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

1.0 Factor 1: Technical Approach. The Government will evaluate the offeror's proposed technical approach to design, develop, integrate, and test the CBSP ULV terminal. The Technical Approach factor includes the following three (3) subfactors:

1.1 Subfactor 1.1 Performance Characteristics. The Government will evaluate the extent to which the offeror's proposed CBSP ULV design meets the performance characteristics of Section 3.2 of the CBSP Unit Level Variant specification, specifically the following specification sections:

- 3.2.1 Operating Radio Frequency Bands
- 3.2.2 RF Carriers
- 3.2.3 Effective Isotropic Radiated Power (EIRP)
- 3.2.4 Gain to Noise Temperature Ratio (G/T)
- 3.2.5.1 Antenna Polarization
- 3.2.5.2 Satellite Acquisition
- 3.2.5.3 Satellite Tracking
- 3.2.5.4.3 Antenna Handover
- 3.2.5.8 Auto Calibration
- 3.2.6 Ship's Power and Frequency Characteristics
- 3.2.7 Physical Characteristics (to include all subsections 3.2.7.1 – 3.2.7.5)

The Government will also evaluate the extent to which the offeror's proposed CBSP ULV design maximizes the use of Commercial Off The Shelf (COTS) and Non-Developmental Items (NDI) to meet the CBSP ULV requirements and how the use of these COTS and NDI items minimize the risk of the offeror's proposed CBSP ULV design solution.

1.2 Subfactor 1.2 System Development/Integration Approach. The Government will evaluate the extent to which the offeror's proposed CBSP ULV development, integration, and test approach meets the requirements specified in paragraphs 5.1.1, 5.1.2, 5.1.3, and 5.1.4 of the CBSP ULV Statement of Work (SOW), and sections 3.6, 3.6.1, and 3.6.2 of the CBSP ULV Baseline Specification. The Government will also evaluate how the proposed development, integration, and test approach will minimize the schedule and performance risk of the offeror's proposed CBSP ULV design solution.

The Government will evaluate the extent to which the offeror's proposed Ka Band development, integration, and test approach meets the requirements specified in paragraphs 3.1, 3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.4.1, 3.1.5, 3.1.6, 3.1.7, 4.1, 4.2 and 5.1 of the CBSP ULV Addition of Ka Band Option Specification. The Government will also evaluate how the proposed development, integration, and test approach will minimize the schedule and performance risk of the offeror's proposed Ka Band design solution.

1.3 Subfactor 1.3 Technical Data Rights. The Government will evaluate the extent to which the technical data rights offered by the offeror allow for unimpeded, cost effective installation, maintenance, production, operation and upgrade of the CBSP ULV system through its lifecycle and allow for future competitive procurements of the CBSP ULV system. The Government will evaluate the extent to which the offeror proposes to provide to the Government the rights to which the Government is entitled in accordance

with DFARS 227-7013 and 252.227-7014 in the Technical Data (TD), Computer Software (CS) and/or Computer Software Documentation (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 non-commercial 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 Government Purpose Rights (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 data and software rights clauses included in this 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 TD, CS, and/or CSD 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.

2.0 Factor 2: Program Management Approach. The Government will evaluate the offeror's proposed program management approach for the CBSP ULV effort. The Program Management factor includes the following three (3) subfactors.

2.1 Subfactor 2.1 Sample Task. The Government will evaluate the completeness and realism of the Offeror's management approach to address the Sample Task Scenario below. The evaluation will consider the offeror's approach for supporting the Government in resolving a hardware tracking deficiency in an operational environment on DDG 114; the offeror's approach to strategize, identify and incorporate a system fix for the hardware deficiency issue into their ongoing production line for the five (5) remaining systems to be delivered; and the offeror's approach for back-fitting the systems already delivered to the Government, including those already installed on ships and in the process of SOVT and those at the ISEA locations given the considering the timeline to operational deployment.

Sample Task Scenario:

On 1 August 2016, the Government exercises an option to procure fifteen (15) ULV Shipboard SCPC & Dynamic Modem Systems, delivery is required per the terms of Section F of the contract.

