

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A7	PAGE OF PAGES 1   54
2. CONTRACT NO.		3. SOLICITATION NO. N00039-09-R-0015	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 25 Feb 2009	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 Item7) <b>See Item 7</b>		CODE
TEL: FAX:			TEL: FAX:			

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

### SOLICITATION

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

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME MARK A MCLAIN	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 619-524-7155	C. E-MAIL ADDRESS markmclain@navy.mil
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
24. ADMINISTERED BY (If other than Item7) 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	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001 FFP		365	Each		
	DMR 100W Power Amplifier DMR SURFACE SHIP AND SHORE VHF/UHF 100W POWER AMPLIFIER PN: NSN: FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 FFP		100	Each		
	DMR 200W Power Amplifier DMR SURFACE SHIP AND SHORE VHF/UHF 200W POWER AMPLIFIER PN: NSN: FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 FFP		1	Lot		NSP
	Contract Data Requirements List (CDRL) TECHNICAL MANUAL CONTRACT REQUIREMENT NDMS See Exhibit of Section J FOB: Destination				

**CLAUSES INCORPORATED BY FULL TEXT**

**B-312 MINIMUM AND MAXIMUM QUANTITIES (JUL 1989)**

As referred to in paragraph (b) of the “Indefinite Quantity” clause of this contract, the contract minimum quantity is a total of \$150,000.00 worth of orders at the contract unit price(s) (rounded upward to the nearest complete unit). The maximum quantity is the total estimated amount of the contract. The maximum quantities of 365 each 100W PAs or 100 each 200W PAs are not to be exceeded without prior approval of the Procuring Contracting Officer.

(End of clause)

## Section C - Descriptions and Specifications

C-1 SPECIFICATIONS

**DMR SURFACE SHIP AND SHORE VHF/UHF 100W POWER AMPLIFIER (CLIN 0001).** The Power Amplifier shall be in accordance with the specification and documentation in Attachments 1-8 (See Section J).

**DMR SURFACE SHIP AND SHORE VHF/UHF 200W POWER AMPLIFIER (CLIN 0002).** The Power Amplifier shall be in accordance with the specification and documentation in Attachments 1-7 & 9 (See Section J).

**TECHNICAL MANUAL CONTRACT REQUIREMENT (CLIN 0003).** Provide technical manuals in accordance with the Technical Manual Contract Requirement (TMCR) NDMS-080032-000 (See Exhibit A of Section J).

## CLAUSES INCORPORATED BY REFERENCE

252.239-7000      Protection Against Compromising Emanations      JUN 2004

## CLAUSES INCORPORATED BY FULL TEXT

**C-304 COMPLIANCE WITH SPECIFICATIONS (MAR 1999)**

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

(End of clause)

**C-310 GIDEP PROGRAM (JAN 2004)**

(a) The contractor shall participate in the Government-Industry Data Exchange Program (GIDEP) under the latest revision of GIDEP Requirements Guide, NAVSEA S0300-BU-GYD-010. GIDEP is an invaluable tool in the Government's war against inefficiency, and is limited to participating activities. GIDEP will retain and provide data and/or reports provided in compliance with this contract on a privileged basis. Compliance with the provisions of this clause shall not relieve the contractor from complying with other provisions of the contract.

(b) The contractor may insert paragraph (a) of this clause in any subcontract hereunder exceeding \$500,000. When so inserted, the word "contractor" shall be changed to "subcontractor."

GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
PO Box 8000  
Corona, CA 91718-8000

Phone:           (909) 273-4677 or DSN 933-4677  
FAX:             (909) 273-5200  
Internet:        <http://www.gidep.org>

(End of clause)

### **C-313 SECURITY REQUIREMENTS (DEC 1999)**

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 12 involves access to and handling of classified material up to and including confidential.

If foreign travel is required, all outgoing Country/Theater clearance message requests shall be submitted to the SSC Pacific Foreign Travel Team, OTC2, Rm 1656 for action. A Request for Foreign Travel form shall be submitted for each traveler, in advance of the travel to initiate the release of a clearance message at least 30 days in advance of departure. Each Traveler must also submit a Personal Protection Plan and have a Level 1 Antiterrorism/Force Protection briefing within one year of departure and a country specific briefing within 90 days of departure."

#### **OPSEC REQUIREMENTS:**

All work is to be performed in accordance with DoD and Navy Operations Security (OPSEC) requirements and in accordance with the OPSEC attachment to the DD254.

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 SPAWAR Security Officer, Kathleen Brocker, Code 833541, OT2 Room 1656, 4301 Pacific Highway, San Diego, CA. 92110, E-mail: [kathleen.brocker@navy.mil](mailto:kathleen.brocker@navy.mil).

(End of clause)

### **C-719 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)**

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

- The EIT to be provided under this contract has been designated as a National Security System.
- The EIT acquired by the contractor is incidental to this contract.
- The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.
- The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.
- Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.
- The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

(End of specification)

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

**D-305 PREPARATION FOR DELIVERY (MAR 1999)**

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

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

**D-307 PROHIBITED PACKING MATERIALS (DEC 1999)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

(End of clause)

**D-308 MARKING OF SHIPMENT (DEC 1999)**

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

SHIP TO:	MARK FOR:
Commanding Officer, N00421	Contract #: _____
NAS Patuxent River Webster Field Annex	Delivery Order #: _____
Building 8009, Villa Road	Item #: _____
St. Inigoes, MD 20684-0010	Receiving Officer Code: _____

MARK FOR: Dennis Superior, COMNAVAIRSYSCOM, (301) 995-8155, [dennis.superior@navy.mil](mailto:dennis.superior@navy.mil).

(End of clause)

**D-309 UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT (DEC 1999)**

(a) Location on Container

When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected

location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION."

(b) Marking Containers

When unpacking instructions are provided shipping containers will be stenciled "CAUTION--THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (*contractor shall state where instructions are located*)."

