

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 72		
2. CONTRACT NO.		3. SOLICITATION NO. N00039-14-R-0221	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 12 Nov 2014	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:	
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		B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS		
11. TABLE OF CONTENTS								
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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 (4 copies unless otherwise specified)				
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	G-TSCMIS R3 Base Period - SW Development CPIF For delivery of G-TSCMIS Release 3 software IAW SOW		Lot		

Share Ratio Above Target: 50/50 (Government/Contractor)

Share Ratio Below Target: 80/20 (Government/Contractor)

Incentive A: Cost

Incentive B: Performance

Delivery: Date of Contract Award - 18 months

FOB: Destination

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

MINIMUM FEE

MAXIMUM FEE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 CPFF	G-TSCMIS R3 Base Period - R2 Eng Svc For post-acceptance engineering services for G-TSCMIS Release 2 PoP: Date of Contract Award - 9 months FOB: Destination		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 COST			Lot		
	G-TSCMIS R3 Base Period - ODCs Other Direct Costs for work performed under CLIN 0001 PoP: Date of Contract Award - 18 months FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 COST			Lot		NSP
	G-TSCMIS R3 Base Period - Data Data deliveries for work performed under CLIN 0001 and CLIN 0002 IAW CDRL Exhibit PoP: Date of Contract Award - 18 months FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 CPFF			Lot		
	G-TSCMIS R3 Option Period - Eng Svc For engineering services associated with the fielding of G-TSCMIS Release 3 PoP: Date of Option Exercise - 6 months FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 COST			Lot		
	G-TSCMIS R3 Option Period - ODCs Other Direct Costs for work performed under CLIN 1001 PoP: Date of Option Exercise - 6 months FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 COST			Lot		NSP
	G-TSCMIS R3 Option Period - Data Data deliveries for work performed under CLIN 1001 IAW CDRL Exhibit PoP: Date of Option Exercise - 6 months FOB: Destination				
ESTIMATED COST					

B-1 OPTION EXTENSION COSTS
 [APPLICABLE TO CLIN 1001]

In the event the Government exercises its rights to extend the order by up to six additional months pursuant to the clause at FAR 52.217-8, Option to Extend Services, such extension will be considered to have been evaluated, as its costs shall be at the rates specified for the period that is being extended.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003)
[APPLICABLE TO CLINs 0002 and 1001]

The fixed fee for work performed under this contract is \$[*Contracting officer insert the negotiated fixed fee amount*], provided that not less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to [*Contracting officer insert percentage*] 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, at the time of final payment.

(End of clause)

5252.216-9203 PAYMENT OF INCENTIVE FEE (REVISED) (JAN 1989)
[APPLICABLE TO CLIN 0001]

TARGET COST (Exclusive of Fee): \$ [*Contracting officer insert amount*].

MINIMUM FEE: \$0

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

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

SHARE RATIO: 50/50 (Government/Contractor) below Target Cost
80/20 (Government/Contractor) above Target Cost

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

Incentive fees will payable upon completion of the work contracted under CLIN 0001. CLIN 0001 represents a completion effort, which when accepted will warrant payment of the associated fee.

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

(End of Clause)

5252.216-9206 FEE DETERMINATION AND PAYMENT (OTHER THAN INDEFINITE DELIVERY TYPE
CONTRACTS) (NOV 2001)

[APPLICABLE TO CLINs 0002 and 1001]

(a) This contract required performance by the contractor in accordance with the period of performance set forth in Section F. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties.

(b) The total number of hours of direct labor (including overtime and subcontract hours, but excluding holiday, sick leave, vacation and other excused absence hours) anticipated to be expended hereunder for the option period effort from [Contracting officer insert the start date] through [Contracting officer insert the end date] is estimated to be [Contracting officer insert number of hours] hours, which quantity, as set forth herein or as expressly changed by formal modification hereto, is hereinafter referred to as the "estimated total hours." The terms of this provision shall also apply to the following option periods, if any, set forth in Section F.

(c) The contractor shall not be obligated to continue performance beyond the estimated total hours, nor shall the Government be obligated to pay fee on any hours expended in excess of the estimated total hours. Any hours expended in excess of the estimated total hours (hereinafter "excess hours") shall be excluded from all fee computations and adjustments.

(d) If, at any time during the performance of the contract, the number of direct hours (not including "excess hours") used under this contract exceeds 85% of the estimated total hours, the contractor shall immediately notify the Contracting Officer of such circumstances.

(e) If the Contracting Officer determines, for any reason, to adjust the contract amount or the estimated total hours set forth herein above, such adjustments shall be made by contract modification. In any case in which the estimated total hours is adjusted, the fee set forth herein shall be adjusted to reflect the adjustment made upon the estimated total hours, subject to the final fee adjustment provisions set forth immediately below.

(f) If, at the end of the contract term set forth above, the total number of hours utilized (excepting "excess hours") is not within 5% of the estimated total hours as then applicable, the total fee due the contractor shall be adjusted so as to be in direct proportion to the number of direct hours utilized in the same ratio of fee to the estimated total hours then set forth in the contract.

(g) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Funds".

(End of clause)

5252.232-9200 ALLOTMENT OF FUNDS (JAN 1989)

[APPLICABLE TO CLINs 0002 and 1001]

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

[Contracting officer under "Items" insert the item numbers for which incremental funding is provided and under "Allotted to Fixed Fee" insert the amount of incremental funding allocated to fixed fee]

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

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

[Contracting officer under "Items" insert the item numbers for which incremental funding is provided, under "Allotment of Cost" insert the amount of incremental funding allocated to total estimated cost, and under "Period of Performance" insert date by which funding expended]

<u>ITEM(S)</u>	<u>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

NMCARS 5237.102-90 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)
[APPLICABLE TO CLINs 0002 and 1001]

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

(End of Clause)

C-1 SPECIFICATIONS / STATEMENT OF WORK

Delivery shall be performed in accordance with the terms of this contract. Attachment 1, Statement of Work, is an extension of Section C of this contract.

The following end items constitute the final deliverables that Release 3 must contain to be considered complete:

- Computer Software Product
- Automated Information Assurance Test Tool Reports
- Software Product Specification
- Software Requirements Specification
- Software Version Description
- Software Installation Plan
- Software Test Description(s) and Report(s)
- Software User Manual
- Interface Design Description
- Software Design Description
- Other requirements as stipulated in the contract

C-2 SOFTWARE AND TECHNICAL DATA RIGHTS

Unless the Contractor provides the Government advanced notification (see Section K for any exclusions authorized at time of award) of restricted rights in computer software and technical data to be contracted, all software and technical data are to be delivered with Unlimited Government Rights as provided under the terms of DFARS 252.227-7013 and DFARS 252.227-7014 of the contract. This clause is to ensure mutual agreement of the parties with respect to all developmental software and technical data delivered and to be delivered to the Government under the contract.

C-3 MAINTENANCE OF EXHIBITS

The Contractor shall maintain current, Exhibits to the contract that provide a listing and updates thereto for 1) authorized license acquisitions from Government Sources of Supply, etc., 2) description of authorized GFI, and 3) description of engineering data, technical data, and software code by file name that has been developed as well as

contracted software and data rights, that were fully funded by the Government, under this contract. Each listing shall provide a description, quantity, unit and extended dollar amounts, license key numbers, file names for data and code, and other pertinent information. The exhibits shall be updated at a minimum upon delivery of each iteration in the base period and if required in the option, if exercised.

