

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   29</b>
2. AMENDMENT/MODIFICATION NO. <b>0006</b>	3. EFFECTIVE DATE <b>09-May-2016</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE <b>N00039</b> COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127		7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. <b>N00039-15-R-0030</b>
				<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) <b>18-Mar-2015</b>
					10A. MOD. OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this Amendment is to:  See the following pages.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  <b>09-May-2016</b>

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been modified:

## GENERAL INFORMATION

## AMENDMENT 0006 –

1. Open/continue discussions with Offerors in the Competitive Range.
2. Revise Section B to delete Clause 5252.232-9200.
3. Revise Section G Clause 252.232-7006 WAWF Instructions and Clause 5252.201-9201 Designation of COR to update contact information.
4. Revise Section H Clause 5252.216-9216 Procedures For Issuing Orders to update contact information.
5. Revise Section I to add new Clauses 252.203-7997 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2016-O0003) and 252.239-7010 Cloud Computing Services.
6. Revise Sections H, I and Section K to incorporate the most recent versions of numerous clauses and provisions already included in this solicitation.
7. Revise Section K to add new Provision 252.203-7996 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements —Representation (DEVIATION 2016-O0003).
8. Revise Section L to add new Provision 252.204-7008 Compliance With Safeguarding Covered Defense Information.
9. Revise Section L Provision L-317 to update sections 1.1.2 Proposal Format table, 2.1.1 PTO 0001 submission instructions, 2.1.3 Past Performance submission instructions, and 2.3(c) to add Section B. Revisions are indicated in bold.
10. Revise Section L Provision L-335 Estimated Date of Award to 1 August 2016.
11. Revise Section M Provision M-307 the Cost/Price Evaluation section, by removing *Technical Price Realism Analysis* from subparagraphs (b)(1)(i)(d) for the IDIQ cost proposal and (b)(2)(i)(c) for the PTO 0001 cost proposal, and adding bullet (3) *Relationship of IDIQ and PTO 0001 Cost Evaluations*. Revisions are indicated in bold.

## AMENDMENT 0005 –

1. Open/continue discussions with Offerors in the Competitive Range.
2. Update existing Clauses 252.232-7006 and 252.204-7007 to their latest versions.
3. Add new Section I Clauses 252.227-7030, 252.227-7037, 252.227-7038 and 252.246-7001.
4. Revise Section L, Provision L-335, Estimated Effective Award Date.

## AMENDMENT 0004 –

1. Provides revised versions of Attachment 1 – IDIQ PWS, dated 30 April 2015; and Attachment 2 – PTO#1 PWS, dated 30 April 2015 (on NESI Website). Revisions were made as detailed in Q&A set #6.

## AMENDMENT 0003 –

1. Provides revised versions of PWS Attachments 1 and 2 (on NESI website). Revisions were made as detailed in Q&A Sets #4 and #5.
2. Revises Clause 52.216-19.

## AMENDMENT 0002 –

1. Provides revised versions of PWS Attachments 1 and 2 (on NESI website). Revisions were made as detailed in Q&A Sets #2 and #3.
  2. Extends the proposal due date of the solicitation to 07 May 2015.
  3. Revises Clause 52.211-8.
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AMENDMENT 0001 – Providing revised versions of Attachment 1 – IDIQ PWS and Attachment 2 – PTO#1 PWS (on NESI website)

The following revisions have been made to both Attachment 1 and Attachment 2:

1. Removed all references to SAE GEIA-STD-0007
2. Added references to STS User Guide. STS user's guide has also been uploaded to the NESI website.
3. Added MIL STD 461F to the GFI list (and on the NESI website).
4. Added a "Available on Public Domain" column to the GFI table.

#### SECTION A - SOLICITATION/CONTRACT FORM

The standard size code 750 has been added.

#### SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been deleted:

5252.232-9200 Allotment of Funds (Jan 1989) OCT 2006

#### SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

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

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

TO BE DETERMINED ON INDIVIDUAL TASK ORDERS

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

TO BE DETERMINED ON INDIVIDUAL TASK ORDERS

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	SEE BLOCK 12
Issue By DoDAAC	N00039
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	_____
Ship From Code	Not applicable
Mark For Code	Not applicable
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
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.