When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(c) Marking

All shipping containers will be marked in accordance with MIL-STD-129 "Military Standard Marking for Shipment and Storage."

(End of clause)

D-310 MARKING OF WARRANTED ITEMS (DEC 1999)

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD 129 "Marking for Shipment and Storage." Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Warranted items shall be marked with the following information:

- (1) National stock number or manufacturer's part number
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items)
- (3) Contract number
- (4) Indication that a warranty applies
- (5) Manufacturer or entity (if other than the contractor) providing the warranty
- (6) Date or time when the warranty expires
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

(End of clause)

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Cognizant DCMA	Origin	Cognizant DCMA
0002	Origin	Cognizant DCMA	Origin	Cognizant DCMA
0003	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

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

DESIRED DELIVERY DATE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER RECEIPT OF WRITTEN NOTICE OF AWARD
0001	*see below	Deliveries shall commence no later than one (1) year after date of the order at a rate of not less than 10 each per month. Subsequent deliveries shall be made every 30 calendars days at a rate of not less than 10 each per month until complete. Orders for a quantity less than 10 each shall be delivered complete within one (1) year after date of the order.
0002	*see below	Deliveries shall commence no later than one (1) year after date of the order at a rate of not less than 10 each per month. Subsequent deliveries shall be made every 30 calendars days at a rate of not less than 10 each per month until complete. Orders for a quantity less than 10 each shall be delivered complete within one (1) year after date of the order.
0003		Per CDRLs.

The Government will evaluate equally, with respect to delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER RECEIPT OF WRITTEN NOTICE OF AWARD
[To be filled in by contractor]		

\*Specific quantities will be provided per order.

(End of clause)

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.204-7006

Billing Instructions

OCT 2005

## CLAUSES INCORPORATED BY FULL TEXT

## G-301 INVOICING INSTRUCTIONS FOR SUPPLIES, OR SUPPLIES WITH SERVICES INCIDENTAL, USING WIDE AREA WORK FLOW (WAWF) (JAN 2008)

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

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

(c) Back-up documentation (such as delivery receipts, etc.) can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.

(d) A separate invoice will be prepared for each delivery order or purchase order. Do not combine the payment claims for supplies provided under this contract ordered through multiple delivery orders within one invoice.

(e) The following information is provided for completion of the invoice in WAWF:

WAWF Invoice Type <sup>1</sup>	Invoice & Receiving Report (COMBO)
Issuing Office DODAAC	N00039
Admin DODAAC:	TBD, Pending Award
Inspector DODAAC (if applicable)	TBD, Pending Award
Acceptor DODAAC:	TBD, Pending Award
*LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	N/A
DCAA Auditor DoDAAC <sup>2</sup> :	N/A
Service Approver DoDAAC <sup>2</sup> :	N/A
PAY DODAAC:	TBD, Pending Award
Additional Instructions	Send e-mail notification of WAWF invoice to: <a href="mailto:charles.gooding@navy.mil">charles.gooding@navy.mil</a> & <a href="mailto:dennis.superior@navy.mil">dennis.superior@navy.mil</a>

(End of Clause)

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Firm Fixed Price (FFP) Multiple Award Indefinite Delivery/Indefinite Quantity (IDIQ) contract.

(End of clause)

## Section H - Special Contract Requirements

### H-1 WARRANTIES

- (a) CLINs 0001 and 0002 shall be fully warranted against defect and failures not due to abuse for a minimum of three (3) years from the date of acceptance by the Government.
- (b) The systems components, ancillaries and accessories shall be fully warranted against all manufacture defects and failures not due to abuse for a minimum of three (3) years from the date of acceptance by the Government.
- (c) The warranty start time will commence upon Government acceptance of CLINs 0001 and 0002, as evidenced by a signed DD250, in accordance with section "G-301 INVOICING INSTRUCTIONS FOR SUPPLIES, OR SUPPLIES WITH SERVICES INCIDENTAL, USING WIDE AREA WORK FLOW (WAWF) (APR 2007)" of this contract.
- (d) The contractor shall notify the Government (charles.gooding@navy.mil and dennis.superior@navy.mil) via email upon receipt of the warranty turn in items. The Government will in turn notify the contractor via email [contractor to fill in contact email address] when the repaired items are received. The turn around time for receipt and return of warranty return items shall not exceed 90 calendar days.

## CLAUSES INCORPORATED BY FULL TEXT

### 5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)

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 this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

(End of clause)

### 5252.216-9001 AWARDING ORDERS UNDER MULTIPLE AWARD CONTRACTS (MAY 1996)

- (a) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of \$2,500 pursuant to the procedures established in this clause, unless the contracting officer determines that:
- (1) The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;
  - (2) Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;
  - (3) The task or delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order; or
  - (4) It is necessary to place an order to satisfy a minimum guarantee.
- (b) Unless the procedures in paragraph (a) are used for awarding individual orders, each multiple award contractor will be provided a fair opportunity to be considered for each order using the following procedures:

(1) The Government will issue request in writing for the number and type of DMR power amplifier to be procured and each multiple award contractor will submit their past performance and price information to the Government.

(A) The response will be presented to the Government in writing.

(B) The Government will issue delivery orders based on low price and acceptable past performance.

(1) The lowest evaluated price will be determined by the total price for all items. The order may be split between the 100W and 200W PAs in the event the low price for each respective PAs is found to be reside within separate offers.

(2) Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with the contract specification, statement of work, contract schedule and contract terms and conditions. Past performance is also a measure of the risk of performance associated with the offeror.

