SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO-A7	PAGE 1 OF PAGES 98		
2. CONTRACT NO.	3. SOLICITATION NO. N00039-16-R-0030	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 16 Jun 2016	6. REQUISITION/PURCHASE NO.

7. ISSUED BY CODE N00039
COMMANDER, SPACE AND NAVAL WARFARE
SYSTEMS COMMAND
02 CONTRACTS
4301 PACIFIC HIGHWAY
SAN DIEGO CA 92110-3127
TEL:
FAX:

8. ADDRESS OFFER TO (If other than Item 7) CODE
See Item 7
TEL:
FAX:

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

SOLICITATION

9. Sealed offers in original and 0 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 See Section L until 05:00 PM (Hour) local time 18 Jul 2016 (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	JAMES E LEAL	619-524-7346	james.leal@navy.mil

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO (Include area code)

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print)
TEL: EMAIL:

27. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

28. AWARD DATE

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 CPFF		44,769	Hours		
	IUSS Logistics Support Facility IUSS Logistics Support Facility Operation FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 COST		1	Lot		
	Other Direct Costs ODCs FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 CPFF		1	Lot		
	Provisioning for IUSS Equipment FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 CPFF		1	Lot		NSP
	Contract Data Requirements List CDRLs for CLINs 0001-0003, and 0005-0008 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 CPFF		4,160	Hours		
OPTION	IUSS Logistics Support Facility (SURGE) IUSS Logistics Support Facility Operation (SURGE CLIN) FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 COST		1	Lot		
OPTION	Other Direct Costs (SURGE) ODCs (SURGE CLIN) FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 CPFF		1	Lot		
OPTION	Provisioning for IUSS Equipment (SURGE) Provisioning for IUSS Equipment (SURGE CLIN) FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 FFP					
OPTION	Provisioned Item Orders, Materials For CLIN 0008, the estimated value of all orders is a Not-to-Exceed (NTE) amount of $1,596,800 (exclusive of profit). Offerors to propose profit in accordance with Section L-317 3.2.10 PIO Material CLIN. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA FFP		1	Lot		
OPTION	Provisioned Item Orders, Materials This priced SLIN is solely a placeholder for the estimated amount of CLIN 0008. As orders are issued and funded, the amount of this placeholder SLIN will be adjusted downwards proportionately. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 CPFF		44,769	Hours		
OPTION	IUSS Logistics Support Facility IUSS Logistics Support Facility Operation FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102 COST		1	Lot		
OPTION	Other Direct Costs ODCs FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103 CPFF		1	Lot		
OPTION	Provisioning for IUSS Equipment FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104 CPFF		1	Lot		NSP
OPTION	Contract Data Requirements List CDRLs for CLINs 0101-0103, and 0105-0107 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105 CPFF		4,160	Hours		
OPTION	IUSS Logistics Support Facility (SURGE) IUSS Logistics Support Facility Operation (SURGE CLIN) FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106 COST		1	Lot		
OPTION	Other Direct Costs (SURGE) ODCs (SURGE CLIN) FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0107 CPFF		1	Lot		
OPTION	Provisioning for IUSS Equipment (SURGE) Provisioning for IUSS Equipment (SURGE CLIN) FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201 CPFF		44,769	Hours		
OPTION	IUSS Logistics Support Facility IUSS Logistics Support Facility Operation FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202 COST		1	Lot		
OPTION	Other Direct Costs ODCs FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203 CPFF		1	Lot		
OPTION	Provisioning for IUSS Equipment FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204 CPFF		1	Lot		NSP
OPTION	Contract Data Requirements List CDRLs for CLINs 0201-0203, and 0205-0207 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0205 CPFF		6,240	Hours		
OPTION	IUSS Logistics Support Facility (SURGE) IUSS Logistics Support Facility Operation (SURGE CLIN) FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206 COST		1	Lot		
OPTION	Other Direct Costs (SURGE) ODCs (SURGE CLIN) FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0207 CPFF		1	Lot		
OPTION	Provisioning for IUSS Equipment (SURGE) Provisioning for IUSS Equipment (SURGE CLIN) FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301 CPFF		44,769	Hours		
OPTION	IUSS Logistics Support Facility IUSS Logistics Support Facility Operation FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302 COST		1	Lot		
OPTION	Other Direct Costs ODCs FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303 CPFF		1	Lot		
OPTION	Provisioning for IUSS Equipment FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304 CPFF		1	Lot		NSP
OPTION	Contract Data Requirements List CDRLs for CLINs 0301-0303, and 0305-0307 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0305 CPFF		7,280	Hours		
OPTION	IUSS Logistics Support Facility (SURGE) IUSS Logistics Support Facility Operation (SURGE CLIN) FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0306 COST		1	Lot		
OPTION	Other Direct Costs (SURGE) ODCs (SURGE CLIN) FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0307 CPFF		1	Lot		
OPTION	Provisioning for IUSS Equipment (SURGE) Provisioning for IUSS Equipment (SURGE CLIN) FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401 CPFF		44,769	Hours		
OPTION	IUSS Logistics Support Facility IUSS Logistics Support Facility Operation FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402 COST		1	Lot		
OPTION	Other Direct Costs ODCs FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403 CPFF		1	Lot		
OPTION	Provisioning for IUSS Equipment FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0404 CPFF		1	Lot		NSP
OPTION	Contract Data Requirements List CDRLs for CLINs 0401-0403, and 0405-0407 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0405 CPFF		7,280	Hours		
OPTION	IUSS Logistics Support Facility (SURGE) IUSS Logistics Support Facility Operation (SURGE CLIN) FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0406 COST		1	Lot		
OPTION	Other Direct Costs (SURGE) ODCs (SURGE CLIN) FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0407 CPFF		1	Lot		
OPTION	Provisioning for IUSS Equipment (SURGE) Provisioning for IUSS Equipment (SURGE CLIN) FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FIXED FEE	