[lindsay.taelman@navy.mil](mailto:lindsay.taelman@navy.mil), [sharon.jordan@navy.mil](mailto:sharon.jordan@navy.mil), [editha.yangco@navy.mil](mailto:editha.yangco@navy.mil)

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

Not applicable

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

(End of clause)

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

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

##### CONTRACTING OFFICER REPRESENTATIVE

Name: Sharon Jordan

Code: PEO C4I / PMW 150

Address: 4301 PACIFIC HIGHWAY, SAN DIEGO, CA 92110

Phone Number: 619-524-7236

E-mail: [Sharon.jordan@navy.mil](mailto:Sharon.jordan@navy.mil)

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

(End of clause)

The following included by reference have been revised:

252.204-0006

Line Item Specific: Proration

SEP 2009

#### SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

5252.216-9216 PROCEDURES FOR ISSUING ORDERS (JUN 2009)

(a) *Ordering*. This is a FPI/CPFF/FFP/Cost-only type contract for Link 11 and Link 22 Data Terminal Sets Development and Production contract. Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. Supplies or services to be furnished under this contract shall be furnished by the issuance of delivery or task orders on DD Form 1155. Orders shall be placed by the Ordering Officers Mr. Mark Schweer, Ms. Editha Yangco, or Mrs. Lindsay Taelman. Delivery or task orders shall contain the information in paragraph (b) below:

(b) *Ordering Procedures*. (1) Delivery or task orders issued shall include, but not be limited to, the following information:

- (a) Date of Order
- (b) Contract, order number and requisition number
- (c) Appropriation and accounting data
- (d) Description of the services to be performed
- (e) Description of end item(s) to be delivered
- (f) DD Form 254 (Contract Security Classification Specification), if applicable
- (g) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract
- (h) Exact place of pickup and delivery
- (i) The inspecting and accepting codes (as applicable)
- (j) Period of time in which the services are to be performed
- (k) For each applicable labor category, estimated number of labor hours required to perform the order
- (l) The estimated cost plus fixed fee or ceiling price for the order
- (m) List of Government-furnished material and the estimated value thereof, if applicable
- (n) Delivery date

(2)(a) Pursuant to the clause at 52.216-18, Ordering, incorporated into this contract in Section I, the Government may issue orders orally, by facsimile, or by electronic commerce methods including, but not limited to, sending the orders by e-mail to the contractor.

(b) Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within two working days. Oral orders placed under this contract shall not exceed 3,000.

(c) *Modification of Delivery/Task Orders*. Delivery/Task orders may be modified by the ordering officer. Modifications to delivery/task orders shall include the information set forth in paragraph (b) above, as applicable. Delivery or task orders may be modified orally by the ordering officers in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order. The Contractor shall acknowledge receipt of any delivery or task order within one working day after receipt thereof.

(d) *Ceiling Price*. The cost plus fixed fee or ceiling amount for each delivery/task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the delivery/task order.

(e) *Unilateral Orders*. Delivery or task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

(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.

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

## (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 POV 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)**

## SECTION I - CONTRACT CLAUSES

The following have been added by reference:

252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2016-00003)(OCT 2015)	OCT 2015
252.239-7010	Cloud Computing Services	AUG 2015

The following included by reference have been revised:

52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2013-00014)	OCT 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer Products - Alternate I	JUN 2014
52.230-2	Cost Accounting Standards	MAY 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
252.203-7004	Display of Fraud Hotline Poster(s)	JAN 2015
252.204-7012	Safeguarding of Unclassified Controlled Technical	AUG 2015

	Information	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By DEC 2014 The Government of a Country that is a State Sponsor of Terrorism	
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7021	Trade Agreements--Basic (Nov 2014)	NOV 2014
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2010

The following included by full text have been revised:

252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-00016) (SEP 2015)

(a) The Contractor shall—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management at [www.sam.gov](http://www.sam.gov) —

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to—

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

The following have been added by full text:

**252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)**

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

The following have been modified:

**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

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

(2) The small business size standard is 750.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

( ) Paragraph (d) applies.

( ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

X (i) 52.204-17, Ownership or Control of Offeror.

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

The following included by reference have been revised:

252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010
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The following included by full text have been revised:

## 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

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 \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

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

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

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

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

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

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

\* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under 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 \$50 million or more.

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with 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)

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been added by reference:

252.204-7008 Compliance With Safeguarding Covered Defense Information DEC 2015 Controls

The following have been modified:

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

#### 1. PROPOSAL REQUIREMENTS

##### 1.1 PROPOSAL ORGANIZATION, FORMAT, AND CONTENT

###### 1.1.1 Proposal Organization

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

Volume I: Technical Proposal Volume  
Volume II: Cost/Price Proposal Volume  
Volume III: Contract Documents Volume

###### 1.1.2 Proposal Format

The Offeror's proposal volumes shall include the following:

<b>VOLUME</b>	<b>SECTION L REFERENCE</b>	<b>PAGE LIMIT</b>
<b>I. TECHNICAL PROPOSAL</b>		
<b>Factor 1 – Prospective Task Order 0001</b>		25 pages total (Exclusive of a)WBS, b)IMP, c)IMS, and d) BOEs)
<b>Factor 2 – Technical Approach for Production and Sustainment</b>		25 pages total
<b>Factor 3 – Past Performance</b>		3 pages total per reference (Exclusive of CPARS evaluations)
<b>Factor 4 – Small Business Subcontracting</b>		No page limit
<b>II. COST/PRICE PROPOSAL</b>		No page limit

<b>III. CONTRACT DOCUMENTS</b>	No page limit
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### 1.1.3 Proposal Format Content

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

Proposals shall 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.