The Government will assess the offeror's past performance in the areas of:

- (1) Quality of Product or Service
- (2) Cost Control
- (3) Schedule
- (4) Business Relationships
- (5) Customer Satisfaction
- (6) Repair Cost and Turn-around Time

In evaluating past performance factors, the Government will assign a rating of Acceptable, Unacceptable or Neutral. The adjectival ratings are defined below:

**“Acceptable”**

The offeror’s performance of previously awarded relevant contract(s) met contractual requirements. The assessed prior performance was accomplished with some minor problems for which corrective actions taken by, or proposed to be taken by, the offeror were, or are expected to be, effective. The offeror’s past performance record leads to a strong expectation of successful performance.

**“Not Acceptable”**

The offeror’s performance of previously awarded relevant contracts did not meet some important contractual requirements. The assessed prior performance reflected some serious problems for which the contractor either failed to identify or implement corrective actions in a timely manner, or for which the corrective actions implemented or proposed to be implemented were, or are expected to be, only partially effective. Performance over completed contracts was consistently of mediocre quality or exhibited a trend of becoming so. The offeror’s past performance record leads to an expectation that successful performance might be difficult to achieve or that it can occur only with increased levels of Government management and oversight.

**“Neutral”**

The offeror lacks a record of relevant or available past performance history. There is no expectation of either successful or unsuccessful performance based on the offeror’s past performance record.

(c) Under the provisions of the Federal Acquisition Streamlining Act of 1994 (10 U.S.C. 2304 (c) Public Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual task or delivery order, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued.

(d) (1) For this contract, the designated task or delivery order ombudsman is HQ SPAWARSSYSCOM, 2.0 Contracts Directorate, 4301 Pacific Highway, San Diego, CA.92110-3127. The task or delivery order ombudsman

is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for task and delivery orders in excess of \$2,500, consistent with procedures in the contract. However, it is not within the designated task or delivery order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order.

(2) Contractors are encouraged to settle their complaints through the Competition Advocate chain of command, seeking review by the Competition Advocate at the SPAWARSSYSCOM, 2.3A, (619) 524-7142 before taking their complaints to the Navy Competition Advocate General.

(e) This clause does not guarantee the contractor issuance of any task order or delivery order above the minimum guarantee stated in Section B of this contract.

(End of Clause)

5252.227-9402 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)

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

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contract is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States.

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. contractor is engaged, or plans to engage. The purpose for which the data is needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

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

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

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

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

(End of clause)

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

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

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

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

NAME: Mark Lopez  
ADDRESS: SPAWARSYSCOM  
Contracts Directorate  
4301 Pacific Highway  
San Diego, CA. 92110-3127  
TELEPHONE: (619) 524-7168

(End of clause)

**H-320 ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS (DEC 1999)**

(a) The Department of Defense is--

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

(b) The contractor--

- (1) is encouraged to identify and propose alternatives to specifications and standards cited in this contract;
- (2) may submit to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:
  - (i) a copy of the proposed alternatives;
  - (ii) a comparison of the proposed alternatives to the specifications or standards cited in the contract; and
  - (iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) If the contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the contractor may request that all of its contracts be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or

function of any deliverable item, and must demonstrate a benefit to the government. The contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The Government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurement. If the Contracting Officer does not accept the proposed alternative, the contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

(End of clause)

#### H-354 PROCEDURES FOR ISSUING ORDERS (OCT 2003)

(a) *Ordering*. This is a Multiple Award Indefinite Delivery/ Indefinite Quantity (IDIQ) contract for the procurement of 100W and 200W DMR Power Amplifiers. Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. Supplies or services to be furnished under this contract shall be furnished by the issuance of delivery or task orders on DD Form 1155. Orders shall be placed by the Ordering Officer Mark Lopez or his/her representative. Delivery or task orders shall contain the information in paragraph (b) below:

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

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

(2)(a) Delivery or task orders may be issued under this contract by facsimile or by electronic commerce methods.

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

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

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

(End of clause)

#### H-359 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (NOV 2003)

(a) *Definition*.

“Confidential business information,” as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, 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. Confidential business information may 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). It may also include computer software as that term is 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 its subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business 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 confidential business information.

(c) Circumstances where SPAWAR may release the contractor’s or subcontractors’ confidential business 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.

(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 confidential business 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 confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) 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 confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2).

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

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

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

(End of clause)

#### H-18

#### **ELECTRONIC ISSUANCE OF DELIVERY ORDERS**

Pursuant to clause 52.216-18(c), Ordering, incorporated into this contract in Section I, the Government may issue orders orally, by facsimile, or by electronic commerce methods. Electronic commerce methods include, but are not limited to, sending the delivery orders in PDF format by e-mail to the Contractor.

(End of clause)

## Section I - Contract Clauses

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<http://www.arnet.gov.mil>

(End of clause)

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
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
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	APR 2008
52.219-28	Post-Award Small Business Program Rerepresentation	JUN 2007
52.222-3	Convict Labor	JUN 2003

52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2008
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
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
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-16	Progress Payments	APR 2003
52.232-17	Interest	OCT 2008
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2008
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7000	Acquisition Streamlining	DEC 1991
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	DEC 2006
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7025	Restriction on Acquisition of Forgings	JUL 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 2006

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

(a) Definition: "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) Mark McLain  
 (Address) SPAWAR 2.1B15  
 San Diego CA 92110-3127  
 mark.mclain@navy.mil

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name \_\_\_\_\_  
 Manufacturer's Name \_\_\_\_\_  
 Source's Name \_\_\_\_\_  
 Item Name \_\_\_\_\_  
 Service Identification \_\_\_\_\_  
 Test Number \_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not in itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate the contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interests, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through five (5) years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than two (2) DMR Power Amplifier (PA), the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The contractor is not obligated to honor:

(1) Any order for a single item in excess of 365 each 100W or 100 each 200W DMR PAs;

(2) Any order for a combination of items in excess of 365 each 100W or 100 each 200W DMR PAs.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be

completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after the final order is issued.