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003)

(Applicable to CLIN 0001)
The fixed fee for work performed under this contract is $[*Contracting officer insert the negotiated fixed fee amount*], *provided* that not less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to [*Contracting officer insert percentage*] percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(Applicable to CLIN 0005)
The fixed fee for work performed under this contract is $[*Contracting officer insert the negotiated fixed fee amount*], *provided* that not less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to [*Contracting officer insert percentage*] percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(Applicable to CLIN 0101)
The fixed fee for work performed under this contract is $[*Contracting officer insert the negotiated fixed fee amount*], *provided* that not less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses,

but not more frequently than biweekly, on account of the fixed fee, equal to [*Contracting officer insert percentage*] percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(Applicable to CLIN 0105)
The fixed fee for work performed under this contract is $[*Contracting officer insert the negotiated fixed fee amount*], *provided* that not less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to [*Contracting officer insert percentage*] percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(Applicable to CLIN 0201)
The fixed fee for work performed under this contract is $[*Contracting officer insert the negotiated fixed fee amount*], *provided* that not less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to [*Contracting officer insert percentage*] percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(Applicable to CLIN 0205)
The fixed fee for work performed under this contract is $[*Contracting officer insert the negotiated fixed fee amount*], *provided* that not less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to [*Contracting officer insert percentage*] percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(Applicable to CLIN 0301)
The fixed fee for work performed under this contract is $[*Contracting officer insert the negotiated fixed fee amount*], *provided* that not less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than [*Contracting officer insert negotiated number*

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

(Applicable to CLIN 0305)
The fixed fee for work performed under this contract is $[*Contracting officer insert the negotiated fixed fee amount*], *provided* that not less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to [*Contracting officer insert percentage*] percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(Applicable to CLIN 0401)
The fixed fee for work performed under this contract is $[*Contracting officer insert the negotiated fixed fee amount*], *provided* that not less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to [*Contracting officer insert percentage*] percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(Applicable to CLIN 0405)
The fixed fee for work performed under this contract is $[*Contracting officer insert the negotiated fixed fee amount*], *provided* that not less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than [*Contracting officer insert negotiated number of hours*] staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to [*Contracting officer insert percentage*] percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(End of clause)

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

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

CLIN	Total Staff-hours of Direct Labor (X)
0001	44,769
0005	4,160
0101	44,769
0105	4,160
0201	44,769
0205	6,240
0301	44,769
0305	7,280
0401	44,769
0405	7,280

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

(b) Of the total staff-hours of direct labor set forth above, it is estimated that 0 staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

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

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

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

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

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

(1) The total number of staff-hours of direct labor expended during the applicable period.

(2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.

(3) A breakdown of other costs incurred.

(4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

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

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.

(6) A calculation of the appropriate fee reduction in accordance with this clause.