## 2. PROPOSAL VOLUMES

### 2.1 VOLUME I - TECHNICAL PROPOSAL

Offeror shall provide the following information to support the Government's evaluation of the offeror's technical proposal.

#### 2.1.1 Prospective Task Order (PTO) 0001 (Evaluation Factor 1)

The response to this factor may be awarded as a task order to the Offeror who is awarded the basic IDIQ contract. See RFP Attachment 2 for the Performance Work Statement (PWS) for this prospective task order. The Offeror shall propose its technical solution to PTO 0001. The solution shall include the following:

Solution Description and Maturity:

- The Offeror shall describe its proposed solution and how it will meet the threshold and objective requirements described in Section 3.1 of the PTO 0001 PWS.
- The Offeror shall describe their rationale for choosing the proposed solution and the development that remains to be done, as of the proposal submission date, separately detailed for all software, hardware, and documentation, to achieve PTO 0001 PWS threshold and objective requirements.
- The Offeror shall provide their assessment of the Technology Readiness Level (TRL) of the proposed solution, as of the proposal submission date, separately detailed by software, hardware, documentation and production/test facilities. TRL definitions are available at <http://www.acq.osd.mil/ddre/publications/docs/tra2011.pdf>

Work Breakdown Structure (WBS), Integrated Master Plan (IMP), Integrated Master Schedule (IMS), and Basis of Estimate (BoE):

The Offeror's proposed solution to PTO 0001 shall be reflected throughout the WBS, the IMP and the IMS. The Offeror shall provide a WBS and an IMS in accordance with CDRL A005, and an Integrated Master Plan (IMP) in accordance with CDRL A007. **The Offeror shall submit a Basis of Estimate to the third level of the WBS.**

#### 2.1.2 Technical Approach to Production and Sustainment (Evaluation Factor 2)

The response to this factor is intended discuss the Offeror's production and sustainment capabilities over the ten-year period of performance of this prospective contract. See RFP Attachment 1 for the overarching PWS for this IDIQ contract. The Offeror shall propose its technical approach to the items described in the following paragraphs.

**Production:**

- The Offeror shall describe their DTS production capacity; to include the maximum number of units that can be produced in a given timeframe and the minimum number of ordered units that would ideally be needed to maintain the production line.
- The Offeror shall describe their pre-shipment testing procedures.
- The Offeror shall describe the delivery timeframe for the DTS units from date of order to shipment; to include any variations due to size of order.
- The Offeror shall describe the production impact(s) on both capacity and delivery timeframe should there be large periods of time between orders.

**Sustainment:**

- The Offeror shall describe the proposed warranty for DTS production units.
- The Offeror shall describe the estimated Mean Time Between Failure (MTBF) of DTS production units.
- The Offeror shall provide the Lowest Replaceable Units (LRUs) within the system architecture.
- The Offeror shall describe their approach to incorporate their Built In Test (BIT) processing failure analysis/troubleshooting to include fault detection, fault isolation, and false alarm rate. The Offeror shall describe how its design approach minimizes the logistics footprint while supporting an Organizational to Depot maintenance concept, to include commonality of components within the system, and modularity of the system.
- The Offeror shall describe their facilities and approach to providing out of warranty repairs, as described in the PWS, including projected repair timeframes for anticipated failures.
- The contractor shall describe their approach for identifying, controlling, and reporting diminishing manufacturing sources and obsolete technologies throughout the ten-year period of performance. The Offeror shall describe their approach to providing solutions to address obsolescence issues.