Five (5) days prior to delivery of the first five (5) systems the Government exercises an Engineering Service Technical Direction Letter (TDL) for the contractor to assist with operational troubleshooting should the need arise.

The contractor then delivers the first five (5) ULV Shipboard SCPC & Dynamic Modem Systems per the terms of the contract. The first (1st) of the five (5) systems successfully passes Government Acceptance Testing and is then installed on a DDG 114. After successful System Operational Verification Testing (SOVT), the DDG 114 leaves for a six (6) month deployment to the Middle East (port Bahrain). On the way to Bahrain the ship identifies a hardware tracking deficiency of the ULV Shipboard SCPC & Dynamic Modem System which interrupts communication and degrades mission performance resulting in a high visibility failure. The hardware tracking deficiency is identified as an operational failure of the system that is systemic to the contractor design and that was not identifiable during Acceptance Testing and/or SOVT.

Assumptions:

3. The Offeror should assume the first ULV Shipboard SCPC & Dynamic Modem System is accepted on 28 October 2016, it fails on 15 November 2016, and is repaired and operational again by 5 December 2016.
4. At the time of repair on 5 December 2016, the Offeror has:
 - a. five (5) systems installed on US Navy ships and in the process of SOVT (three (3) ships in San Diego and two (2) ships in Charleston) (deployments of all five (5) ships are scheduled the first week of February 2017) ;

- b. five (5) systems left to deliver for Government acceptance on 28 December 2016; and
- c. four (4) systems delivered and residing at the In-Service Engineering Agent (ISEA) Labs, two (2) in San Diego, CA and two (2) in Charleston, NC (SOVTs and deployments not yet scheduled).

2.2 Subfactor 2.2 Integrated Master Schedule (IMS). The Government will evaluate the extent to which the Offeror's IMS identifies all activities required from the time of contract award to delivery of the first two (2) assets as required by the SOW and CBSP ULV Baseline Specification. The Government will evaluate the extent to which the offeror's IMS identifies the tasks, tasks relationships, and task durations for the activities required from the time of contract award through delivery of the first two (2) assets as required by the SOW and CBSP ULV Baseline Specification.

2.3 Subfactor 2.3 Program Management Plan. The Government will evaluate the offeror's proposed plan for managing and directing the CBSP ULV efforts. This evaluation will include an assessment of how well the offeror's Program Management Plan (PMP) aligns with the requirements of the SOW and an assessment of the procedures, processes and controls the offeror will utilize to manage program schedule, performance, and risk. The Government will also evaluate the extent to which the offeror's proposed organizational structure supports the management plan, and identifies the lines of responsibility, authority, and communication through which the CBSP ULV efforts will be managed, including the approach for managing subcontractor efforts. The Government will evaluate the offeror's approach for managing staffing and for integration of the functional teams who will support CBSP ULV efforts.

3.0 Factor 3: Past Performance. The Government will evaluate the offeror's record of performance on three relevant and recent Government contracts. There are two aspects to the past performance evaluation. First, the Government will evaluate the extent to which the past performance experiences identified by the offeror in its response to the relevancy and recency definitions established herein.

"Relevant" contracts are contracts that demonstrate experience producing, manufacturing, integrating and testing X, Ku, Ka band or comparable commercial maritime satellite communication terminals and modem suites that operate on shipboard platforms. Experience with satellite certification(s) and EMI design and certification processes is also required.

"Recent" contracts are contracts that have been performed but not necessarily completed within the last five (5) years. If the Offeror does not have the number of Government contracts specified within the past five (5) years, the Government will evaluate the extent to which the Offeror has relevant subcontract and/or commercial contract work experience within the last five (5) years.

The second aspect of the past performance evaluation is to determine how well the offeror performed on those relevant and recent contracts. The performance attributes the Government will assess include the Offeror's record of conforming to contract requirements, the Offeror's reputation for good workmanship; the Offeror's record of forecasting and controlling costs, the Offeror's record for adhering to contract schedules, the Offeror's reputation for reasonable and cooperative behavior, and commitment to customer satisfaction. The outcome of the Government's assessment of relevance and performance will be a performance confidence rating.