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

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

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

(End of clause)

5252.232-9200 ALLOTMENT OF FUNDS (JAN 1989)

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

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

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

ITEM(S)	ALLOTTED TO FIXED FEE
0001	$_____
0005	$_____
0101	$_____
0105	$_____
0201	$_____
0205	$_____
0301	$_____
0305	$_____
0401	$_____
0405	$_____

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

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

ITEM(S)	ALLOTTED TO COST	PERIOD OF PERFORMANCE
0001	$ _____	_____
0005	$ _____	_____
0101	$ _____	_____
0105	$ _____	_____
0201	$ _____	_____
0205	$ _____	_____
0301	$ _____	_____
0305	$ _____	_____
0401	$ _____	_____
0405	$ _____	_____

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

(End of clause)

Section C - Descriptions and Specifications

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5252.222-9200 WORKWEEK (APR 2012) ALTERNATE I (DEC 2013)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at IUSS Operations Support Center, located in building 1558 at Joint Expeditionary Base (JEB) Virginia Beach, VA is 5 days. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday	Time of Observance
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

(e) NOTICE: All Contractor employees who make repeated deliveries to military installations shall obtain the required employee pass via the Navy Commercial Access Control System (NCACS) in order to gain access to the facility. Information about NCACS may be found at the following website: http://www.cnic.navy.mil/navycni/groups/public/@hq/@cacpmo/documents/document/cnicp_a230767.ppt

Contractor employees must be able to obtain a NCACS in accordance with base security requirements. Each employee shall wear the Government issued NCACS badge over the front of the outer clothing. When an employee leaves the Contractor's employ, the employee's NCACS pass shall be returned to the Contracting Officer's Representative or the base Badge and Pass Office within five (5) calendar days.

Contractors who do not have a NCACS or Common Access Card (CAC) must be issued a one-day pass daily at the Badge and Pass Office. Issuance of a CAC requires the need for physical access to the installation and logical access to government owned computer systems.

(f) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

(End of clause)

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

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

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

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

(End of clause)

5252.237-9601 KEY PERSONNEL (DEC 1999)

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first _30_ days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial _30_ day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this

contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

[*Contract officer insert personnel determined at time of contract award to be key personnel*]

NAME	CONTRACT LABOR CATEGORY
_____	_____
_____	_____
_____	_____

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(End of clause)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0008AA	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0104	Destination	Government	Destination	Government
0105	Destination	Government	Destination	Government
0106	Destination	Government	Destination	Government
0107	Destination	Government	Destination	Government
0201	Destination	Government	Destination	Government
0202	Destination	Government	Destination	Government
0203	Destination	Government	Destination	Government
0204	Destination	Government	Destination	Government
0205	Destination	Government	Destination	Government
0206	Destination	Government	Destination	Government
0207	Destination	Government	Destination	Government
0301	Destination	Government	Destination	Government
0302	Destination	Government	Destination	Government
0303	Destination	Government	Destination	Government
0304	Destination	Government	Destination	Government
0305	Destination	Government	Destination	Government
0306	Destination	Government	Destination	Government
0307	Destination	Government	Destination	Government
0401	Destination	Government	Destination	Government
0402	Destination	Government	Destination	Government
0403	Destination	Government	Destination	Government
0404	Destination	Government	Destination	Government
0405	Destination	Government	Destination	Government
0406	Destination	Government	Destination	Government
0407	Destination	Government	Destination	Government

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52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 16-JAN-2017 TO 15-JAN-2018	N/A	COMMANDER, SPACE AND NAVAL WARFARE JOHN MAXWELL SYSTEMS COMMAND PMS 485 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127 757-462-7168 X 118 FOB: Destination	N00039
0002	POP 16-JAN-2017 TO 15-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0003	POP 16-JAN-2017 TO 15-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0004	POP 16-JAN-2017 TO 15-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0005	POP 16-JAN-2017 TO 15-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0006	POP 16-JAN-2017 TO 15-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0007	POP 16-JAN-2017 TO 15-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0008	N/A	N/A	N/A	N/A
0008AA	POP 16-JAN-2017 TO 15-JAN-2022	N/A	COMMANDER, SPACE AND NAVAL WARFARE JOHN MAXWELL SYSTEMS COMMAND PMS 485 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127 757-462-7168 X 118 FOB: Destination	N00039
0101	POP 16-JAN-2018 TO 15-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0102	POP 16-JAN-2018 TO 15-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039

0103	POP 16-JAN-2018 TO 15-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0104	POP 16-JAN-2018 TO 15-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0105	POP 16-JAN-2018 TO 15-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0106	POP 16-JAN-2018 TO 15-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0107	POP 16-JAN-2018 TO 15-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0201	POP 16-JAN-2019 TO 15-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0202	POP 16-JAN-2019 TO 15-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0203	POP 16-JAN-2019 TO 15-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0204	POP 16-JAN-2019 TO 15-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0205	POP 16-JAN-2019 TO 15-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0206	POP 16-JAN-2019 TO 15-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0207	POP 16-JAN-2019 TO 15-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0301	POP 16-JAN-2020 TO 15-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0302	POP 16-JAN-2020 TO 15-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0303	POP 16-JAN-2020 TO 15-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0304	POP 16-JAN-2020 TO 15-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0305	POP 16-JAN-2020 TO 15-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0306	POP 16-JAN-2020 TO 15-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039