C-4 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of the contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

C-5 GOVERNMENT FURNISHED INFORMATION AND REUSE SOFTWARE

All GFI and reuse software requested by the contractor will be authorized by the PCO at the Government's discretion and will be provided on an as-is basis.

The Government shall retain unlimited rights to both executables and source code of all government furnished software and government furnished information regardless of any modifications to these items under this contract.

C-6 COMMERCIAL SOFTWARE LICENSES TO BE ACQUIRED BY THE CONTRACTOR

(a) Commercial software and software documentation delivered under this contract shall be subject to the terms of this contract and the governing commercial product license, to the extent the latter is consistent with Federal law and FAR 12.212, Computer Software. Notwithstanding the foregoing, the commercial product license shall apply only if a copy of the license / product key is delivered to the COR and accepted by the COR under this contract. In the event of a conflict between this clause and the commercial software product license, this clause shall govern.

(b) All software shall, as a minimum, be licensed and priced for use on a single computer or for use on any computer at the Government's hosting site.

(c) The license shall be in the name of the U.S. Government.

(d) The license shall be perpetual (also referred to as a non-exclusive, paid-up, worldwide license).

(e) Software and software documentation shall be provided with license rights no less than the rights provided with the software and the software documentation when sold to the public.

(f) The license shall apply to any software changes or new releases.

(g) Actual COTS license purchase shall follow COR approval of: quantities, license key number delivery method, manual quantities and type of media to be delivered. If not an ESI purchase, PCO approval of the proposed license terms and conditions is required. If the product is offered on ESI, purchase from an alternate source is subject to Contractor justification, and authorization by the PCO prior to purchase. Prior COR approval is required no matter which method is used to procure licenses.

(h) Any use of reuse software, shareware, or similar product requires pre-approval by the Government PCO.

DoD Enterprise Software Initiative (ESI)

In situations where the purchase of new commercial software is needed to satisfy the requirements of the contract, the contractor shall first be required to review and utilize available Software Agreements for Navy use. In the event that the software required to satisfy a particular requirement is not available to the contractor through a DoD ESI source, the contractor is authorized to obtain the software through an alternate source. The listing of COTS software available from DoD ESI sources can be viewed on the web at <http://www.esi.mil/>.

Use of Government Sources of Supply is authorized for the purposes of fulfilling the terms of this contract. The costs associated with ESI COTS software acquired in support of G-TSCMIS R3 shall be billed at cost (no fee) under the ODC CLIN(s) of this contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9200 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment 2 involves access to and handling of classified material up to and including SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer, SPAWAR 8.5, 4301 Pacific Highway, San Diego, CA 92110-3127.

(End of clause)

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

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

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

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

(End of clause)

Section D - Packaging and Marking

D-1 CDRL DELIVERY

CDRLs shall be delivered as specified in the CDRL Exhibit of this Contract.

D-2 MARKING OF SHIPMENT

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:
RECEIVING OFFICER
(Contracting Officer's Representative)
4301 Pacific Highway
San Diego, CA 92110-3127
Phone:
E-mail:

MARK FOR:
Contract #:
Item Description:
Receiving Officer Code: PMW 150

Section E - Inspection and Acceptance

E-1 CDRL INSPECTION

Following delivery of each software release (Release 3, Iterations 1 through 3), the Government shall be provided 45 calendar days for their conduct of test, inspection, and activities leading up to acceptance of the software deliverable or date of issuance of acceptance via DD Form 250, whichever occurs earlier.

E-2 CDRL ACCEPTANCE

CDRL Acceptance shall be conducted by the COR in accordance with the instructions provided in the CDRL Exhibit of this contract, and as stipulated on individual deliverables contained herein.

Changes to the contract shall not be effected by means of CDRL deliveries or Government acceptance thereof. All changes shall be authorized by the PCO in the form of a written modification to the contract.

E-3 SOFTWARE TROUBLE REPORT (STR) DEFINITIONS

Software Trouble Report (STR) priority definitions are as follows:

Priority	Definition	Impact
1 High	Prevent the accomplishment of an essential capability, jeopardize safety, security, or other requirement designated critical	Risk of inadvertent weapon launch or release of energy by warfare system, platform operations and/or communications cannot be completed as designed. A error, which prevents the accomplishment of an operational or mission essential function in accordance with official requirements, or personnel safety jeopardized
2 High	Adversely affect the accomplishment of an essential capability & no work around solution exists; adversely affect technical, cost, or schedule risks to the project or to life cycle support of the systems & no work around solution is known	Platform operations and/or communications are severely degraded, and no acceptance Tactics, Techniques, or Procedures (TTP) exist
3 Medium	Adversely affect the accomplishment of an essential capability but a work-around solution is known; adversely impacts the functions supporting an essential capability; adversely affect effectiveness, technical, cost, or schedule risks to the project or to the lifecycle support of the system, but a work-around solution is known	Problem has the potential to severely degrade platform operations or communications, but operators consider work-around acceptable
4 Low	Result in user / operator inconvenience or annoyance but does not affect a required operational or mission-essential	Platform operations and/or communications are slightly degraded but all operations may proceed

	capability; result in inconvenience or annoyance for operational or maintenance personnel but does not prevent the accomplishment of the responsibilities of those personnel	
5 Low	Any other effect	Platform operations and/or communications are not impacted but enhancement is desirable

Delivered software releases will be accepted when they meet the criteria of “Excellent”, “Very Good”, or “Satisfactory” as defined in Attachment 4, Incentive Fee Plan. Government testing will be conducted using the requirements assigned to each Release in the System Requirements Specification, Requirements Traceability Matrix, Measures of Effectiveness, and Measures of Performance.

E-4 INSPECTION AND ACCEPTANCE – DESTINATION

Inspection and acceptance of the supplies to be furnished hereunder shall be made at destination by the Contracting Officer’s Representative (COR) identified in Section G of this contract or any duly authorized representative designated by the Contracting Officer in writing.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001

52.246-16
252.246-7000

Responsibility For Supplies
Material Inspection And Receiving Report

APR 1984
MAR 2008

Section F - Deliveries or Performance

F-1 REQUIRED DELIVERY DATES / PERIODS OF PERFORMANCE

Below are the required delivery dates applicable to this contract:

Base Period/CLIN 0001 Release 3, Iteration 1 delivery is due no later than 8 months after contract award and results from non-severable work performed under CLINs 0001 and 0003.

Release 3, Iteration 2 delivery is due no later than 13 months after contract award and results from non-severable work performed under CLINs 0001 and 0003.

Release 3, Iteration 3 delivery is due no later than 18 months after contract award and results from non-severable work performed under CLINs 0001 and 0003.

The periods of performance for the following CLINs are as follows:

Base Period/CLIN 0002 Date of Contract Award – 9 months

Base Period/CLIN 0003 Date of Contract Award – 18 months

Base Period/CLIN 0004 Date of Contract Award – 18 months

Option Period/CLIN 1001 Date of Option Exercise – 6 months

Option Period/CLIN 1002 Date of Option Exercise – 6 months

Option Period/CLIN 1003 Date of Option Exercise – 6 months

Deviation from the above dates requires Contracting Officer approval.