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 Offeror is cautioned that the Government may use past performance data provided by the Offeror in the development of performance risk assessments.

4.0 Factor 4: Integrated Logistics Support (ILS). The Government will evaluate the extent to which the Offeror's strategies to maximize reliability, availability, and maintainability of the system meet the requirements of the ULV Performance Specification Section 3.7, 3.7.1, 3.7.2, 3.7.3, and 3.7.4. The Government will evaluate the

extent to which the Offeror's components will be or will likely be obsolete prior to the end of the eight (8) year service life. The Government will review the extent to which the Offeror's parts obsolescence analysis and review processes meet the requirements outlined in SOW section 4.8.10. Additionally, the Government will evaluate the extent to which commercial licenses, including open source software licenses, will be required for maintenance purposes throughout the systems' lifecycle as described in SOW 4.8.11 and 4.8.11.1.

The Government will evaluate the offeror's proposed approach for development and maintenance of technical data packages, training curriculum, and Technical Manuals as outlined in the SOW sections 4.8.7, 4.8.7.1, 4.8.7.1.1, 4.8.7.1.2, 4.8.8, 4.8.8.1, and 4.8.8.2. Further, the Government will evaluate the extent to which the Offeror's configuration management processes proposal meets the requirements as outlined in SOW section 4.7, 4.7.1, 4.7.2, 4.7.3, and 4.7.4. The Government will evaluate the extent to which the Offeror accounts for any required and unique shipping requirements as outlined in SOW 4.8.9.

5.0 Factor 5: Small Business Commitment

For large business offerors, the Government will evaluate the extent to which the proposal documents the offeror's commitment to meet the stated small business subcontracting goals. Commitment documented by contractually binding relationships with subcontractors, and/or demonstrated in the prime's cost/price proposal, will be evaluated more favorably than expressed promises.

The Government will evaluate the extent to which the proposal documents that the tasks assigned the selected Small Business subcontractors are meaningful in the overall success of the program and also broaden the subcontractor's technical capability.

The Government will evaluate the extent to which the offeror has met small business subcontracting goals on prior contracts/orders. The Government may consult various sources, including CPARS Assessments, PPQs, the PPIRS and eSRS databases, or any other relevant sources deemed appropriate to verify proposal statements. The evaluation of an offeror's history of meeting subcontracting goals on prior contracts/orders will not also be evaluated under the past performance Factor 3 above.

Small business prime offerors will receive the highest rating for this factor as set forth at FAR 15.305(a)(5).

6.0 EVALUATED COST/PRICE. The Government will perform an analysis of all costs and prices proposed. This evaluation will consist of cost analysis, cost realism analysis, and price analysis. Cost analysis and cost realism analysis will be performed on all option cost reimbursement line items (except for the non-fee bearing ODC CLINs 0019, 1017, 2017, 3017, 4017, 5017, and 6017) in accordance with FAR 15.404-1(c) and FAR 15.404-1(d) respectively. Proposed costs may be adjusted, for purposes of evaluation, based upon the results of the cost realism 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 recommendations for 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. When this cost realism analysis is performed, the resulting probable cost estimate will be used in the evaluation. Price analysis will be conducted in accordance with FAR 15.404-1(b) on all firm and option firm fixed price line items. In addition to evaluating the prices proposed, the Government will evaluate the extent to which evidence of unbalanced pricing exists in accordance with FAR 15.404-1(g), either between CLINs or between different quantities within one CLIN that may render a proposal unacceptable.

Adjustments to cost may result in a re-evaluation and concurrent rescoring of technical proposals. Such re-evaluation based on cost or probable cost analysis could negatively impact the technical rating of the proposal.