**2.1.3 Past Performance (Evaluation Factor 3)**

Offerors shall complete and submit up to five (5) Relevant Experience Forms for contracts or orders executed over the past five years. (See RFP Attachment 5; three (3) pages maximum (form plus 2) for each experience; total maximum of 15 pages. Contractor Performance Assessment Rating System (CPARS) do not have a page limitation and shall be submitted as described below. Offerors shall demonstrate corporate experience they consider most relevant to the tasks described in the PWS(s). The Government considers the below types of experience relevant to this solicitation. (listed in descending order of relevance):

- Tactical Command and Control network systems
- Command, Control, Communications, Computers and Intelligence (C4I) systems for U.S. Navy applications
- C4I systems for U.S. Department of Defense (DoD) applications
- C4I systems for foreign military applications

If available, Offerors shall submit the most recent CPARS evaluation for each of the experiences identified above. If CPARS evaluations are unavailable, Offerors shall submit one (1) Past Performance Questionnaire, provided as RFP Attachment 6, to each of the customers cited on the Relevant Experience Form, ensuring that the customer's contact information (Block 9a/9b) is accurate. Offerors shall request that the customer complete and submit the form via an email attachment to **Lindsay Taelman at lindsay.taelman@navy.mil**. The completed Past Performance Questionnaire should be received by the Government not later than the proposal due date and time. However, the Government may consider past performance information received after this date and time. The Government reserves the right to contact references for verification and/or additional information.

**2.1.4 Small Business Contracting (Evaluation Factor 4)**

Large Business Offerors shall discuss their approach to ensuring that at least 35% of the subcontracted amount of their proposal represents awards to Small Business Concerns consistent with the following desired SPAWAR Subcontracting Goals:

<b>Small Business Categories</b>	<b>SPAWAR Subcontracting Goals (Based on % of subcontracted amount)</b>
Total Small Business (includes the below)	35%
Small Disadvantaged Business	5%
Woman-Owned Small Business	5%
HUBZone	3%
VOSB	3%
SDVOSB	3%

Large Business Offerors shall describe the principal types of services to be subcontracted and how this approach provides meaningful work to each proposed Small Business subcontractor. They shall provide the applicable cage code for each proposed Small Business subcontractor to be used for verification of their Small Business size and socio-economic category.

Large Business Offerors shall also describe the extent to which their company has previously met small business subcontracting goals on other contracts/orders and the extent to which the Offeror timely paid its small business subcontractors. Where available, the two (2) most recently filed Individual Subcontractor Reports (ISRs), for each Prime contract listed in Factor 3, Past Performance shall be submitted. If ISRs are unavailable, Offerors may submit other documentation to establish their record of Small Business goal achievement. ISRs for proposed subcontractor experiences listed in Factor 3 are not required.

## 2.2 VOLUME II - COST/PRICE

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

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

b. Provide information described below:

(1) The offeror shall submit as part of this volume two (2) separate and complete cost proposals. One cost proposal shall be for the Basic Indefinite Delivery Indefinite Quantity (IDIQ) Contract, and one cost proposal shall be for the PTO 0001.

(2) General Instructions for both PTO 0001 and IDIQ contract cost proposals –

a) Information relating to the Cost Proposals shall not be included in Volume I, Technical Proposal. Information provided must be consistent with the Offeror's disclosed accounting practices. Cost proposals shall be complete and detailed cost breakdowns and shall include all elements of cost and such other data as considered appropriate to support your proposal. See FAR Part 15 Table 15-2. The Offeror shall use RFP Attachment 7 – "Prime Pricing Model" for both the PTO 0001 and IDIQ cost proposals. For the PTO 0001 cost proposal, the offeror shall remove any unnecessary CLIN worksheets. The file shall be submitted in Microsoft Excel (compatible with 2007) with formulas and computations intact. All Subcontractors shall submit cost proposals using RFP Attachment 8 – "Subcontractor Pricing Model". The file shall be submitted in Microsoft Excel (compatible with 2007) with formulas and computations intact. The cost proposals and accompanying narrative shall address the following:

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

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

d) Direct Materials and other direct costs shall be listed in the proposal with a full breakout in terms of description, quantity, unit price, compliance with required Government Sources of Supply, air travel, lodging, and per diem rates estimated, identification of Commercial Off-The-Shelf (COTS) items where they can be used with description of commercial warranty proposed, provide terms of the COTS warranty and license agreements, and identification of sources of supply.

e) Cost of Money (COM), Fee and Data; if COM is proposed, the Offeror shall submit a completed DD Form 1861 entitled "Contract Facilities Capital Cost of Money" and Form CASB-CMF "Facilities Capital, Cost of Money Factors Computation." Documentation supporting the computations shall be submitted with the forms. Similarly, all components of proposed fee shall be itemized and the base to which each component is applied shall be identified. Data is not separately priced, however, the costs associated with producing the Contract Data Requirements List (CDRL) items shall be included in the supporting CLINS.

f) Supporting Price Information – The offeror shall submit supporting price information for its proposed solution in such a clear and concise manner as to enable the Government to determine the proposed Firm Fixed unit price of each DTS unit and spares to be fair and reasonable. Acceptable forms of supporting price information are recent (within the previous three years) Government contracts, purchase orders, or other purchasing documents listing the Firm Fixed unit Price of the system and spares providing functionality that most closely approximates the Government's requirements under this RFP, that was previously produced and sold by the offeror. If no units or spares approximating the Government's requirement under this RFP have been previously produced and sold, the offeror shall state such in their cover letter.