(End of Clause)

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving JUN 2012
Reports

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

COST VOUCHER

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

SEE CLAUSE 5252.201-9201

(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	<u>N00039</u>
Issue By DoDAAC	<u>N00039</u>
Admin DoDAAC	<u>N00039</u>
Inspect By DoDAAC	<u>See Clause 5252.201-9201</u>
Ship To Code	<u>See Clause 5252.201-9201</u>
Ship From Code	<u>Not Applicable</u>
Mark For Code	<u>See Clause 5252.201-9201</u>
Service Approver (DoDAAC)	<u>See Clause 5252.201-9201</u>
Service Acceptor (DoDAAC)	<u>See Clause 5252.201-9201</u>
Accept at Other DoDAAC	<u>Not Applicable</u>
LPO DoDAAC	<u>INSERT UIC OF PAYING DFAS ACTIVITY</u>
DCAA Auditor DoDAAC	<u>INSERT DCAA DODAAC</u>
Other DoDAAC(s)	<u>Not Applicable</u>

(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.

Send Additional Email Notifications To:			
NAME	EMAIL	PHONE	ROLE
TBD			COR
Kelly Smith	kelly.m.smith@navy.mil	619-524-7351	PCO
Rema Khalife	rema.khalife@navy.mil	858-537-8514	Contract Specialist

(g) WAWF point of contact. 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:

Code:

Address:

Phone Number:

E-mail:

(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 contract includes Cost Plus Incentive Fee (CPIF), Cost Plus Fixed Fee (CPFF), Cost only, and Not Separately Priced (NSP) Contract Line Item Numbers (CLINs).

(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

H-1 ORGANIZATIONAL CONFLICTS OF INTEREST

Attention is directed to FAR Subpart 9.5 Organizational and Consultant Conflicts of Interest. Submission of an OCI Mitigation Plan is required if a conflict or potential conflict of interest is identified over the life of this contract.

(End of Clause)

H-2 TECHNICAL INSTRUCTIONS [APPLICABLE TO CLINs 0002 and 1001]

(a) Performance of work hereunder may be subject to written Technical Instructions, signed by the Contracting Officer's Representative (COR) specified in Section G of this contract. As used herein, Technical Instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details, and otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications, or technical portions of work descriptions.

(b) Technical Instructions must be within the general scope of work stated in the contract. Technical Instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the Changes clause of the contract; (3) increase or decrease the contract price or estimated amount (including fee), as applicable, the level of effort, or the time required for performance; or (4) change any terms, conditions, or specifications of the contract.

(c) If, in the opinion of the Contractor, any Technical Instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within five (5) working days after receipt of the issuance of any such instruction. The Contractor shall not proceed with the work affected by the Technical Instruction unless and until the Contractor is notified by the Contracting Officer that the Technical Instruction is within scope of the contract.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.219-9201 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 5 and is made a part of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definition.

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

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

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

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

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

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
- (2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

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

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

(End of clause)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(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)

5252.243-9600 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: Kelly Smith
ADDRESS: 4301 Pacific Highway
San Diego, CA 92110-3127

TELEPHONE: 619-524-7351

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011

52.216-10	Incentive Fee	JUN 2011
52.217-8	Option To Extend Services	NOV 1999
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	MAY 2014
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation)	SEP 2013
52.219-9 ALT II (Dev)	Small Business Subcontracting Plan (AUG 2013) Alternate II (Deviation)	SEP 2013
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data--General	MAY 2014
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment--Major Systems	MAY 2014
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995

52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUL 2014
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-5	Familiarization With Conditions	APR 1984
52.247-17	Charges	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.248-1	Value Engineering	OCT 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
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	MAR 2014
252.209-7009	Organizational Conflict of Interest--Major Defense Acquisition Program	DEC 2012
252.211-7000	Acquisition Streamlining	OCT 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.219-7003 (Dev)	Small Business Subcontracting Plan (DOD Contracts) (Deviation)	SEP 2013
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014

252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7017	Notice of Supply Chain Risk	NOV 2013
252.239-7018	Supply Chain Risk	NOV 2013
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
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.246-7001	Warranty Of Data	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

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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:

<fill-in>"Any subcontract that was not initially proposed over the simplified acquisition threshold regardless of whether the prime contractor(s) have an approved purchasing system requires the written consent of the Contracting Officer in advance."

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

For the FAR: <http://acquisition.gov/far/>

For the DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

For the NMCARS: https://acquisition.navy.mil/home/policy_and_guidance/nmcars

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense 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)

Section J - List of Documents, Exhibits and Other Attachments

- Attachment 1 Statement of Work (SOW) for G-TSCMIS Release 3
- Attachment 2 DD Form 254 Contract Security Classification Specification
- Attachment 3 Software Requirements Summary (SRS) / Requirements Traceability Matrix (RTM)
- Attachment 4 Incentive Fee Plan with Incentive Fee Calculator
- Attachment 5 Small Business Subcontracting Plan (to be added after award, if applicable)
- Attachment 6 Relevant Experience Form (to be removed at contract award)
- Attachment 7 Past Performance Questionnaire (to be removed at contract award)
- Attachment 8 Complexity / Story Points Based Template (to be removed at contract award)
- Attachment 9 SLOC Based Template (to be removed at contract award)
- Attachment 10 Cost Summary Format – Prime Offeror (to be removed at contract award)
- Attachment 11 Cost Summary Format – Subcontractor (to be removed at contract award)
- Attachment 12 Design Review Briefing Template
- Exhibit A Contract Data Requirements List (CDRL)

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
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
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 Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.227-15	Representation of Limited Rights Data And Restricted Computer Software	DEC 2007
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

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 511210.

(2) The small business size standard is \$38.5M.

(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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance – Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

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

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

(xvi) 52.225-2, Buy American 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 Certifications. This provision applies to all solicitations.

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

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

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

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

(Contracting Officer check as appropriate.)

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

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

____ (vi) 52.227-6, Royalty Information.

____ (A) Basic.

____ (B) Alternate I.

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

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

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

(End of provision)

52.209-5 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 (), have not (), 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 (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 511210.

(2) The small business size standard is \$38.5M.

(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) Representations.

(1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It () is, () is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----.] Each

WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It () is, () is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(8) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern [listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: -----.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It has, has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(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

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (AUG 2014)

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

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7001, 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) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

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

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

(2) The following representations or certifications in SAM 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) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

(End of provision)

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

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

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

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

The Contractor represents that he does, does not now employ or intend to employ any person for work under this contract who is a current civilian employee or active duty member of the United States Navy. Affirmative

representations must be fully explained in writing and attached hereto. (Include the names of such persons and the Naval activity which employs them.)

(End of provision)

K-307 CONTRACT ADMINISTRATION OFFICE (DEC 1999)

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.247-6	Financial Statement	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.209-7008	Notice of Prohibition Relating to Organizational Conflict of Interest--Major Defense Acquisition Program	DEC 2010
252.211-7001	Availability of Specifications, Standards, and Data Item Descriptions Not Listed in the Acquisition Streamlining and Standardization Information System (ASSIST), and Plans, Drawings, and Other Pertinent Documents	MAY 2006
252.211-7002	Availability For Examination Of Specifications, Standards, Plans, Drawings, Data Item Descriptions, And Other Pertinent Documents	DEC 1991
252.215-7008	Only One Offer	OCT 2013

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)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Kelly Smith at 4301 Pacific Highway, San Diego, CA 92110-3127.