0307	POP 16-JAN-2020 TO 15-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0401	POP 16-JAN-2021 TO 15-JAN-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0402	POP 16-JAN-2021 TO 15-JAN-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0403	POP 16-JAN-2021 TO 15-JAN-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0404	POP 16-JAN-2021 TO 15-JAN-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0405	POP 16-JAN-2021 TO 15-JAN-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0406	POP 16-JAN-2021 TO 15-JAN-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0407	POP 16-JAN-2021 TO 15-JAN-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039

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

PERIOD OF PERFORMANCE FOR SURGE CLINS

CLINs 0005, 0006, and 0007: Date of Option Exercise to 15 January 2018
CLINs 0105, 0106, and 0107: Date of Option Exercise to 15 January 2019
CLINs 0205, 0206, and 0207: Date of Option Exercise to 15 January 2020
CLINs 0305, 0306, and 0307: Date of Option Exercise to 15 Janaury 2021
CLINs 0405, 0406, and 0407: Date of Option Exercise to 15 January 2022

DELIVERY DATES FOR PROVISIONED ITEM ORDERS (PIOs)

CLIN 0008: Required delivery dates for CLIN 0008 will be established by the individual PIOs.

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252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

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252.204-0003 LINE ITEM SPECIFIC: CONTRACTING OFFICER SPECIFIED ACRN ORDER. (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below, exhausting all funds in the previous ACRN before paying from the next ACRN.

Line Item	ACRN Order
_____	_____
_____	_____

(End of clause)

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252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

Cost Voucher

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

N65236

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	N00039
Admin DoDAAC	TBD
Inspect By DoDAAC	N65236
Ship To Code	N65236
Ship From Code	N65236
Mark For Code	N65236 john.a.maxwell@navy.mil
Service Approver (DoDAAC)	N65236 john.a.maxwell@navy.mil
Service Acceptor (DoDAAC)	N65236 john.a.maxwell@navy.mil
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

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

Procuring Contracting Officer (PCO), Ms. Katarzyna Staron-Barabasz, Kat.Staron@navy.mil

Contracting Officer’s Representative (COR), Mr. John Maxwell, John.A.Maxwell@navy.mil

Alternate Contracting Officer’s Representative (ACOR), Mr. Timothy Johnston, Timothy.Johnston@navy.mil

PMS 485 SURTASS Business Financial Manager (BFM), Mr. David Hingtgen, David.Hingtgen@navy.mil

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

N/A

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

(End of clause)

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

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

CONTRACTING OFFICER'S REPRESENTATIVE

Name: John Maxwell
Code: 41230
Address: 2425 Stalward Rd, Virginia Beach, VA 23521-3399

Phone Number: 757-541-5640
E-mail: John.A.Maxwell@navy.mil

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

ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE

Name: Timothy Johnston
Code: 485D9
Address: 4301 Pacific Highway, San Diego, CA 92110-3127

Phone Number: 858-537-8769
E-mail: Timothy.Johnston@navy.mil

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

(End of clause)

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5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

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

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

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA:
(1) to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer, and
(2) to the Procuring Contracting Officer.

(End of clause)

Section H - Special Contract Requirements

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5252.204-9202 CONTRACTOR PICTURE BADGE (JUL 2013)

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSYSCEN Atlantic upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at Joint Expedition Base prior to completion of the picture badge request.

(b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.

(c) At the completion of the contract, the contractor shall forward to SPAWARSYSCEN Atlantic a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its

subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:
(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

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

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

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

(End of clause)

5252.227-9217 POST-AWARD IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA PERTAINING TO A COMMERCIAL ITEM AND COMMERCIAL COMPUTER SOFTWARE (DEC 2014)

a. Definitions. Unless otherwise specified in this provision, the terms used in this provision are defined in the FAR/DFARS, as applicable.

b. Post-Award Assertions. In addition to the pre-award assertions made in the Attachment pursuant to provision 5252.227-9216, other assertions on technical data pertaining to a commercial item and commercial computer

software may be identified after award when based on new information or inadvertent omissions, unless the inadvertent omissions would have materially affected the source selection decision. Such identifications and assertions shall be submitted to the contracting officer as soon as practicable prior to the scheduled date for delivery of the technical data/computer software, using the same table format for pre-award assertions found at provision 5252.227-9216 and signed by an official authorized to contractually obligate the Contractor

c. Licenses. The Contractor shall provide copies of all commercial license(s) for the commercial technical data or commercial computer software Offeror proposes to deliver under this clause. The Government will review the licenses to ensure that the licenses terms are consistent with federal procurement law and meet the Government's end user needs.