(End of clause)

#### 252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)

(a) Definitions. As used in this clause'

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

Concatenated unique item identifier means--

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

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

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

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

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

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

Government's unit acquisition cost means--

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

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

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

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

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

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

N/A

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

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

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

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

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

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

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

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

(4) Unique item identifier.

(i) The contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

(ii) The issuing agency code--

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

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

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

\*\* Once per item.

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

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

(End of clause)

#### 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 DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

#### 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) (DEVIATION) ALTERNATE I (OCT 2007) (DEVIATION 2008-00002)

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

(1) “Assembly” means an item forming a portion of a system or subsystem that can be provisioned and replaced as an entity and which incorporates multiple, replaceable parts.

(2) “Commercial derivative military article” means an item procured by the Department of Defense that is or will be produced using the same production facilities, a common supply chain, and the same or similar production processes that are used for the production of articles predominantly used by the general public or by nongovernmental entities for purposes other than governmental purposes.

(3) “Commercially available off-the-shelf item” –

(i) Means any item of supply, that is –

(A) A commercial item;

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

(4) “Component” means any item supplied to the Government as part of an end item or another component.

(5) “Electronic component” means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electronic devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits.

(6) “End item” means the final production product when assembled or completed, and ready for issue, delivery, or deployment

(7) "Produce" means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering titanium.

(8) "Qualifying country" means any country listed in subsection 225.872-1(a) or (b) of the Defense Federal Acquisition Regulation Supplement (DFARS).

(9) "Required form" means in the form of mill product, such as bar, billet, wire, slab, plate or sheet, and in the grade appropriate for the production of—

(i) A finished end item delivered to the Department of Defense; or

(ii) A finished component assembled into an end item delivered to the Department of Defense.

(10) "Specialty metal" means--

(i) Steel--

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium.

(ii) Metal alloys consisting of—

(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys.

(iv) Zirconium and zirconium alloys.

(11) "Subsystem" means a functional grouping items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.

(b) Except as provided in paragraph (c) of this clause, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country, except for—

(1) Electronic components;

(2)(i) Commercially available off-the-shelf (COTS) items; other than—

(A) COTS fasteners, unless such fasteners are incorporated into COTS end items, subsystems, assemblies, or components.

(B) Forgings or castings of specialty metals, unless such forgings or castings are incorporated into COTS end items, subsystems, or assemblies.

(C) Commercially available high performance magnets, unless such high performance magnets are incorporated into COTS end items or subsystems;

(ii) A COTS item is considered to be “offered without modification” as long as it is not modified prior to contractual acceptance by the next higher tier in the supply chain.

(A) Specialty metals contained in a COTS items that was accepted without modification by the next higher tier are excepted and remain excepted even if a piece of the COTS items subsequently is removed (e.g., the end is removed from a COTS screw or an extra hole is drilled in a COTS bracket).

(B) For specialty metals that were not contained in a COTS item upon acceptance, but are added to the COTS item after acceptance, the added specialty metals are subject to the restrictions (e.g., a special reinforced handle made of specialty metal that is added to a COTS item).

(C) If two or more COTS items are combined in such a way that the resultant item is not a COTS item, only the specialty metals involved in joining the COTS items together are subject to the restrictions (e.g., a COTS aircraft is outfitted with the a COTS engine, but not the COTS engine normally provided with that aircraft).

(D) For COTS items that are normally sold in the commercial marketplace with various options, items that include such options are also COTS items. However, if a COTS item is offered to the Government with an option that is not normally offered in the commercial marketplace, that option is subject to the specialty metals restrictions. (e.g., an aircraft is normally sold to the public with an option for several different radios. DoD requests a military-unique radio. The aircraft is still a COTS item, but the military-unique radio is not a COTS item, and must comply with the specialty metals restrictions, unless another exception applies.

(3) Fasteners that are commercial items that are purchased under a contract or subcontract with a manufacturer of such fasteners, if the manufacturer has certified that it will purchase, during the relevant calendar year, an amount of domestically melted specialty metal, in the required form, for use in the production of fasteners for sale to the Department of Defense and other customers, that is not less than 50% of the total amount of the specialty metal that it will purchase to carry out the production of such fasteners for all customers.

(4) Items manufactured in a qualifying country;

(5) Items for which the Government has determined in accordance with 225.700X-3 of Class Deviation 2008-O0002 that specialty metal melted or produced in the United States cannot be acquired as and when needed in—

(i) A satisfactory quality;

(ii) A sufficient quantity; and

(iii) The required form.

(6) Specialty metals, other than specialty metals in high performance magnets, that do not meet any of the exceptions in paragraphs (b)(1) through (5) of this clause, if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of specialty metals in the item, as estimated in good faith by the Contractor.

(c) (1) Streamlined compliance for commercial derivative military articles. As an alternative to the compliance required in paragraph (b) of this clause, the Contractor may purchase an amount of domestically melted specialty metals in the required form, for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, in the amount determined in accordance with paragraph (c)(2) of this clause, if—

(i) This is an acquisition of commercial derivative military articles; and

(ii) The Contractor has certified in its offer in accordance with paragraph (c)(2) of this clause.

(2) Certification for streamlined compliance for commercial derivative military articles (to be submitted with offer when applicable). The offeror ( ) certifies ( ) does not certify that prior to award it will have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form for use during the period of contract performance in the production of the commercial derivation military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of—

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

(ii) An amount equivalent to 50% of the amount of specialty metal that is purchased by the contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(3) For the purposes of the certification in paragraph (c)(2) of this clause, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military article.