(3) IDIQ Basic Contract Cost Proposal – Offerors shall breakout their cost proposal for the IDIQ Basic Contract by CLIN. The offeror shall propose the following CLINS:

a) CLIN 0100 – CLIN 0100 shall include all non-recurring engineering (NRE) costs associated with the production and delivery of two (2) Engineering Design Models (EDM) in accordance with the requirements found in Attachment 2 (SOW for PTO 0001). This CLIN shall also include all labor required to address any obsolescence concerns identified while pricing CLIN 0200. Offerors shall propose a Fixed Price Incentive (Firm Target) pricing type for this CLIN.

b) CLINs 0200 and 1200 – Offerors shall propose a Firm Fixed Price for each unit. It is anticipated that multiple orders may be placed for these units during the contract ordering period. For the instant IDIQ contract, the Offeror shall propose a firm fixed unit price and an extended amount based on the maximum potential quantity identified in Section B. Should unit prices vary based on the number of units ordered (Economic Purchase Quantity (EPQ)), Offerors shall include the unit prices at each EPQ in Attachment 7, with the Cost Proposal demonstrating the unit price at each EPQ.

c) CLINs 0300 and 1300 - It is anticipated that Task Orders for services under these CLINs will be awarded during the period of performance. Requests for Proposal of such future orders will include a PWS detailing the type and extent of services required. For the instant IDIQ contract, the Offeror shall propose labor costs in accordance with the Government estimate of future Level of Effort (LoE) by labor category. Costs shall be totalled or 'rolled up' to the CLIN level. The LoE provided below is for proposal purposes only. Actual contract performance may vary from this estimate. Accordingly, the Government cannot guarantee the contractor will perform either the estimated quantities of staff hours shown for individual labor categories or the total estimated staff hours. In the event that the Offeror's labor category designations do not align precisely with the Government

labor category designations, Offerors may use their own labor category designations and provide a cross reference to the Government labor categories. The Government's estimate of annual LoE, by labor category, is provided in the table below.

<b>LABOR CATEGORY</b>	<b>Base Period</b>	<b>Option Period</b>	<b>Total Hours</b>
Contracts	500	500	1000
Finance	500	500	1000
Subcontracts Manager	150	150	300
Program Manager	800	800	1600
Logistician	1440	1200	2640
Warehouse Employee	1200	1200	2400
Technician I	1680	1440	3120
Technician II	1680	1440	3120
Technical Writer	1440	1200	2640
Draftsman	1680	960	2640
Software Programmer I	1680	1200	2880
Software Programmer II	1680	1200	2880
Sr. Engineer	1680	1440	3120
Engineer I	1680	1440	3120
Systems Engineer	960	960	1920
Electronic Assembler	1440	1200	2640

d) CLINs 0400 and 1400 - It is anticipated that task orders for travel and consumables under this CLIN will be awarded during the the Period of Performance. Requests for Proposal of such future orders will include a SOW or PWS detailing the types and extent of ODCs required. For the instant IDIQ contract, the Offeror shall propose a 'lump sum' cost exactly in accordance with the Government estimate provided in the table below. This amount shall be INCLUSIVE of any and all applicable burdens, which will require the offeror to independently calculate the amount of ODCs and applicable burdens to enable the offeror to propose the ODC amount below, (e.g. \$575,000 ODCs + \$50,000 Offeror's Burdens = \$625,000). This estimate is for proposal purposes only and the Government cannot guarantee the total estimated amount will be utilized during contract performance. Failure of ODC amounts to materialize during actual contract performance, or conversely if exceeded, shall not constitute a constructive change or breach of the contract. ODCs shall not be fee bearing, this is a cost-only CLIN.

	<b>0400</b>	<b>1400</b>	<b>Total Amount</b>
<b>ODCs</b>	\$312,500	\$312,500	\$625,000

e) CLINs 0500 and 1500 – This CLIN is Not Separately Priced (NSP). Hence, the cost proposal shall not list costs for this CLIN. Any costs associated with producing the CDRL items shall be included in the other supporting CLINs, as discussed above for the period of performance.

f) CLINs 0600 and 1600 – It is anticipated that orders for DTS Field Change Kits (FCK) under this CLIN will be negotiated on an as needed basis at the delivery order level, during the duration of this contract.