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

(End of provision)

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)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

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

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

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

Volume I: Technical Proposal
Volume II: Cost/Price Proposal
Volume III: Contractual Information

Volume I	Technical Approach	Page Limit
Factor 1:	Draft Software Development Plan	40
Factor 2:	Past Performance	6
Factor 3:	Technical and Management Approaches	40
Factor 4:	Small Business Subcontracting Plan (large business Offerors only)	No Limit

Volume I Notes: (1) TOC and executive summary do not count toward the page limitation
(2) The CWBS/IMS can be separate attachments and do not count toward the page limitation
(3) Factor 2 – no more than three (3) experiences at no more than two (2) pages each, for a total of six (6) pages maximum. Attachments (CPARS/PPQs) to the Relevant Experience Form are exclusive of and do not count toward the Past Performance page limit.

Volume II	Cost/Price Proposal	Page Limit
Section B	Pricing and Supporting Documentation	No Limit

Volume II Notes: (1) The Government will review the cost information pertaining to the requirement from this volume only

Volume III	Contractual Information	Page Limit
Cover Letter, Exceptions to the RFP (if any), Signed SF33, Completed Section K Reqs & Certs, OCI Representation, and Responsibility Information		No Limit

Table 1: Proposal Outline

Volume & Section	Factor & Subject	Reference	Page Limit
I	Technical Proposal	L-317(b)(2)(A)	
I – Section A	Factor 1: Draft Software Development Plan	L-317(b)(2)(A)(i)	40
I – Section B	Factor 2: Past Performance	L-317(b)(2)(A)(ii)	6 (3 experiences at 2 pages each)
I – Section C	Factor 3: Technical and Management Approaches	L-317(b)(2)(A)(iii)	40
I – Section D	Factor 4: Small Business Subcontracting Plan (Large Business Offerors only)	L-317(b)(2)(A)(iv)	No Limit

II	Cost/Price Proposal	L-317(b)(2)(B)	No Limit
III	Contractual Information	L-317(b)(2)(C)	No Limit

OFFEROR QUESTIONS REGARDING REQUEST FOR PROPOSAL

Offerors may submit questions and request clarifications related to any aspect of this RFP. All questions shall only be provided in written form via the e-Commerce website by selecting the “Ask Question” button on the RFP posting. The Government will make available to all Offerors, via e-Commerce, all questions and requests for clarifications and any Government responses to such questions and requests for clarifications. Therefore, Offerors are instructed not to submit questions of a proprietary nature. The Government intends on posting periodic batch responses to questions. The Government may not respond to questions and requests for clarifications submitted later than 4 December 2014.

TIME AND DATE FOR RECEIPT OF PROPOSALS

The time and date for receipt of proposals (prime and sub) is **16 December 2014, 1300 PST**. 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.

(b) Format / Organization and Content

(1) Format / Organization

(A) Proposals should be submitted in accordance with the instructions contained herein. Non-conformance may cause rejection of, or the downscoring of, the proposal. An Offerors proposal is presumed to represent its best efforts to respond to the solicitation.

(B) Proposals shall be organized into the volumes and sections shown above and must adhere to the page limitations.

(C) Each volume must be separately bound and contain sufficient information to permit a detailed evaluation. Data previously submitted, if any, will not be used in the evaluation of this Request for Proposal. Previously submitted data shall not therefore be included in any proposal “by reference.” Sufficient supporting information should be provided to allow the Government to evaluate the Offeror’s approach.

(D) Proposals should be clear, concise, and complete. Organization, clarity, accuracy of information, relevance, and completeness are of key importance.

(E) Pages shall be numbered consecutively within each Section, showing volume, factor, and page. As an example, page 19 of Factor 3 of Volume I would be numbered I-3-19. Pages in the Cost volume shall be numbered consecutively. There are no factors in the Cost volume. As an example, page 62 of the cost volume would be numbered “II-62.”

(2) Content

(A) VOLUME I, TECHNICAL PROPOSAL

Offerors shall submit a technical proposal to enable the Government to make a thorough evaluation and arrive at a sound determination as to whether the proposed solution will meet the requirements of the RFP. Each technical proposal shall be specific, detailed, and complete to clearly demonstrate a thorough knowledge and understanding of

the requirements and has valid and practical solutions for contemplated technical challenges. While all technical considerations cannot be presented in each technical proposal, each proposal must demonstrate how the contractor will comply with the requirements detailed in the Request for Proposals (RFP) and Statement of Work (SOW), with a detailed explanation of planned techniques and procedures. Wherever relevant, the Offeror is encouraged to use cross-references to the applicable sections of its proposal, rather than repeating information. No cost or pricing information shall be included in the technical proposal. OFFERS THAT DO NOT PRESENT SUFFICIENT INFORMATION TO PERMIT COMPLETE TECHNICAL EVALUATION BY THE GOVERNMENT MAY BE REJECTED. Offerors shall submit any exceptions that they may have to the requirement no later than (NLT) five (5) business days prior to the time and date for receipt of proposals. If proposal submissions contain exceptions, the Government reserves the right to reject the proposal at its discretion.

Offerors shall prepare a Technical Proposal to address the four factors listed below:

(i) Section A: Factor 1 – Draft Software Development Plan (SDP)

Software Development Approach:

- Offerors shall provide a proposed Draft SDP for evaluation specifically addressing SDP paragraphs 4.1, 4.2.1, 4.2.3, 5.1-5.7, and 6A described in the SDP Data Item Description, DI-MGMT-81427A. This draft SDP will form the basis for the Final SDP to be delivered after contract award as a CDRL deliverable, subject to Government review and approval. The Draft SDP shall follow the framework of IEEE/EIA Standard 12207 regarding subject content, level of detail, and completeness. The Draft SDP shall provide a description of the proposed software development approach to meet the requirements identified in the SOW. The Offeror shall detail any planned reuse software and provide justification / rationale for its use. The Offeror shall provide a list of any Government Furnished Information (GFI) assumptions or requests. The PCO will authorize requested GFI, code, and technical data at the Government's discretion, and will be provided in as-is condition for use under this contract.
- Offerors shall include a draft CWBS. The CWBS for the Technical Proposal is unpriced, while the CWBS for the Cost Proposal will detail costs with cost element visibility. The CWBS shall correlate SOW paragraph and associated CLIN.
- Offerors shall provide an SDP Rationale to describe why the approach defined in the Draft SDP is appropriate for G-TSCMIS Release 3. The SDP Rationale shall specifically address the following:
 - o Approach to top-level logical architecture including: proposed COTS infrastructure, allocation of services to components, and cybersecurity architecture.
 - o Approach to rapid development and delivery of Release 3 capability.
 - o Approach to management and incorporation of feedback received from government during CSIT events.
 - o Description of how the technical solution demonstrates software practices that support reuse in future G-TSCMIS Releases, including identification and justification of any reuse software, third party code, or COTS licenses proposed to meet the requirements of Release 3.
- Offerors shall identify the proposed hours, skill mix, and other direct costs. This proposal detail shall reflect those resources proposed in the cost proposal, without pricing.