(d) Unless the Contractor has certified in accordance with paragraph (c), the Contractor shall insert the substance of this clause, excluding paragraph (c) but including this paragraph (d), in all subcontracts for articles containing specialty metals.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachment (1)	Digital Modular Radio (DMR), AN/USC-61 (V); Appendix C of the DMR External RF Control Interface, Ethernet Messages
Attachment (2)	Digital Modular Radio (DMR), AN/USC-61 (V); Appendix W of the DMR External RF Control Interface, Ethernet Message Details for the 100W-A and 200W-A VHF/UHF RF Power Amplifiers
Attachment (3)	Digital Modular Radio (DMR), AN/USC-61 (V); Interface Control Drawing (ICD), DMR External 100W-A UHF/VHF High Power RF Amplifier, Drawing No. 70-P45106G
Attachment (4)	Digital Modular Radio (DMR), AN/USC-61 (V); Installation Control Drawing (ICD), WITS 6004, Drawing No. 70-P45956F
Attachment (5)	Digital Modular Radio (DMR), AN/USC-61 (V); Interface Design Description (IDD) – (UHF PA) Interface Control Documents (ICD) for the DMR External RF 100W and 200W VHF/UHF High Power RF Amplifiers
Attachment (6)	Structureborne Noise Criteria for Forward End Deck Mounted Electronics Equipment
Attachment (7)	DMR PA Structure Airborne Noise Performance Specification
Attachment (8)	100W Performance Specification, Digital Modular Radio (DMR), Power Amplifier
Attachment (9)	200W Performance Specification, Digital Modular Radio (DMR), Power Amplifier
Attachment (10)	Reference Information Sheet
Attachment (11)	Past Performance Questionnaire
Attachment (12)	DD Form 254
	<b>EXHIBITS</b>
Exhibit (A)	Technical Manual Contract Requirement (TMCR) NDMS-080032-000

## Section K - Representations, Certifications and Other Statements of Offerors

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

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

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

(End of provision)

## PROVISIONS INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
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
52.209-5	Certification Regarding Responsibility Matters	DEC 2008
52.215-6	Place of Performance	OCT 1997
52.219-22	Small Disadvantaged Business Status	OCT 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-4	Recovered Material Certification	MAY 2008
52.225-18	Place of Manufacture	SEP 2006
52.237-8	Restriction on Severance Payments to Foreign Nationals	AUG 2003
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7042	Authorization to Perform	APR 2003
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

## PROVISIONS INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

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

(2) The small business size standard is 750 employees.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) 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 (c) applies.

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

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

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

(End of Provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

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

(2) The small business size standard is 750 employees.

(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) (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.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(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--

(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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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.

(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 small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 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)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 34220.
  - (2) The small business size standard is 750 employees.
  - (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) (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.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(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--

(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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

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

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

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

(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 small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 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)

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

### L1

#### **GENERAL PROPOSAL INFORMATION**

This Request for Proposal (RFP) is for the Digital Modular Radio (DMR) Power Amplifier herein referred to as DMR PA.

(End of Provision)

### L2

#### **TIME & DATE FOR RECEIPT OF PROPOSALS**

The time and date for receipt of proposals is **4:00 PM (1600) Pacific Time on April 2, 2009**. 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.

(End of Provision)

### L3

#### **SOLICITATION AVAILABILITY**

DMR power amplifier performance specifications (attachments 1 and 2) are marked as follows:

“DISTRIBUTION STATEMENT D. Distribution authorized to DOD and DOD contractors only. The reason for distribution statement is “critical technology”. Effective date is TBD. Other requests for this document shall be referred to the Office of Primary Responsibility, Commander, Space and Naval Warfare Systems Command (SPAWAR), 4301 Pacific Highway, San Diego, California 92110, Attention: PMW 179-1.

Destruction Notice: Destroy by any method that will prevent disclosure of contents or reconstruction of this document.

The solicitation DMR PA specification (attachments 1 and 2) will be made available to DOD contractors who request such and provide evidence they are a DOD contractor. If assistance accessing the solicitation is required, please contact Chuck Gooding, DMR APM, PMW 170 PEO C4I, by e-mail at [charles.gooding@navy.mil](mailto:charles.gooding@navy.mil) or Ted Berger, DMR Technical Director, PMW 170 PEO C4I by e-mail at [ted.berger@navy.mil](mailto:ted.berger@navy.mil).

The DMR PA Specification reference (attachment 7) for Airborne Sound and Inclination is a secure document classified Confidential and will be made available in the PMW 170 reading room (located at SPAWAR OT Campus, 4301 PACIFIC HIGHWAY, SAN DIEGO CA 92110-3127). Offerors requesting access to this document are instructed to contact the above Government point of contact that will coordinate the offerors access to the reading room. Access to this document is restricted to employees of companies intending to respond to this solicitation and must possess a minimum security clearance of Confidential. All visits must be cleared through SPAWAR visitor control office who may be contacted at (619) 524-2751 or (619) 524-2745 (fax).

The reading room is being made available to all potential bidders to assure that each vendor has equal access to the technical documents owned by the Government. Equal bidder access will be documented; appointment books, visitor logs and security clearance will be retained on file. Access is restricted to employees of companies intending to respond to this solicitation and must possess a minimum clearance of Confidential. For questions regarding the DMR PA reading room, please email Chuck Gooding, [charles.gooding@navy.mil](mailto:charles.gooding@navy.mil) or Ted Berger, [ted.berger@navy.mil](mailto:ted.berger@navy.mil).

The DMR PA specification will also be available via SIPRNET and/or secure courier. To receive via SIPRNET email, please email Chuck Gooding charles.gooding@navy.mil. If an offeror chooses to use a secure courier, the offeror must provide the secure courier. To obtain the SPAWAR letter using a secure courier, please email the above.

(End of provision)

#### L4

#### **OFFEROR QUESTIONS REGARDING SOLICITATION**

Offerors may submit questions and request clarifications related to any aspect of this RFP. Questions shall only be provided in writing via email to the following email address mark.mclain@navy.mil. The Government may make available to the general public any offeror questions and requests for clarifications and any Government responses to such questions and requests for clarifications; therefore, offerors are instructed not to submit comments of a proprietary nature. The Government may not respond to questions and requests for clarifications submitted later than ten (10) calendar days before the closing date of this RFP.