The Government will arrive at a single total evaluated proposed cost/price for each proposal by adding, (1) the total evaluated prices at the estimated quantities for all Firm Fixed Price (FFP) option Hardware CLINs listed in the table below, (2) the Not to Exceed (NTE) amounts provided in Section L for Provisioning Item Order CLINs (CLINs 0014, 1012, 2012, 3012, 4012, 5012, and 6012), (3) the total evaluated Cost-Plus-Fixed-Fee for the Engineering

Services option CLINs (CLINs 0016, 0017, 1014, 1015, 2014, 2015, 3014, 3015, 4014, 4015, 5014, 5015, 6014, and 6015), (4) the total evaluated prices for all FFP option Training CLINs (CLINs 0018, 1016, 2016, 3016, 4016, 5016, and 6016), (5) the non-fee bearing NTE amounts provided in Section L for all option ODC CLINs (CLINs 0019, 1017, 2017, 3017, 4017, 5017 and 6017), and (6) the non fee bearing FFP data rights amounts (if proposed) for the CDRL items identified in the Section B data rights tables.

The following represents the Government's best estimate of the annual requirements over the anticipated life of this contract. This estimate is provided for the purpose of assisting offerors development of proposed prices. This estimate is not to be interpreted as commitment on the part of the Government to purchase at these quantities. For best value evaluation purposes the Government reserves the right to use CLIN quantity combinations other than those estimated below.

CLIN	Contract Period	CLIN Description	Estimated Quantity
0001	Base Period	ULV Shipboard SCPC & Dynamic Modem System	2
0002	Base Period	RCS Kit	1
0003	Base Period	ULV Shipboard SCPC & Dynamic Modem System	1
0004	Base Period	ULV Shipboard SCPC & Dynamic Modem System with RCS Kit	2
0005	Base Period	ULV Dual Antenna SCPC & Dynamic Modem System	2
0006	Base Period	ULV Ku and X Band Terminal	2
0007	Base Period	RCS Upgrade	2
0008	Base Period	UPS Upgrade	2
0009	Base Period	Manually Tunable Ku Band Terminal Reject Filter Upgrade	2
0010	Base Period	Spectrum Analyzer Upgrade	2
0011	Base Period	Ka Upgrade	2
0012	Base Period	Dual RF Carrier Upgrade	2
0013	Base Period	Enhanced Performance Capabilities Upgrade	2
1001	Option Year 1	ULV Shipboard SCPC & Dynamic Modem System	10
1002	Option Year 1	ULV Shipboard SCPC & Dynamic Modem System with RCS Kit	3
1003	Option Year 1	ULV Dual Antenna SCPC & Dynamic Modem System	2
1004	Option Year 1	ULV Ku and X Band Terminal	1
1005	Option Year 1	RCS Upgrade	10
1006	Option Year 1	UPS Upgrade	10
1007	Option Year 1	Manually Tunable Ku Band Terminal Reject Filter Upgrade	10
1008	Option Year 1	Spectrum Analyzer Upgrade	3
1009	Option Year 1	Ka Upgrade	5
1010	Option Year 1	Dual RF Carrier Upgrade	3
1011	Option Year 1	Enhanced Performance Capabilities Upgrade	1
2001	Option Year 2	ULV Shipboard SCPC & Dynamic Modem System	18
2002	Option Year 2	ULV Shipboard SCPC & Dynamic Modem System with RCS Kit	3
2003	Option Year 2	ULV Dual Antenna SCPC & Dynamic Modem System	2
2004	Option Year 2	ULV Ku and X Band Terminal	1
2005	Option Year 2	RCS Upgrade	18
2006	Option Year 2	UPS Upgrade	18