d. Use of Open Source Software Without Delivery. The Government treats Open Source Software (OSS) as a category of commercial computer software. If the Contractor proposes to deliver OSS while performing under the contract, the Contractor shall follow the same rules as prescribed in provision 5252.227-9216 as for commercial computer software. Additionally, if the Offeror proposes to use, but not deliver, commercial computer software (including OSS), the Contractor must ensure that such use does not: (i) create, or purport to create, any Government distribution obligations with respect to the computer software deliverables; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Government intellectual property or Government data rights to the Government computer software deliverables.

(End of clause)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) – ALTERNATE II (SEP 2001)

(a) Contractor Request and Government Approval of Travel

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

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

The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR). The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the

extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

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

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

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

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

(c) Per Diem

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

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

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

(d) Transportation

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

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

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

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

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

(6) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

(End of clause)

PROVISIONED ITEMS, HARDWARE, SPARES AND CONSUMABLES:

Contract Line Item Number (CLIN) 0008 (if and to the extent the option is exercised):

The Contractor shall furnish supplies/services when a contract modification for provisioned items, spares and consumables is issued by SPAWAR in accordance with the procedures specified in the Schedule and this clause. The Government shall not be liable for any expenses incurred by the Contractor under this CLIN unless and until a contract modification is issued by the Government.

Option Exercise. The contract modification exercising the option for CLIN 0008 (if exercised) will establish and fund Sub-Contract Line Item Numbers (SLINs) for individual orders of provisioned items, hardware, spares and consumables. The period for issuance of such contract modifications is described in Section F. Each contract modification will fully describe the requirements and establish either a Firm Fixed Price or a Not-To-Exceed amount for the requirement. In instances where requirements are issued as "Not-to-Exceed Amounts," definitization will result in a Firm Fixed Price.

Period for Issuance of Contract Modification. Contract modifications for provisioned item orders, hardware, spares and consumables may be issued at any time during the period specified for CLIN 0008 in Section F.

Place Holder SLIN. Option CLIN 0008 includes a place holder SLIN (that is, SLIN 0008AA). The Not-To-Exceed amount this place holder is the Government's estimate of the amount for provisioned items, hardware, spares, and consumables to be ordered during the period of performance. As individual orders are placed and additional SLINs established, the Not-To-Exceed amount of the place holder (that is, 0008AA) will be proportionately reduced.

Delivery under Sub-Contract Line Item Numbers (SLINs). The required delivery date will be specified by the contract modification issuing the individual provisioned items order.

Not-To-Exceed Amounts. Modifications issued on this basis will contain a milestone schedule which culminates in a mutually agreed date upon which complete definitization will occur. The milestone schedule will provide for complete definitization within one hundred eighty (180) days and prior to 40% of the effort being completed. The Contractor shall submit to the Government Contracting Officer, not later than sixty (60) days after issuance of any not-to-exceed modification, a price proposal for the supplies/services required which shall include: (1) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the requirements, together with sufficient data to support the accuracy and reliability of such estimate, and (2) supporting cost and pricing data. Upon submission of the Contractor's price proposal, the Contractor and the Contracting Officer shall promptly negotiate and establish a firm fixed price for the supplies/services called for. The firm fixed price established for the supplies/services set forth in a supplemental agreement modification to the contract shall supersede the applicable not-to-exceed amount. If agreement on a definitive bilateral modification to any not-to-exceed modification is not reached by the period specified above, the Government Contracting Officer may determine a reasonable price for the requirements concerned with FAR 15.8, DOD FAR Supplemental 215.8, and FAR Part 31, subject to appeal by the Contractor as provided in the "Disputes" clause of this contract.

Segregation of Costs for Not-To-Exceed Modifications. The Contractor shall segregate by SLIN all incurred costs (less allocable credits) for work allocable to any not-to-exceed PIO modification issued. The requirement for the Contractor to segregate the costs of each not-to-exceed PIO shall continue until a firm fixed price is established by a supplemental agreement modification to this contract.