(End of Provision)

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

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

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

(End of provision)

#### PROVISIONS INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	DEC 2006

#### PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of up to three Firm Fixed Price (FFP) Multiple Award Indefinite Delivery/Indefinite Quantity (IDIQ) contracts resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

252.215-7003 EXCESSIVE PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT (MAY 2008)

(a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Excessive Pass-Through Charges" (DFARS 252.215-7004).

(b) General. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal--

(i) The amount of the offeror's indirect costs and profit applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal--

(i) The amount of the subcontractor's indirect costs and profit applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

#### G5252.211-9000 NOTICE TO OFFERORS--USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

<u>Class I ODS Identified</u>	<u>Specification/Standard</u>
None	N/A

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

(End of provision)

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

(a) The Department of Defense is--

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

(b) The offeror--

(1) is encouraged to identify and propose alternatives to specifications and standards cited in this solicitation;  
 (2) may submit a proposal to the Contracting Officer that, as a minimum, consists of--  
 (i) a copy of the proposed alternatives;  
 (ii) a comparison of the proposed alternatives to the specification or standards cited in the solicitation; and  
 (iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

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

(End of provision)

**L-317 SUBMISSION OF PROPOSALS (COMPLEX) (JUL 1999)****(a) Proposal Organization**

The offeror's proposal shall consist of two (2) separate Volumes:

Volume I: Technical/Past Performance Proposal  
 Volume II: Price Proposal & Contract Documents

Proposals shall be submitted in accordance with "Submission of Electronic Proposals".

**(b) Proposal Format**

**Proposals submitted for consideration for award must address the full scope of the solicitation.**

Offeror's proposal Volumes shall include the following:

<b># OF HARD COPIES</b>	<b>ITEM</b>	<b>LIMITATIONS</b>	<b>CONTRACTOR FILE NAME</b>
One (1) Hard Copy	<b>VOLUME I: TECHNICAL PROPOSAL</b>	Unlimited per Power Amplifier	(Contractor Name).technical
One (1) Hard Copy	<b>DMR PA PERFORMANCE DATA</b>		
	<b>PAST PERFORMANCE</b>	Prime Contractor: Two (2) pages per reference max.	(Contractor Name).pastperform
One (1) Hard Copy	<b>VOLUME II: PRICE</b>		
	1. Price Proposal	Completed Schedule of Pricing provided in solicitation. No page limit.	(Contractor Name).Price
One (1) Hard Copy	<b>VOLUME II: CONTRACT DOCUMENTS</b>		(Contractor Name).Contract Docs
	1. Cover Letter	Two (2) pages maximum	
	2. Completed RFP	Signed SF 26 RFP (all fill-in including signed amendments plus completed Representations and Certifications)	

DO NOT INCLUDE PRICING INFORMATION IN ANY VOLUME OTHER THAN THE PRICE PROPOSAL. If pricing information is found in any other volume, the pricing information will be redacted from that volume prior to evaluation and, therefore, the redacted information will not be evaluated.

(c) **Proposal Content**

Each volume of the proposal shall be submitted in accordance with the provision "Submission of Electronic Proposals" to permit a detailed evaluation. Each section of information shall be labeled in accordance with the indexed format in paragraph (b) above. Proposals are to be neat, legible and orderly. Content is more important than quantity. Pages shall be numbered.

The offeror must provide sufficient detail to substantiate the validity of all stated claims. Proposals shall be submitted in accordance with the instructions contained herein. Non-conformance to the instructions may cause rejection of the proposal. An offeror's proposal is presumed to represent their best efforts to respond to the solicitation. Proposals should be clear, concise and complete. Organization, clarity, accuracy of information, relevance, and completeness are of prime importance. Sufficient supporting information shall be provided to allow the Government to evaluate the offeror's approach. Stating that the offeror understands and complies with this effort or paraphrasing the statements of the RFP is considered inadequate and unacceptable. Phrases such as: "Standard procedures will be employed" and "well known techniques will be used" are also considered inadequate. Elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork and expensive visual or other presentation aids are not necessary.

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

Tables of contents, blank pages, requirements compliance matrices, lists of tables, list of drawings, list of figures, glossaries, and lists of proprietary data do not count against the page limitations.

Paper copies of the proposal shall be submitted as follows:

1. **Binding and Labeling:** Each volume of the proposal shall be bound in a 3-ring binder to facilitate subsequent changes provided to the Government during the selection process. A cover sheet shall be affixed to each volume, clearly marked as to the volume number, the RFP identification and the offeror's name. The volume and copy numbers shall appear on the spine of the volume binder to permit rapid accounting when the volume is placed in a vertical position in a storage cabinet.

2. **Format:** The proposal shall be on 8-1/2" X 11" white bond paper with single-spaced typed lines, including figures, glossaries, table of contents and cover sheets. Font type and size shall be Times New Roman and no smaller than 10 point in the text and 6 point on drawings, figures, and tables. Folded pages will be allowed, but each 8-1/2" X 11" equivalent area or part thereof will be counted as a separate page. Standard margins shall be a minimum of one inch, including header and footer. The volumes shall contain a glossary of abbreviations and acronyms used and an explanation of each. No pen and ink changes are allowed.

(A) VOLUME I, TECHNICAL:

Each offeror shall submit a written proposal to describe Section A and B below to enable the Government to arrive at a sound determination as to whether the proposed equipment will meet the Government's requirements. Wherever relevant, the offeror is encouraged to use cross-references to the applicable sections of the proposal, rather than repeating that information in the several sections of this volume. Hypertext links shall be used in the electronic version. **No pricing information shall be included in the technical proposal.**

(i) Section A, Technical Approach. Offerors shall submit with their proposal the following DMR PA performance data for each respective DMR 100 watt **and** 200 watt power amplifier which the offeror is proposing to deliver to the Government:

- (1) Performance specification of the offered PA.
- (2) First article performance test procedures and test results.
- (3) Environmental test procedures and test results.
- (4) Electromagnetic Environmental Effects test procedures and test results.
- (5) Prime power test procedures and test results.
- (6) Acceptance test procedures (ATP) and test results (a maximum of ten (10) sets of ATP data).
- (7) Requirement validation test procedures and test results.
- (8) Documentation which shows the PA operates in the DMR system.