Requests for Proposal of such future orders will identify the types and quantities of FCKs required, requesting a FFP per FCK. As it is impossible to estimate the types and quantities of FCKs the Government may order over the period of performance, a 'lump sum ceiling' amount shall be proposed for this CLIN exactly as listed below, inclusive of burdens.

	<b>0600</b>	<b>1600</b>	<b>Total Amount</b>
<b>Field Change Kits</b>	\$1,000,000	\$3,000,000	\$4,000,000

g) CLINs 0700 and 1700 – It is anticipated that delivery orders for DTS production spares under this CLIN will be awarded during the based period (CLIN 0700) and the option period (CLIN 1700). Requests for Proposal of such future orders will identify the types and quantities of spares required. The offeror shall propose a firm fixed unit price for each proposed spare item, and using Attachment 7, provide a listing of all necessary spares for the period of performance of this contract, broken out down to the Lowest Replacement Unit (LRU) separately by the base period and the option period. Should unit prices vary based on the number of units ordered (Economic Purchase Quantity (EPQ)), Offerors shall include the unit prices at each EPQ in Attachment 7, with the Cost Proposal demonstrating the unit price at each EPQ. These listings shall be incorporated into the resultant contract. As it is impossible to estimate the types and quantities of spares the Government may order over the period of performance, a 'lump sum ceiling' amount shall also be proposed for this CLIN exactly as listed below, inclusive of burdens.

	<b>0700</b>	<b>1700</b>	<b>Total Amount</b>
<b>Spares</b>	\$1,125,000	\$1,550,000	\$2,675,000

(4) PTO 0001 Cost Proposal – Offerors shall breakout their cost proposal for PTO 0001 by CLIN. For PTO 0001, the offeror shall propose the following CLINs:

a) CLIN 0100 – PTO 0001 will order the entirety of CLIN 0100 which will include all non-recurring engineering (NRE) costs associated with the production and delivery of the two (2) Engineering Design Models (EDM) in accordance with Attachment 2 (SOW for PTO 0001). This CLIN shall also include all labor required to address any obsolescence concerns identified while pricing CLIN 0200. Offerors shall propose a Fixed Price Incentive (Firm Target) pricing type for this CLIN.

b) CLIN 0200– Offerors shall propose a Firm Fixed Price for each unit. PTO 0001 will be ordering sixteen (16) production units under this CLIN. The Offeror shall propose a firm fixed unit price and an extended amount based on the sixteen (16) units. Should unit prices vary based on the number of units ordered (Economic Purchase Quantity (EPQ)), Offerors shall include the unit prices at each EPQ in the cost proposal, which shall match exactly the amounts specified in the Basic IDIQ cost proposal. The PTO 0001 Cost Proposal shall demonstrate the unit price at each EPQ.

c) CLIN 0400 – PTO 0001 shall include travel and consumables under this CLIN and are identified in the PTO 0001 PWS. ODCs shall not be fee bearing, this is a cost only CLIN.

d) CLIN 0500 – This CLIN is Not Separately Priced (NSP). Hence, the cost proposal shall not list costs for this CLIN. Any costs associated with producing the CDRL items shall be included in the other supporting CLINs above.

## 2.3 VOLUME III, CONTRACTUAL

a. Proposal Cover Letter with any exceptions to the RFP. The proposal shall be accompanied by a letter of transmittal prepared on the offeror's letterhead stationery and signed by an individual authorized to bind the company to the proposal. The cover letter shall identify all enclosures being transmitted as part of the proposal.

The letter shall reference the RFP number and acknowledge that it transmits an offer in response to the RFP. The Offeror shall indicate in the cover letter that the proposal is in compliance with each requirement of the RFP. Any exceptions taken to the requirements of the RFP or additional considerations shall be listed in the cover letter. The letter must provide the offeror's point of contact for questions or clarifications regarding the proposal.