Profit. It is mutually agreed that the profit to be included in the final Firm Fixed Prices established for any modifications issued for PIO CLIN 0008 will be _____%.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.252-2	Clauses Incorporated By Reference	FEB 1998
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.217-8	Option To Extend Services	NOV 1999
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016

52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer Products	OCT 2015
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2016
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	OCT 2010

52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7996 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation. (DEVIATION 2016-O0003)(OCT 2015)	OCT 2015
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2016-O0003)(OCT 2015)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7001 Alt I	Buy American Act and Balance of Payments Program -- Alternate I (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7006	Acquisition of the AmericanFlag	AUG 2015
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7021	Trade Agreements--Basic (OCT 2015)	OCT 2015
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program--Basic (Nov 2014)	NOV 2014
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014

252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7001	Warranty Of Data	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7028	Application for U.S. Government Shipping Documentation/Instructions	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (APPLIES TO ALL NON-SURGE CLINS)

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

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

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

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (APPLIES TO ALL SURGE CLINS)

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

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

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

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

RFP Labor Category	**Wage Determination Occupation Code and Title**	**Monetary Wage-Fringe Benefits**
Warehouse Specialist	21410 - Warehouse Specialist	WG-5 Equivalent
Supply Clerk	01410 - Supply Technician	GS-7 Equivalent

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting--

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

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

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

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

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

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

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

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

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

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

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

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

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

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

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2015)

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

(b) Display of fraud hotline poster(s). (1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

http://www.dhs.gov

(c) Display of combating trafficking in persons and whistleblower protection hotline posters. The Contractor shall

display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of these required posters at the Web site.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed $5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified information that--

(i) Is--

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or disseminationcontrols pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapid(ly) report(ing) means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall--

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum--

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government--

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause--

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, ``Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," http://dx.doi.org/10.6028/NIST.SP.800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other security measures when the Contractor reasonably determines that such measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at http://dibnet.dod.mil.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at http://dibnet.dod.mil.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber

incidents. For information on obtaining a DoD-approved medium assurance certificate, see http://iase.disa.mil/pki/eca/Pages/index.aspx.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (``recipient'') that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at http://dibnet.dod.mil and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(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 Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

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

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

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are

serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

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

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

Government's unit acquisition cost means--

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

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

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

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

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.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

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

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

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

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

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

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

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

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

(If items are identified in the Schedule, insert ``See Schedule'' in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

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

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is 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.

(5) 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 (e.g. Vehicle Identification Number); 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 MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(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 item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), 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, as part of 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.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

** Once per item.

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

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique 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), including subcontracts for commercial items.

(End of clause)

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

(a) Definitions. As used in this clause—

``Commercial and Government entity (CAGE) code'' means—

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

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

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

``Government-furnished property'' has the meaning given in FAR clause 52.245-1.

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

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

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

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

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

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

``Nomenclature'' means—

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

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

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

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

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

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

``Supply condition code'' means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel
(see http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm--pubs.asp).

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

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

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

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

(2) Beginning January 1, 2014, report—

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

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

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

(1) Contractor-acquired property;

(2) Property under any statutory leasing authority;

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

(4) Intellectual property or software;

(5) Real property; or

(6) Property released for work in process.

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

(1) Received/Sent (shipped) date.

(2) Status code.

(3) Accountable Government contract number.

(4) Commercial and Government Entity (CAGE) code on the accountable Government contract.

(5) Mark record.

(i) Bagged or tagged code (for items too small to individually tag or mark).

(ii) Contents (the type of information recorded on the item, e.g., item internal control number).

(iii) Effective date (date the mark is applied).

(iv) Added or removed code/flag.

(v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).

(vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.

(vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.

(viii) Value, e.g., actual text or data string that is recorded in its human-readable form.

(ix) Set (used to group marks when multiple sets exist.

(6) Appropriate supply condition code, required only for reporting of reparables, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm--pubs.asp).

(e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.

(f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Procedures for updating the IUID Registry.

(1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at https://iuid.logisticsinformationservice.dla.mil/ for changes in status, mark, custody, condition code (for reparables only), or disposition of items that are—

(i) Received by the Contractor;

(ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

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

(iv) Disposed of; or

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

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

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

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

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

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

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

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

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

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

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

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

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

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

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

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

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

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

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

(10) Name of the steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

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

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

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all

foreign-flag ocean transportation; or

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

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY

TOTAL_____

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

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

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

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

(End of clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

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

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

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

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

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

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall--

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

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

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

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

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

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

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

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

Government Remittance Address (include point of contact and telephone number) : TBD

(End of clause)

LIST OF ATTACHMENTS:

Attachment 1: Performance Work Statement (PWS) for the Integrated Undersea Surveillance System (IUSS) Logistics Support Facility (LSF), dated 15 June 2016

Attachment 2: Department of Defense Contract Security Classification Specification, DD Form 254

Attachment 3: Quality Assurance Surveillance Plan (QASP) for the IUSS Logistics Support Facility

Attachment 4: Wage Determinations

Attachment 5: Past Performance Form

Attachment 6: Sample BOM, Logistics Support Facility (LSF) Procured Parts

Attachment 7: Labor Category Descriptions

Attachment 8: Staffing Plan Matrix

Attachment 9: Prime Pricing Model

Attachment 10: Subcontractor Pricing Model

Attachment 11: Preaward Accounting System Adequacy Checklist

Attachment 12: Integrated Undersea Surveillance System (IUSS) Logistics Support Facility (LSF) NESI Collaboration Site Access Use and Non-Disclosure Agreement (NDA)

LIST OF EXHIBITS:

Exhibit A: Contract Data Requirements List (CDRLs)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541614.