The above information is required to determine the technical acceptability of the offered product. Offeror will provide a matrix showing the correlation between the offered performance specification and test data and the Government's performance specifications.

(ii) Section B, Past Performance

(1) Offerors shall provide past experience information on at least **two** relevant previous contracts for the respective DMR 100 watt and/or DMR 200 watt power amplifier which the offeror is proposing to deliver to the Government. Relevant is defined as a power amp that operates with a DMR meeting the DMR PA specification requirements identified herein. This past performance information shall contain the contract number, quantities delivered, price and delivery dates for prior deliveries of the respective DMR 100 watt and/or 200 watt power amplifiers the offeror is proposing to deliver to the Government. **This description shall further identify the contract number, agency, point of contact, the nature and scope of work, its relevancy to this contract, and a description of any problems encountered and corrective actions taken.** This information shall be provided by the submission of [Attachment 10](#) "Reference Information Sheet" for each contract.

(2) In addition to the information requested above, offerors shall contact their past performance references and request that each reference complete [Attachment 11](#) "Past Performance Questionnaire" and fax or e-mail the completed survey form **DIRECTLY** to the following address:

Space and Naval Warfare Systems Command  
San Diego, CA  
Attn: Mark McLain, Code 2.1B5  
Tel (619) 524-7155 Fax (619) 524-7158  
E-Mail mark.mclain@navy.mil

If the Offeror's Past Performance information is located in the Contractor Performance Assessment Reporting System (CPARS) or the Past Performance Information Retrieval System (PPIRS) (as indicated on the Attachment 10, Reference Information Sheet), then it is not necessary for a Past Performance Questionnaire (Attachment 11) to be submitted

The Government may consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information. The Government reserves the right to utilize other past performance information considered relevant that may be located in Contractor Performance Assessment reporting System (CPARS) or other reporting systems.

Offerors that have no relevant record of past performance must submit a signed and dated statement to that effect.

Offerors with no past performance will receive a Neutral rating.

(C) VOLUME II, Price Proposal

**Guidelines for Content**

**The Government intends to issue initial delivery orders for a quantity of seventy-nine (79) 100W DMR PAs and forty-three (43) 200W DMR PAs. Offerors shall propose firm fixed pricing (FFP) for these initial order(s) for a quantity of seventy-nine (79) 100W DMR PAs (CLIN 0001) and forty-three (43) 200W DMR PAs (CLIN 0002). Prices shall be proposed in accordance with the Schedule of Pricing set forth in the solicitation. In addition, offerors shall propose the number of either 100W PA or 200W PA the Government would have to order for the purpose of fulfilling the minimum order quantity requirement of \$150,000 as stated in B-312 above.**

**(D) VOLUME III, CONTRACTUAL****General Guidelines for Content**

Offerors shall prepare Volume III: Contracts Documents in two (2) Sections as follows:

- Section 1) Cover Letter
- Section 2) Completed RFP (all Fill-ins including Representations and Certifications required)

**VOLUME III- SECTION 1: COVER LETTER**

The offeror's proposal shall include a cover letter on the offeror's letterhead stationary and signed by an executive of the company who possesses authority to contractually bind the offeror. The cover letter shall acknowledge receipt of all amendments (if any are issued) to the RFP. The submittal letter shall identify all enclosures being transmitted as part of the response to the RFP. The letter shall reference the RFP number and acknowledge that it transmits an offer in response to the RFP. It shall state: (1) Commercial and Government Entity (CAGE) number, (2) Data Universal Numbering System (DUNS) number, (3) Taxpayer Identification Number (TIN), (4) address(es) of the location(s) at which the offeror intends to perform the proposed effort, (5) state the name, address and telephone number of the cognizant DCAA audit office, (6) the name, address and telephone number of the cognizant DCMA office, and (7) a statement that the proposal is valid for no less than 60 calendar days after the date established for receipt of offers.

**VOLUME III – SECTION 2: COMPLETED RFP**

The offeror's proposal shall provide a completed RFP. All representations and certifications shall be executed as required within the solicitation. All Offerors are responsible for completing the Certifications and Representations on-line in accordance with FAR Clause 52.212-3(j), with the exception of the additional provisions set forth in solicitation which shall be submitted with the proposal. Offerors shall sign and acknowledge receipt of all amendments issued under this RFP.

(End of provision)

**L-333 DRAWINGS AND/OR SPECIFICATIONS TO BE RETURNED (DEC 1999)**

The drawing(s) and/or specifications listed in Section J and accompanying this bid or proposal shall be returned to the issuing office named in block 7 of the Standard Form 33, "Solicitation, Offer, and Award" if a bid or proposal is not submitted.

(End of provision)

## L-335 ESTIMATED EFFECTIVE AWARD DATE (DEC 1999)

For Bidding/Proposal purposes the estimated effective date of contract award is June 4 2009.  
(End of provision)

## L-343 CONTRACTOR RESPONSIBILITY (JUN 2002)

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

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

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

(c) A summary of your:

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

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

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

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

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

(End of provision)

## L-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.

**NOTE: In addition to the electronic submission, offerors must submit one paper copy and one CD for each Volume:** Paper copy shall be submitted to:

ADDRESS: Space and Naval Warfare Systems Command  
Attn: Mark McLain, 2.1B5  
Bldg. OT-4, Room 1027  
4301 Pacific Highway  
San Diego, CA 92110-3127

**NOTE: The paper copy must be time and date stamped prior to the RFP closing date.** The electronic copy and paper copy of the proposal must be identical. If the two documents are not identical, with the exception of any classified data as discussed in L-349(b), the paper copy will be rejected.