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

c. Sections B- K Filled in by Offeror. Fill-in clauses shall be completed and returned with the proposal. Special attention is directed to Section K Clause 252.227-7017 Identification and assertion of use, release or disclosure restrictions (JUN 1995). In addition to the other Section K provisions to be filled in, this provision must be signed and returned to the Government even if no rights are asserted. A separate assertion shall be provided for PTO 0001.

d. Subcontracting Plan, if applicable. Small business prime offerors are not required to submit a subcontracting plan. Large business prime offerors are required to submit a subcontracting plan. Proposal Volume I, Evaluation Factor 4, will draw a certain subset of information from the Subcontracting Plan. However, the Subcontracting Plan is broader than this evaluation factor and is also used to determine the offeror's responsibility. Offeror's only need to submit the Subcontracting Plan once, in Volume III.

e. Responsibility Information. Offerors shall submit the following information as part of their proposal:

(1) Information regarding the general financial condition of the Offeror's firm and specific plans for financing the proposed contract. If Offerors are currently being audited, or have been audited by the Defense Contract Audit Agency (DCAA), they shall provide the address, current telephone number, and current point of contact for the cognizant DCAA and the cognizant Defense Contract Management Agency (DCMA) office. Also Offeror's shall include the most recent FPRP audit status, (e.g., date of most recent audit, findings, etc.) and the most recent financial capabilities audit, if performed.

(2) A summary of the Offeror's:

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

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

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

(d) Quality assurance programs.

(e) Equipment and facilities relative to this effort.

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

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

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

(End of provision)

L-335 ESTIMATED EFFECTIVE AWARD DATE (DEC 1999)

For Bidding/Proposal purposes the estimated effective date of contract award is 01 August 2016.

(End of provision)

## SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:

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

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

(b) Proposals will be rated and ranked on the evaluation factors listed below. Although the technical factors when combined are more important than cost, cost is an important factor and should be considered when preparing responsive proposals. The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the Offerors within the competitive range are considered essentially equal in terms of technical capability, or when cost is so significantly high as to diminish the value of the technical superiority to the Government, cost may become the determining factor for award. In summary, cost/technical trade-offs will be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation factors.

(c) The technical evaluation factors listed below are in descending order of importance. When combined, the non-cost (technical) factors are more important than cost.

- Technical Evaluation Factors
  - Factor 1: Prospective Task Order 0001
  - Factor 2: Technical Approach to Production and Sustainment
  - Factor 3: Past Performance
  - Factor 4: Small Business Subcontracting
- Cost/Price

### **THE GOVERNMENT WILL EVALUATE THE ABOVE FACTORS AS FOLLOWS:**

#### **a. Technical Evaluation Factors**

The Government will evaluate the below factors utilizing the DoD’s Source Selection Procedures Guide dated March 2011. The Government will evaluate factors 1, 2, and 4 utilizing the combined technical/risk ratings (i.e. Outstanding, Good, Acceptable, Marginal and Unacceptable) and definitions. The Government will evaluate factor 3 utilizing the past performance definitions, including relevancy ratings, quality ratings and performance confidence assessment ratings.

#### **FACTOR 1 – PTO 0001**

The Government will evaluate the extent to which the Offeror's proposed solution demonstrates technical maturity. Accordingly, greater evaluation credit will be assigned to solutions already meeting most of the threshold/objective requirements than to those requiring significant additional development. Similarly, greater evaluation credit will be assigned to solutions meeting threshold/objective requirements that can be delivered more quickly than to those requiring significantly more time to deliver. The Government will **perform a technical analysis of the proposed types and quantities of ODCs and labor to determine whether the proposed resources are consistent with the proposed solution.**

#### **FACTOR 2 – TECHNICAL APPROACH TO PRODUCTION AND SUSTAINMENT**

The Government will evaluate the extent to which the Offeror's proposed approaches to production and sustainment are likely to lead to successful program outcomes over the ten-year period of performance.

#### **FACTOR 3 – PAST PERFORMANCE**

The past performance evaluation will result in an assessment of the Offeror's probability of meeting the solicitation requirements. The past performance evaluation will consider each Offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the requirements of this contract. There are two aspects to the past performance evaluation. The first is to evaluate the Offeror's past performance to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through this source selection. The second aspect of the past performance evaluation is to determine how well the contractor performed on prior experiences. This quality assessment will be made on the basis of CPARS or Past Performance Questionnaires (PPQs) submitted with the proposal, though in accordance with FAR 15.305(a)(2), the Government may consider past performance information from any other appropriate source. At the factor level, one performance confidence assessment rating will be assigned for each Offeror based on an evaluation of the merit of all individual experiences' relevancy and quality combined. If the Offeror's past performance information is unavailable or the Offeror has no record of relevant Past Performance, the Offeror will not be evaluated favorably or unfavorably on Past Performance.

#### **FACTOR 4 – SMALL BUSINESS SUBCONTRACTING**

Small Business Prime Offerors will receive the 'highest rating' for this factor (FAR 15.305(a)(5)).