(2) The small business size standard is $15,000,000.

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

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

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

( ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

(vii) 52.209-11, Representation by Corporations Regarding elinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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

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

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

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be

performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

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

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

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

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

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

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

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

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

__X__ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

__X__ (iii) 252.225-7020, Trade Agreements Certificate.

__X__ Use with Alternate I.

__X__ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at https://www.acquisition.gov/. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard

applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete
as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

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

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

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

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

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

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

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

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

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

Technical Data or Computer Name of Person

Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

(End of provision)

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

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

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

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

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

(End of clause)

5252.227-9216 PRE-AWARD IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA PERTAINING TO A COMMERCIAL ITEM AND COMMERCIAL COMPUTER SOFTWARE (DEC 2014)

a. Definitions. Unless otherwise specified in this provision, the terms used in this provision are defined in the FAR/DFARS, as applicable.

b. Identification and Assertion of Restrictions.. The Offeror (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) shall identify all commercial technical data and commercial computer software that it proposes will be delivered or otherwise provided (including all Option CLIN's, if exercised) with less than Unlimited Rights as follows:

1. The Offeror shall identify and assert any restrictions for all commercial computer software, including Open Source Software, and commercial technical data (i.e., technical data pertaining to a commercial item) using the format provided in paragraph e below.

2. If the Offeror is awarded a contract, the assertions identified in this provision, and this provision, shall be listed in an Attachment to that Contract.

c. Copies of Commercial Licenses. The Offeror shall provide copies of all commercial license(s) under which the Offeror proposes to deliver commercial technical data or commercial computer software. If the Offeror intends to deliver commercial technical data under the terms of DFARS 252.227-7015, Technical Data-Commercial Items instead of its own commercial license, the Offeror shall include DFARS 252.227-7015 in the Pre-Award table found at paragraph e below.

d. Use of Open Source Software Without Delivery. The Government treats Open Source Software (OSS) as a category of commercial computer software. If the Offeror proposes to deliver OSS while performing under the Contract, the Contractor shall follow the same rules as prescribed in this provision as for commercial computer software.

e. Table Format for Identification and Assertion of Restrictions. Commercial technical data/commercial computer software restrictions shall be identified as follows:

Identification of Commercial Technical Data/Computer Software (Including Open Source Software) Use and Modifications

Commercial Technical Data/Computer Software Title, Version #, and License*	Technical Use/ Implementing Approach **	If OSS, Was OSS modified by Contractor? ***	Name of Contractor Delivering Commercial Software****

* For commercial technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the computer software or computer software documentation. The complete title and version number of the computer software should be listed. If Open Source Software (OSS), the OSS license and version number should be listed. If a version number is not available, the Contractor should state no version number. If commercial technical data is being delivered under the terms of DFARS 252.227-7015, then DFARS 252.227-7015 should be listed. If the OSS was downloaded from a website, the website address should also be provided. Enter none if all commercial technical data or commercial computer software will be submitted without restrictions.

** The functionality of the Commercial computer software should be described, as well as where it is being used within the larger computer software deliverable (if applicable).

*** If OSS is being used, the Offeror should state whether it has modified the OSS.

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

(End of provision)

5252.245-9403 ACQUISITION OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (MAR 1999)

In accordance with FAR 45.309(b), the offeror represents that this procurement ☐ does, ☐ does not involve the acquisition of Government production and research property, the disposition of which may be restricted by patent or other rights.

(End of provision)

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

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

(End of provision)

K-307 CONTRACT ADMINISTRATION OFFICE (DEC 1999)

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
52.237-10	Identification of Uncompensated Overtime	MAR 2015
252.215-7008	Only One Offer	OCT 2013

CLAUSES INCORPORATED BY FULL TEXT

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):

https://www.acquisition.gov/?q=browsefar
http://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(End of provision)

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a contract with Cost-Plus-Fixed-Fee (CPFF) Contract Line Item Numbers (CLINs) for labor and materials, Cost only CLINs for Other Direct Costs (ODCs), and Provisioned Item Order (PIO) CLINs for materials resulting from this solicitation.