Process Maturity:

- Offerors shall include a description of how proposed processes are similar to those processes articulated by Software Engineering Institute's Software Acquisition Capability Maturity Model Integration (SEI SA-CMMI®) Maturity Level 3 and ISO 9001 requirements.
- Offerors shall include a description of any previous CMMI® or similar model-based process maturity appraisals performed for the organization proposed to perform the work, including an identification of the organizational entity and location where the appraisal was performed, the type of evaluation, the date of the award, and the level earned.
- Offerors shall include a description of the maturity level rating or capability level achievement profile that meets or exceeds Level 3 using a full benchmarking class of appraisal defined as a Class A appraisal.
- Offerors shall include a description of how it will ensure subcontractors used and not appraised to be at Level 3, as previously described, will follow the prime's CMMI Level 3 processes.

(ii) Section B: Factor 2 – Past Performance

Past performance is a measure of the degree to which an Offeror satisfied its customers in the past and complied with the Statement of Work (SOW) or PWS; task order/contract schedule, relevance, and task order/contract terms and conditions.

Offerors shall complete and submit three (3) Relevant Experience Forms, provided as Attachment 6. Each Offeror shall demonstrate relevant corporate experience with software development. Relevant corporate experience is experience (within the past five years) that is of the same or similar scope, of the same or similar magnitude, and of the same or similar complexity to that which is described in the SOW.

If available, Offerors shall attach the most recent CPARS evaluation for each experience identified. If CPARS evaluations are unavailable, Offerors shall provide one Past Performance Questionnaire (PPQ), provided as Attachment 7, to one of the customers cited on the Relevant Experience Form, ensuring that the references' contact information (Block 9a/9b) is accurate. The Offeror shall request that the customer fill-in the PPQ form and send the completed form as an email attachment to Rema Khalife at rema.khalife@navy.mil. The completed PPQ should be received by the Government not later than the proposal due date and time provided on Solicitation Page 1, Block 9. However, the Government may consider past performance information received after this date and time.

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

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

Past Performance – no more than three (3) experiences at no more than two (2) pages each, for a total of six (6) pages maximum. Attachments (CPARS/PPQs) to the Relevant Experience Form are exclusive of and do not count toward the Past Performance page limit.

(iii) Section C: Factor 3 – Technical and Management Approaches

Technical Approach:

- Offerors shall detail its approach to meet the SOW requirements and contract terms and conditions.
- Offerors shall detail the methods, processes, tools, and approach the Offeror plans to use to complete the G-TSCMIS development.

- Offerors shall describe strategies to minimize lifecycle costs and provide examples from past efforts that translate to the proposed G-TSCMIS work.
- Offerors shall describe how they plan to support the SPAWAR Training and Development Support Center (TDSC) effort to create G-TSCMIS training and curriculum.

Management Approach:

- Offerors shall describe the proposed program management approach to complete the G-TSCMIS effort in a narrative.
- Offerors shall describe internal policies, plans, and procedures to manage cost, schedule, and performance.
- Offerors shall describe how metrics required in the CDRL will be measured, collected and used to monitor cost, schedule, and performance progress and technical maturity of G-TSCMIS development. This shall include a description of how software adequacy and acceptability will be demonstrated.
- Offerors shall identify and describe how management tools (e.g. the IMS) and corporate resources will be integrated for effective utilization.
- Offerors shall justify how the proposed management approach will ensure effective and economic performance.
- Offerors shall describe a risk management process to include a discussion of technical challenges, risks with mitigation plans, and assumptions specific to G-TSCMIS.
- Offerors shall submit a draft Integrated Master Schedule (IMS) with the proposal. The IMS does not count toward the page limit of the narrative section. The Offeror shall submit the IMS in both PDF and MS Project formats. The IMS must track tasks provided in the draft CWBS and provide a plan to meet the Government's required development, test, and delivery events, and threshold schedule requirements, at a minimum, to reflect the proposed approach and as described in the solicitation. The IMS must be resource loaded and leveled and shall cover all work planned in this contract.

(iv) Section D: Factor 4 – Small Business Subcontracting Plan (Large Business Offerors only)

Large Business Offerors shall discuss their approach to ensuring that at least 30% of the subcontracted amount of their proposal represents awards to Small Business Concerns consistent with the following desired SPAWAR Subcontracting Goals:

Small Business Categories	SPAWAR Subcontracting Goals (Based on % of subcontracted amount)
Total Small Business (includes the below)	30%
Small Disadvantaged Business	5%
Woman-Owned Small Business	5%
HUBZone	1%
VOSB	3%
SDVOSB	2%

Large Business Offerors shall describe their rationale, commitment and approach to providing meaningful participation by each proposed Small Business subcontractor. 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 2 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 2 are not required.

(B) VOLUME II, COST/PRICE PROPOSAL

For proposal purposes, Offerors shall assume 100% of the effort will be performed at the Contractor site.

Information relating to the Cost/Price Proposal shall not be included in Volume I, Technical Proposal or Volume III, Contractual Information.

The prime contractor shall identify all subcontractors and the type of contract being proposed for each.

Offerors shall provide a method for moving developmental capabilities and the associated pricing between iterations. The Government desires a streamlined method be established in the contract to permit determining the estimated cost, target fee, and hours associated with developing each capability in the SRS/RTM (Attachment 3) for G-TSCMIS Release 3. The goal is to rapidly facilitate realigning affected capabilities between iterations, or possibly deferring capabilities to follow-on releases, in support of new priorities of the user, budget, and costs of the capabilities.

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

Offerors shall submit a cost proposal in support of the requirements stated in the RFP. Offerors shall identify the model, inputs and assumptions, hours per work year for full time equivalence, and other approaches used to develop the Basis of Estimate (BOE). The BOE and draft Contract Work Breakdown Structure (CWBS) detailed by CLIN shall be provided with the Offerors' cost proposal as back up to the completed RFP Attachments 10 and 11. As part of the BOE, Offerors are requested to provide any metric data that was used to develop the proposed costs for G-TSCMIS Release 3. The data will support price analysis and will serve as part of the preliminary baseline estimate serving as a point of comparison for actual performance. Cost and schedule data, as well as organizational metrics will be drawn from the proposed IMS and cost/price proposal for the preliminary baseline estimate.

Offerors shall submit the required Software Metrics in the form of one of the two following options:

- (1) Complexity/Story Points Based (complete template at Attachment 8)
Provide the product backlog, average number of sprints, average number of stories, and the average story points including growth. Provide the average team size and the number of Full Time Equivalents (FTEs) for each team. In addition, Offerors shall provide the average number of person-hours planned per sprint. List the business rules, general ground rules, and assumptions such as the number of days / weeks per sprint, point scale definition, and other pertinent data to enable evaluation by the Government. List the artifact types, iterations, sprints planned for the duration of Release 3 development, and map the sprints by iteration.
- (2) SLOC Based (complete template at Attachment 9)
Provide estimated software size to be developed (new code / auto generated) and adaptation (modified / reused) in physical and/or logical lines of code and equivalent lines of code. In addition to sizing, provide key assumptions that drive the estimate such as key parameters (developer characteristics, environment, productivity, and other general ground rules and assumptions). Indicate the development / integration / testing schedule for the software development by release and if it exists, by each of the lower level builds.