2007	Option Year 2	Manually Tunable Ku Band Terminal Reject Filter Upgrade	18
2008	Option Year 2	Spectrum Analyzer Upgrade	3
2009	Option Year 2	Ka Upgrade	5
2010	Option Year 2	Dual RF Carrier Upgrade	3
2011	Option Year 2	Enhanced Performance Capabilities Upgrade	1
3001	Option Year 3	ULV Shipboard SCPC & Dynamic Modem System	19
3002	Option Year 3	ULV Shipboard SCPC & Dynamic Modem System with RCS Kit	3
3003	Option Year 3	ULV Dual Antenna SCPC & Dynamic Modem System	2
3004	Option Year 3	ULV Ku and X Band Terminal	1
3005	Option Year 3	RCS Upgrade	19
3006	Option Year 3	UPS Upgrade	19
3007	Option Year 3	Manually Tunable Ku Band Terminal Reject Filter Upgrade	19
3008	Option Year 3	Spectrum Analyzer Upgrade	3
3009	Option Year 3	Ka Upgrade	5
3010	Option Year 3	Dual RF Carrier Upgrade	3
3011	Option Year 3	Enhanced Performance Capabilities Upgrade	1
4001	Option Year 4	ULV Shipboard SCPC & Dynamic Modem System	20
4002	Option Year 4	ULV Shipboard SCPC & Dynamic Modem System with RCS Kit	2
4003	Option Year 4	ULV Dual Antenna SCPC & Dynamic Modem System	2
4004	Option Year 4	ULV Ku and X Band Terminal	1
4005	Option Year 4	RCS Upgrade	20
4006	Option Year 4	UPS Upgrade	20
4007	Option Year 4	Manually Tunable Ku Band Terminal Reject Filter Upgrade	20
4008	Option Year 4	Spectrum Analyzer Upgrade	3
4009	Option Year 4	Ka Upgrade	5
4010	Option Year 4	Dual RF Carrier Upgrade	3
4011	Option Year 4	Enhanced Performance Capabilities Upgrade	2
5001	Option Year 5	ULV Shipboard SCPC & Dynamic Modem System	21
5002	Option Year 5	ULV Shipboard SCPC & Dynamic Modem System with RCS Kit	1
5003	Option Year 5	ULV Dual Antenna SCPC & Dynamic Modem System	2
5004	Option Year 5	ULV Ku and X Band Terminal	1
5005	Option Year 5	RCS Upgrade	21
5006	Option Year 5	UPS Upgrade	21
5007	Option Year 5	Manually Tunable Ku Band Terminal Reject Filter Upgrade	21
5008	Option Year 5	Spectrum Analyzer Upgrade	3
5009	Option Year 5	Ka Upgrade	5
5010	Option Year 5	Dual RF Carrier Upgrade	3
5011	Option Year 5	Enhanced Performance Capabilities Upgrade	2
6001	Option Year 6	ULV Shipboard SCPC & Dynamic Modem System	3
6002	Option Year 6	ULV Shipboard SCPC & Dynamic Modem System with RCS Kit	2
6003	Option Year 6	ULV Dual Antenna SCPC & Dynamic Modem System	1

6004	Option Year 6	ULV Ku and X Band Terminal	1
6005	Option Year 6	RCS Upgrade	1
6006	Option Year 6	UPS Upgrade	6
6007	Option Year 6	Manually Tunable Ku Band Terminal Reject Filter Upgrade	1
6008	Option Year 6	Spectrum Analyzer Upgrade	1
6009	Option Year 6	Ka Upgrade	1
6010	Option Year 6	Dual RF Carrier Upgrade	1
6011	Option Year 6	Enhanced Performance Capabilities Upgrade	1

EVALUATION RATINGS

The Government will evaluate technical factors (Technical Approach, Program Management Plan, Past Performance, Integrated Logistics Support, and Small Business Commitment) and subfactors on an adjectival basis, i.e. Outstanding, Good, Acceptable, Marginal and Unacceptable. The Government will utilize the combined technical/risk rating definitions from DoD's Source Selection Procedures Guide of March 2011, as detailed below. Since it is impossible to anticipate the nature of each Offeror's proposal in advance or to describe all the qualities and considerations that could result in one of the below definitions 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 Factors 1, 2, 4, and 5 (Technical Approach, Program Management Plan, Integrated Logistics Support, and Small Business Commitment) will be rated considering risk in conjunction with the strengths, weakness, significant weaknesses, and deficiencies in determining the ratings. The ratings are as follows:

OUTSTANDING: The 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: The proposal meets requirements and indicates a thorough approach and understanding of the requirements. The proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.

ACCEPTABLE: The 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: The 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: The proposal does not meet requirements and contains one or more deficiencies. The proposal is unawardable.

The adjectival ratings for Factor 3, Past Performance, 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.

Past Performance Confidence Ratings:

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

DEFINITIONS

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

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

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

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.

Risk: Risk is 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, or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

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)