For Large Business Offerors, the Government will evaluate the extent to which the offeror's proposed small business subcontracting approach meets SPAWAR's desired small business subcontracting goals. The Government will evaluate the extent to which the proposed approach demonstrates meaningful participation by each subcontractor. The Government will evaluate the extent to which Offerors have met small business subcontracting goals on prior contracts/orders and the extent to which subcontractors have been timely paid. The Government may consult various sources, including CPARS evaluations, PPQs, the Past Performance Information Retrieval System (PPIRS) and Electronic Subcontracting Reporting Systems (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 Factor 3, Past Performance.

#### **b. Cost/Price Evaluation**

##### **(1) IDIQ Contract Cost Proposal**

i. Cost Realism Analysis will be performed on the cost proposal to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offeror's technical proposal. The Government may utilize various analyses to conduct this realism evaluation including, but not limited to, (a) verify the proposed rates against DCAA recommended rates, or in the absence thereof, against market rates established as a result of statistical analysis and/or market survey data; (b) assess proposed escalation rates against available indices or marketplace information; (c) verify the offeror's proposed Level of Effort/Labor Mix is consistent with the technical proposal. Proposed costs for cost reimbursement CLINs may be adjusted, for purposes of evaluation, based upon the results of the cost realism analysis and the resulting realistic cost estimate used in the evaluation. This is a competitive procurement, and because in a competitive environment an Offeror is incentivized to propose the lowest possible price, downward cost realism adjustments will generally not be made. However, when cost realism analysis indicates that a proposed cost is unrealistically low, an upward adjustment may

be made based on the Government's best estimate of the cost the Offeror will incur for that cost element. (d) Firm Fixed Price CLINs will be subject to price analysis only. The evaluated cost/price will be the following for each CLIN:

- The total evaluated price for CLIN 0100 will be the proposed target price (target cost plus target profit).
- The evaluated price of CLINs 0200 and 1200 will be the unit price for an order of one (1) FFP unit multiplied by the total estimated quantity of units specified in Section B.
- The evaluated price for CLINs 0300 and 1300 will be determined by adding the estimated costs and fixed fees. The proposed estimated cost will be adjusted by the Government for cost realism, where appropriate. The evaluated cost will be added to the proposed fee and used to determine the evaluated price.
- The evaluated price for CLINs 0400 and 1400 will be the Government CLIN ceilings provided.
- The evaluated price of CLINs 0600 and 1600 will be the proposed FFP for the CLINs.
- The evaluated price for CLINs 0700 and 1700 will be the proposed FFP for the CLINs.

ii. For CLIN 0100, A more competitive share ratio or price ceiling ratio, or a combination thereof, may be considered in a potential trade-off analysis.

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

(2) PTO 0001 Cost Proposal –

i. Cost Realism Analysis will be performed on the cost proposal to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offeror's technical proposal. The Government may utilize various analyses to conduct this realism evaluation including, but not limited to, (a) verify the proposed rates against DCAA recommended rates, (b) Proposed costs for cost reimbursement CLINs may be adjusted, for purposes of evaluation, based upon the results of the cost realism analysis and the resulting realistic cost estimate used in the evaluation. This is a competitive procurement, and because in a competitive environment an Offeror is incentivized to propose the lowest possible price, downward cost realism adjustments will generally not be made. However, when cost realism analysis indicates that a proposed cost is unrealistically low, an upward adjustment may be made based on the Government's best estimate of the cost the Offeror will incur for that cost element. (c) The Firm Fixed Price CLIN will be subject to price analysis only. The evaluated cost/price will be the following for each CLIN:

- The total evaluated price for CLIN 0100 will be the proposed target price (target cost plus target profit).
- The evaluated price of CLIN 0200 will be the proposed firm fixed price for all sixteen (16) units.
- The evaluated price for CLIN 0400 will be the total costs proposed by the offeror.

ii. For CLIN 0100, A more competitive share ratio or price ceiling ratio, or a combination thereof, may be considered in a potential trade-off analysis.

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

(3) **Relationship of IDIQ and PTO 0001 Cost Evaluations**

**The IDIQ and PTO 0001 cost proposals will be evaluated as detailed above. The evaluation results of both will be considered as part of the best value, trade-off analysis. The IDIQ cost proposal is based on a general/overarching PWS with meaningful portions of the proposed costs having been specified by the Government in the RFP as estimated 'ceiling' amounts or projected level of effort. Conversely, the PTO 0001 cost proposal is based on a clearly defined PWS with all costs proposed by the Offeror to meet a specific requirement. Accordingly, the closer evaluated IDIQ costs are to each other, the more importance will be placed on PTO 0001 evaluated costs.**

c. General Evaluation Principles

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 DCAA, DCMA 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. Subjective judgment on the part of the Government evaluators is implicit in the entire process.

(End of provision)

(End of Summary of Changes)