The draft CWBS shall be structured in accordance with MIL-HDBK-881A Appendix B. CWBS elements shall be detailed to Level 3 and expand to Level 5 or lower for the prime mission product portion to detail by milestone / CLIN the proposed direct labor categories, associated direct labor rates, indirect rates, and application thereof, and hours by labor category. The CWBS must clearly separate and identify the software components of system development that are traceable to system requirements and cost estimates.

Submission of cost or pricing data is not required; however, the Government reserves the right to request Certified Cost or Pricing Data, if determined by the Contracting Officer to be required. The Government requests other than cost or pricing data to facilitate evaluation of proposed cost.

The Offeror shall submit its cost proposal (in addition to the BOE, metrics data, and CWBS) in the mandatory format of Attachment 10, Cost Summary Format – Prime Offeror, and Attachment 11, Cost Summary Format – Subcontractor, according to the instructions below.

Attachment 10 and 11 – Spreadsheet Instructions. Each spreadsheet shall contain cells with working formulas and calculations. Each workbook shall contain the following information:

- (1) Tab: Section B (Prime Offeror only)

Offerors shall complete unit and extended prices. When completing lines for fee (incentive and fixed) insert fee percentage in column F and fee amount in column G.

- (2) Tab: CPIF-CPFF

Direct Labor. The costs specified under each labor category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor (see subcontractor labor below). Straight time hourly rates shall use a forty-hour week for the conversion of salaried employees to an hourly basis and shall be exclusive of loading factors; e.g. vacation, sick leave, holidays, overhead, G&A, fee. Offerors shall ensure that they utilize the annual salary divided by 2,080 hours to arrive at the unloaded direct hour labor rate. If rates are not based on actual employees' payroll rates, but rather category averages, market projections, etc., the Offerors proposal shall describe the estimating basis for each rate.

In order to validate Offerors proposed direct labor rates, Offerors (including proposed subcontractors), as part of their Cost Proposal, shall provide documentation substantiating the accuracy of their proposed direct labor rates. Acceptable documentation may include the following:

- (a) Payroll data (if proposing current, named employees)
- (b) Copies of signed Letters of Intent that indicate agreed upon annual salary (if proposing named, new hires)
- (c) Copies of current or prior (most recent) Forward Pricing Rate Agreement (FPRA) or Forward Pricing Rate Recommendation (FPRR)
- (d) A comprehensive description* of the methodology used to establish the proposed direct labor rate (if proposing rates that do not fall within one of the above criteria).

Offerors shall specify whether or not uncompensated overtime is included in their proposal for the prime and all subcontractors (See Sections L-331 and M-308).

Fringe Benefits. Identify the fringe benefit rate(s) and total fringe benefits cost being proposed and identify the cost element(s) for which the fringe benefit rate is being applied.

Overhead. Identify the overhead rate(s) and total overhead cost being proposed under this solicitation and identify the cost elements for which overhead is being applied. Only contractor-site overhead rates shall be proposed.

General & Administrative Expense (G&A). Identify G&A rate(s) and the total G&A cost proposed. Identify the cost element(s) for which the G&A rate is being applied.

Subcontractor Labor. Identify (if applicable) any proposed subcontracted labor and contract type intended for use under this contract. The prime's proposal spreadsheet shall list only the total labor hours and cost for each subcontractor. Subcontractors may submit their proposal with the primes proposal or directly to the Government. All subcontractors with an inadequate accounting system may not be proposed as a cost-reimbursable contract.

Each subcontractor proposed by the prime shall submit a cost proposal spreadsheet, Attachment 11. Subcontractors may submit their proposals directly to the government via email to rema.khalife@navy.mil and kelly.m.smith@navy.mil.

Subcontractor proposals shall be timely (in accordance with time and date for receipt of proposals) and be accompanied by a cover letter identifying the name of the proposed subcontractor, their CAGE Code, and place of performance in addition to the cost narrative (as detailed below).

Handling. Identify the handling rate and the total handling cost being proposed and identify the cost element(s) for which the handling rate is being applied.

Cost of Money. If 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.

Fee. Incentive Fee shall only be proposed in the base period CLIN 0001 and share ratios shall be proposed in accordance with those established in the RFP. Incentive fee is capped at 9% for target fee and 12 % for maximum fee. Fixed fee shall be proposed in the base period CLIN 0002 and option period CLIN 1001. Fixed fee is capped at 8%. Fee that is proposed in excess of these identified thresholds will be adjusted down to the cap. The prime is responsible for directing to its subcontractors how they may propose fee, if any during both the base and option periods.

Engineering Services. These CLINs shall be proposed EXACTLY as specified below. It is anticipated that the Engineering Services will consist mainly of post-acceptance support for Release 2 (CLIN 0002) and services associated with the fielding of Release 3 (CLIN 1001) including software updates to ensure compliance with SRS-RTM requirements. Any proposed fee associated with the Engineering Services, shall be included as part of, not added to, the specified costs.

<u>CLIN</u>	<u>AMOUNT</u>
0002	\$250,000.00
1001	\$250,000.00

Other Direct Costs (ODCs). ODCs shall be proposed EXACTLY as specified below. It is anticipated that ODCs will consist mainly of travel and incidental material costs. Any indirect costs associated with ODCs, for example handling, shall be included as part of, not added to, the specified costs. Any indirect rates applied shall be consistent with DCAA/DCMA rates.

<u>CLIN</u>	<u>AMOUNT</u>
0003	\$294,000.00
1002	\$59,000.00

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

(3) Tab: Hours

Offerors (prime and each subcontractor) shall complete this tab to provide a single summary of all proposed hours by labor category.

(4) Tab: Supporting Cost Data

Offerors (prime and each subcontractor) shall complete this tab to provide a single historical summary of all direct and indirect rates proposed. Offerors shall provide historical labor rates and proposed labor rates for all personnel (named and unnamed) being proposed. Offerors shall also provide historical and proposed indirect rates for all indirect rates being proposed. The list of personnel should match the staffing in the CPIF tab of the workbook.

Cost Narrative. Offerors (prime and all subcontractors) shall provide a comprehensive description of their standard estimating system or methods utilized for developing its cost proposal. The summary description shall cover separately each major cost element (i.e. direct labor, escalation, indirect costs and rates, etc.). Offerors shall submit a copy of the most current DCAA/DCMA reports, memos, letters, etc. on the Offerors labor, indirect rates, and accounting system reviews, if available.

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

Accounting System. In order to be issued a cost-reimbursement contract, as required by FAR 16.301-3, contractors must have an accounting system adequate for determining costs applicable to the contract. Offerors are required to reference the report number and date of the cognizant DCAA/DCMA determination of the Offerors accounting system adequacy and shall attach a copy of the report to its cost volume, if available. If unavailable, other information pertinent to accounting system adequacy may be submitted.

(C) VOLUME III, CONTRACTUAL INFORMATION

(i) Proposal Cover Letter with any exceptions to the RFP.