(End of provision)

L-503 MULTIPLE AWARDS (OCT 1998)

The Government may make multiple awards resulting from this solicitation.

(End of provision)

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

**M-313 EVALUATION FACTORS LISTED – LOW PRICE TECHNICALLY ACCEPTABLE (FIXED PRICE CONTRACTS) (MAR 1999)**

The Government will award a resulting contract(s) from this solicitation to the offeror who is determined acceptable for the non-price factors and who offers the lowest evaluated price for the initial order(s) of **seventy-nine (79) 100W DMR PAs (CLIN 0001) and forty-three (43) 200W DMR PAs (CLIN 0002)**. **Only those proposals that are determined “Acceptable” in both technical and past performance will be eligible for award. Award(s) may be given for both the 100W and 200W PAs or for only one of these PAs depending upon the technical acceptability, past performance and price(s) proposed by the offeror.**

<u>FACTOR</u>	<u>TITLE</u>
1.	Technical Acceptability
2.	Past Performance
3.	Price

**TECHNICAL ACCEPTABILITY**

DMR 100W/200W power amplifiers and the Technical Manual are to be delivered in accordance with Attachment 1, Appendix C of the DMR External RF Control Interface, Ethernet Messages, Revision B, dated 19 March 2007 and attachment 2, Appendix W of the DMR External RF Control Interface: Ethernet Message Details for the 100W-A and 200W-A VHF/UHF RF Power Amplifiers, Revision B, dated 19 March 2007 of the solicitation. Proposals will be evaluated on an “Acceptable” or “Not Acceptable” basis based upon the DMR PA performance data submitted in accordance with L-317.

The Government will determine technical acceptability by considering whether the offeror has demonstrated, by the submission of the DMR PA performance data required by L-317 that the offeror has successfully manufactured and delivered a DMR 100 watt PA and/or 200 watt PA that meets the specifications provided in the RFP. Those offerors who are not technically acceptable will not be considered further for award.

**PAST PERFORMANCE**

The Government will determine each offeror’s record of acceptable past performance. The assessment will be an unbiased judgment about the quality of an offeror’s past performance, as detailed in the instructions for Volume I above and evaluated per the criteria listed under the adjectival ratings. 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, contract schedule and contract terms and conditions. Past performance is also a measure of the risk of performance associated with the offeror.

The Government will assess the offeror's past performance in the areas of:

- (1) Quality of Product or Service
- (2) Cost Control
- (3) Schedule
- (4) Business Relationships
- (5) Customer Satisfaction
- (6) Repair Cost and Turn-around Time

Offerors that have no record of past performance (e.g. new businesses) must submit a signed and dated statement to that effect. If an offeror submits a certification statement and the Government has no information available

regarding the offeror's past performance, that offeror will receive a neutral rating (i.e., the offeror is evaluated neither favorably nor unfavorably) for past performance.

## **PRICE**

The lowest evaluated price will be determined by the proposed unit price multiplied by the initial order quantities identified L-317 above. **Award may be split between the 100W and 200W PAs in the event the low price for each respective PA is found to reside within separate acceptable offers.**

## **ADJECTIVAL RATINGS**

In evaluating proposals, the Government will assign a rating of Acceptable, Unacceptable or Neutral (Past performance only) to the technical acceptability and past performance factors. The adjectival ratings are defined below:

### **a) "Acceptable"**

**Technical:** An Acceptable proposal is one that meets all stated technical requirements identified in the RFP. An Acceptable offeror has demonstrated through the submission of the required DMR PA performance data, that they are offering a qualified DMR(s) PA (see note) that meets all DMR PA specification requirements incorporated as part of the RFP.

**Past performance:** The offeror's performance of previously awarded relevant contract(s) met contractual requirements. The assessed prior performance was accomplished with some minor problems for which corrective actions taken by, or proposed to be taken by, the offeror were, or are expected to be, effective. The offeror's past performance record leads to a strong expectation of successful performance.

### **b) "Not Acceptable"**

**Technical:** An Unacceptable proposal is one that fails to demonstrate, through the submission of the required DMR PA performance data that they are offering a qualified DMR PA (see note). The offeror has failed to demonstrate that they are proposing a qualified DMR PA (see note) when the offerors DMR PA performance data demonstrates that the PA will not meet, or likely not meet, one or more DMR PA specification requirements incorporated as part of the RFP. Proposals that omit significant DMR PA performance data or otherwise submit incomplete DMR PA performance data specified in the RFP will be considered Not Acceptable.

**Past performance:** The offeror's performance of previously awarded relevant contracts did not meet some contractual requirements. The assessed prior performance reflected some serious problems for which the contractor either failed to identify or implement corrective actions in a timely manner, or for which the corrective actions implemented or proposed to be implemented were, or are expected to be, only partially effective. Performance over completed contracts was consistently of mediocre quality or exhibited a trend of becoming so. The offeror's past performance record leads to an expectation that successful performance might be difficult to achieve or that it can occur only with increased levels of Government management and oversight.

### **c) "Neutral" (Past Performance Only)**

The offeror lacks a record of relevant or available past performance history. There is no expectation of either successful or unsuccessful performance based on the offeror's past performance record.

**Note:** Qualified DMR PA means a DMR PA that meets all specification requirements stated in DMR PA Performance Specifications requirements in Appendix C of the DMR External RF Control Interface, Ethernet Messages, Revision B, dated 19 March 2007 and Appendix W of the DMR External RF Control Interface: Ethernet Message Details for the 100W-A and 200W-A VHF/UHF RF Power Amplifiers, Revision B, dated 19 March 2007 as demonstrated by the DMR PA performance data the offeror submits in response to the RFP.

(End of provision)