Cover letters shall be submitted by the Offeror (Prime) and all Subcontractors on 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 and shall reference the RFP number and acknowledge that it transmits an offer in response to the RFP. The letter shall include the CAGE code, Tax Identification Number, and DUNS number of the Offeror. 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 Offerors point of contact for questions or clarifications regarding the proposal. Prime Offerors shall administer FAR compliant contracts with their subcontractors and are responsible for determining the responsibility of their prospective subcontractors, per FAR 9.104.

The letter shall identify the DCAA and DCMA branch offices responsible for auditing the company (i.e. office where the company’s financial records are kept) and shall provide the name, telephone number, and e-mail address of the DCAA/DCMA point of contact who is familiar with the company. Copies of the most recent/current Forward Pricing Rate Agreements (FPRAs) or DCAA audit reports for the Offerors labor and indirect rates shall be attached to the cover letter, if available. Offerors are advised that they must have an adequate accounting system in order to be awarded a cost reimbursement contract.

Cover letters shall state proposal validity through 30 June 2015.

- (ii) Signed SF33 with acknowledgement of all amendments in blocks 12 through 18.

The SF33 is used to solicit written offers which, when accepted in writing by the Government, will create a binding contract without further action. Amendments, if any, should be signed and returned to the Government.

- (iii) Complete the following solicitation fill-ins:

Section B – unit and extended prices (Section B tab of Attachment 10)
Section K – 52.204-8 Annual Representations and Certifications (MAY 2014)
Section K – 52.209-5 Certification Regarding Responsibility Matters (APR 2010)
Section K – 52.209-7 Information Regarding Responsibility Matters (JULY 2013)
Section K – 52.219-1 Small Business Program Representations (APR 2012)
Section K – 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)
Section K – 52.222-25 Affirmative Action Compliance (APR 1984)
Section K – 52.230-1 Cost Accounting Standards Notices and Certification (MAY 2012)
Section K – 252.204-7007 Alternate A – Annual Representations and Certifications (AUG 2014)
Section K – 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)
Section K – K-303 Representation Regarding Employment of Navy Personnel (DEC 1999)
Section K – K-307 Contract Administration Office (DEC 1999)

Special attention is directed to Section K Clause 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011). In addition to the other Section K provisions to be filled-in, this provision must be completed, signed, and returned to the Government even if no rights are asserted (if all data will be submitted without restrictions, enter “NONE”).

- (iv) Organizational Conflict of Interest (OCI) Representation.

Offerors shall include with their proposal the information requested under Paragraph L-339, Notice of Organizational Conflict of Interest and H-1, Organizational Conflicts of Interest.

- (v) Responsibility Information.

- (a) Information regarding the general financial condition of the Offerors firm and specific plans for financing the proposed contract, including the latest available financial statements. 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) offices.
- (b) A summary of the Offerors:
 - (1) Accounting procedures and controls: Identify the fiscal year for direct and indirect rate computation purposes. Identify the date the Offerors disclosure statement (large businesses only) was approved by the cognizant ACO and provide the disclosure statement, if available.
 - (2) EEO and VETS-100: Provide evidence of compliance (FAR 22.8 and 22.13)
 - (3) Organization: Provide an organizational chart of the Offerors team, including subcontracts and primes management chain.
 - (4) Purchasing System: Identify the date the purchasing system was approved by the cognizant ACO.
 - (5) Equipment and facilities to be used relative to this effort.

(End of provision)

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 Offerors base for allocation of indirect costs and meet the requirements of Cost Accounting Standard (CAS) 418 "Allocation of Direct and Indirect Costs."
- (c) The proposed shall clearly identify hours of uncompensated effort proposed by labor category.
- (d) The proposal shall clearly identify the amount of uncompensated effort that will be performed without supervision and without support personnel and shall assess the productivity of such effort. Additionally, clearly identify the means by which the Offeror controls or schedules uncompensated overtime for its employees as well as where the uncompensated effort will be accomplished.
- (e) The proposal shall describe the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.
- (f) The proposal shall include a copy on the corporate policy addressing the uncompensated effort.
- (g) The proposal shall include a separate, complete, cost breakdown, to the same level of detail as the breakdown supporting the cost proposal. The breakdown shall include direct labor rates for all direct labor categories based on the division by 2,080 of exempt employees actual annual salary, to represent a standard (as deemed by Fair Labor Standards Act) 40-hour week or 2,080 hour standard year. In addition, the breakdown shall include overhead rates and other costs based on employees working a standard 40-hour workweek or a 2,080 hour standard year. **IT IS THIS COST BREAKDOWN THAT WILL BE USED TO PERFORM THE COST REALISM PORTION OF THE PROPOSAL EVALUATION.**
- (h) The requirements stated in paragraph (a) through (g) above shall be met for each subcontract which has uncompensated effort included in the proposal.

(End of provision)

L-335 ESTIMATED EFFECTIVE AWARD DATE (DEC 1999)

For Bidding/Proposal purposes the estimated effective date of contract award is 30 June 2015.

(End of provision)

L-339 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST (DEC 1999)

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

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

Offerors shall analyze this Request for Proposal (RFP) to ascertain whether OCI issues are present and make a definitive statement in their proposal accordingly. If OCI issues are identified, Offerors shall disclose the issue(s) to the Government and submit an OCI Mitigation Plan with is proposal. An offeror may not be awarded a contract without an approved OCI Mitigation Plan, if one is required.

(End of provision)

L-349 SUBMISSION OF ELECTRONIC PROPOSALS (SEP 2003)

(a) Offerors shall 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>.

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

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

(2) The proposal submission files may be compressed (zipped) into one, ZIP file entitled "PROPOSAL.ZIP" using WinZip version 6.3 or greater.

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

(c) 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 (c) 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)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

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

The Government intends to evaluate proposals and award a contract without discussions with Offerors (excluding clarifications as described in FAR 15.306(a)). Therefore, the Offerors initial proposal should contain the Offerors best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines discussions are necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the minimum number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The Government reserves the right to request certified cost and pricing data.

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

Proposals will be rated on the evaluation factors listed below. It should be noted that cost is not a numerically weighted factor. **Although technical factors are significantly more important than cost, cost is an important factor and should be considered when preparing responsive proposals.** The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the Offerors within the competitive range are considered essentially equal in terms of 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.

The need for, and the evaluated acceptability of an Organizational Conflict of Interest (OCI) Mitigation Plan will be considered in making the award decision. The presence of inadequately mitigated or unmitigated OCI issues may be grounds for rejection of the proposal.

Evaluation of an Offerors proposal will be based on the information presented in the proposal and information available to the contracting office from sources deemed appropriate. Sources typically considered include 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.

(a) Evaluation Methodology

The combined technical/risk ratings listed in Table 1, below will be utilized. In evaluating proposals, a combined technical/risk adjectival rating will be assigned to each evaluated factor. A proposal need not have all of the characteristics of an adjectival rating description in order to receive that adjectival rating. One adjectival rating will be assigned to each evaluated factor and then rolled up into one overall rating of the proposal in its entirety. The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, and deficiencies in determining technical ratings.

Table 1. Combined Technical/Risk Ratings	
Rating	Description
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

Definitions:

Strength: An aspect of an Offerors 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. See FAR 15.001.

Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

(b) Evaluation Factors And Their Importance

Factors are in descending order of importance. Factor 1 (Software Development Plan) is more important than Factor 2 (Past Performance). Factor 2 (Past Performance) is more important than Factor 3 (Technical and Management Approaches). Factor 3 (Technical and Management Approaches) is more important than Factor 4 (Small Business Subcontracting Plan). When all non-cost evaluation factors are combined, they are significantly more important than Cost.

- Factor 1: Software Development Plan (no more than 40 pages)
- Factor 2: Past Performance (no more than 3 experiences at 2 pages each)
- Factor 3: Technical and Management Approaches (no more than 40 pages)
- Factor 4: Small Business Subcontracting Plan (no page limit)
- Cost

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

(c) Technical Evaluation

(i) Section A: Factor 1 - Draft Software Development Plan

Software Development Approach:

- The Government will evaluate the Offerors proposed software development approach to ensure it is appropriate for the system to be developed and meets standard levels of completeness and process quality. For this evaluation, the Government will rely primarily on the draft SDP and the SDP rationale.
- The Government will evaluate the Offerors understanding of the work to be performed and sufficiency of the technical approach.
- The Government will evaluate the Offerors previous experience in developing similar software.
- The Government will evaluate the Offerors previous experience in developing software using the same or similar approach as proposed for this solicitation.
- The Government will evaluate the Offerors proposed approach to deliver capabilities rapidly.
- The Government will evaluate the proposed resources, in terms of hours, skill mix, and other direct costs for adequacy considering the approach proposed, reasonability, and understanding of the work to be performed.

Process Maturity:

- The results of any standard model-based process maturity appraisals performed within 24 months prior to proposal submission, and the number of proposed staff experienced in using these processes will be part of the evaluation criteria.

(ii) Section B: Factor 2 - Past Performance

The past performance evaluation results in an assessment of the Offerors probability of meeting the solicitation requirements.

There are two aspects to the past performance evaluation. The first is to evaluate the Offerors past performance to determine how relevant a recent effort accomplished by the Offeror is to this specific effort. The second is to determine how well the Offeror performed on the contract. One performance confidence assessment rating is

assigned for each Offeror after evaluating the Offerors recent past performance, focusing on performance that is relevant to the contract requirements.

For recency, the Government will evaluate current ongoing performance most highly. Performance within the past three years will be considered recent. Performance within three to five years will be considered somewhat recent, and performance older than five years not recent.

For relevancy, the Government will consider efforts described in the SOW that are similar in service/support, complexity, dollar value, contract type, and degree of subcontract/teaming delivered to Space and Naval Warfare Systems Command (SPAWAR) as most relevant. See Table 1 below.

For quality, the Government will evaluate the extent of customer satisfaction with the Offerors performance, as documented on CPARS or PPQs to make a judgment on the likelihood of successful future performance. In accordance with FAR 15.305(a)(2), the Government may consider past performance information submitted by the Offeror, as well as from any other appropriate source, such as the Past Performance Information Retrieval System (PPIRS) or customer questionnaires. 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.

There are four levels of relevancy as shown in Table 2 below. More relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

Table 2. Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. Past performance information will be evaluated to determine the quality and usefulness as it applies to the performance confidence assessment. In conducting a performance confidence assessment, each offeror shall be assigned one of the ratings in Table 3 below.

Table 3. Performance Confidence Assessments	
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant

	performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

(iii) Section C: Factor 3 – Technical and Management Approaches

- The Government will evaluate the Offerors proposed approach to manage the program to ensure the contractor understands the work to be performed and has mechanisms to control cost and schedule while performance goals are met.
- The Government will evaluate the Offerors proposed management tools and corporate resources which contribute to efficiencies or enhanced performance.
- The Government will evaluate the Offerors understanding of and ability to achieve the reporting requirements levied in the solicitation given the proposed management structure and resources.
- The Government will evaluate the Offerors IMS for its feasibility, completeness, inclusion, and prioritization of the proposed work.
- To be complete, the IMS must be resourced and the resources must be leveled for every task providing visibility at the same level as the WBS.
- The Government will evaluate the Offerors ability to employ the IMS to track and report progress.
- The proposed IMS will be evaluated for the Offerors understanding of the work to be performed to achieve final delivery.
- The Government will evaluate the Offerors approach to reduce lifecycle costs.
- The Government will assess the Offerors ability to operate within the CSIT construct.

(iv) Section D: Factor 4 - Small Business Subcontracting Plan (Large Business Offerors only)

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

For Large Business Offerors, the Government will evaluate the extent to which the proposed subcontracting goals comply with SPAWAR's desired 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 Assessments, Past Performance Questionnaires (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 2 Past Performance.

(d) Cost/Price Evaluation

The breadth of the cost evaluation may be limited to those Offerors whose proposals represent the most likely candidates for award based on information derived from an initial technical review and relative cost considerations.

Offerors shall submit a cost proposal to enable the Government to perform a thorough evaluation and arrive at a sound determination as to whether or not the proposed cost is fair and reasonable for the performance and constitutes the best value to meet the Government's requirement. Offers which do not present sufficient information to permit complete cost evaluation by the Government may be rejected. In addition, proposals with unrealistically low or high cost or prices may be excluded on the basis that the Offeror does not understand the requirement or has submitted an unrealistic proposal.

The Government will review the proposed BOEs. If an Offeror is providing complexity/story points based metrics, the proposed effort will be evaluated on the achievability of what is presented in terms of development hours and the schedule to develop the software. If an Offeror is providing SLOC based metrics, the proposed effort will be evaluated on the hours and length of time it takes to develop the software at the Configuration Software Configuration Item (CSCI) or lower. Metric data may be evaluated against past performance, SPAWAR internal data, published studies, and/or other information deemed reliable.

The Government may utilize various analyses to conduct its cost evaluation, including but not limited to, (a) verify proposed rates against DCAA/DCMA obtained 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.

(1) Cost Realism Analysis. 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.

Cost realism analysis will be performed to determine the probable cost of performance for each Offeror. Proposed costs may be adjusted, for purposes of evaluation, based upon the results of the cost realism analysis, and used to determine the probable cost of performance for each Offeror. The probable cost may differ from the proposed cost and will reflect the Government's best estimate of the cost of any contract that is more likely to result from the Offerors proposal. The probable cost will be used for purposes of evaluation to determine the best value proposal and in making an award determination. Because, in a competitive environment, an Offeror is incentivized to propose the lowest possible price, downward 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 identification of the probable cost.

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

(2) Cost Analysis. Cost analysis may be performed on the cost proposal by comparing the proposed rates (direct, indirect, escalation, etc.) against DCAA/DCMA obtained rates, or in the absence thereof, against other Offerors or marketplace rates. In the absence of DCAA/DCMA obtained rates, the Government may use statistical analysis to determine a range of marketplace labor rates by labor category and/or indirect multipliers. If statistical analysis is

used, these marketplace ranges will be calculated by applying one standard deviation from the mean of the population of proposed rates for an individual labor category, or the population of indirect multipliers, as applicable. The resulting marketplace ranges will be used in the cost analysis

(3) Price Analysis. Price analysis may 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.

The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

M-308 UNCOMPENSATED OVERTIME EVALUATION (DEC 1999)

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

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

(End of provision)