(End of provision)

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(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

SPAWAR, Code 2.0
4301 Pacific Highway
San Diego, CA 92110
Attn: Katarzyna Staron-Barabasz

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions*. As used in this provision—

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means—

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

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

"Registered in the System for Award Management (SAM) database" means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record "Active."

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov.

(End of Provision)

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (MAY 2015)

(a) This provision implements 10 U.S.C. 2419.

(b) The Offeror acknowledges by submission of its offer that by acceptance of the contract resulting from this olicitation, the Offeror may exceed the applicable small business size standard of the North American Industry Classification System (NAICS) code assigned to the contract and would no longer qualify as a small business concern for that NAICS code. (Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at http://www.sba.gov/content/table-small-business-size-standards.) The Offeror is therefore encouraged to develop the capabilities and characteristics typically desired in contractors that are competitive as other-than-small contractors in this industry.

(c) For procurement technical assistance, the Offeror may contact the nearest Procurement Technical Assistance Center (PTAC). PTAC locations are available at www.dla.mil/SmallBusiness/Pages/ptac.aspx.

(End of provision)

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

1. Introduction

This Request for Proposal (RFP) is for the procurement of services to support the Integrated Undersea Surveillance System (IUSS) Logistics Support Facility (LSF). Services include Facility Operation and Navy Life Cycle Logistics Support, Network and Facility Management Support, Foreign Military Sales (FMS) Support, and Program Management.

1.1. Date and Time for Receipt of Offers

The date and time for receipt of offers is **18 July 2016 at 5:00 PM (PDT)**. All times are local time for San Diego, California. All submissions are subject to the late proposal provisions of FAR 52.215-1, Instructions to Offerors – Competitive Acquisition.

1.2. Proposal Validity Period

Proposals submitted in response to this RFP shall be valid for no less than six months from the date and time established for receipt of proposals.

1.3. Questions

Offerors may request clarifications or submit questions concerning any aspect of this solicitation. All questions shall be submitted in writing via the “Ask Question” button on the e-commerce solicitation page for Solicitation # N00039-16-R-0030 by **30 June 2016 at 5:00 PM (PDT)**. All times are local time for San Diego, California. Offerors are advised that the Government will make available to the public any Offeror questions and comments and the Government's associated responses; therefore Offerors shall not provide questions or comments of a

proprietary nature. The Government will use its best efforts to respond to Offeror questions and comments; however, responses are not guaranteed.

1.4. Instructions to Access Attachment (1)

Attachment (1) - Performance Work Statement (PWS) for the Integrated Undersea Surveillance System (IUSS) Logistics Support Facility (LSF), dated 15 June 2016 is located on SPAWAR's Net-Centric Enterprise Solutions for Interoperability (NESI) Collaboration Site at https://nesi.spawar.navy.mil.

To obtain access to this secure website, all interested Offerors must have the following:

1. A current and properly scoped DD 2345 on file with the Defense Logistics Information Services (DLIS). If the Offeror does not have a current and properly scoped DD 2345 on file and cannot provide a Joint Certification Program (JCP) number, please visit DLIS at http://www.dlis.dla.mil/jcp/ for more information on how to complete and submit the DD 2345.

2. A DoD CAC or ECA Certificate. Instructions on how to obtain a certificate can be found at http://iase.disa.mil/pki/eca/Pages/index.aspx

3. Use a computer with DoD root certificates installed. Required Trusted Client Certs installed in your browser are:
   "Trusted Root Certification Authorities" - "DoD Root CA2"
   "Intermediate Certification Authorities" - "DoD CA-27"
   The user must verify the installation of the proper trusted DoD certificates in the browser. The root certificates can be downloaded from the following DISA sites:

   http://iase.disa.mil/pki-pke/Pages/tools.aspx
   http://iase.disa.mil/pki-pke/getting_started/Pages/index.aspx
   http://iase.disa.mil/pki-pke/getting_started/Pages/windows.aspx (see video)

Offerors shall follow the below steps to access Attachment (1) – Performance Work Statement (PWS):

1. Provide the company's JCP number and CAGE Code along with the name, email address and phone number for each requested user (maximum 2 users per company), to James Leal at James.Leal@navy.mil and Katarzyna Staron-Barabasz at Kat.Staron@navy.mil.

2. Sign and return Attachment (12) – Integrated Undersea Surveillance System (IUSS) Logistics Support Facility (LSF) NESI Collaboration Site Access Use and Non-Disclosure Agreement (NDA) via email to James Leal at James.Leal@navy.mil and Katarzyna Staron-Barabasz at Kat.Staron@navy.mil.

3. Request access to SPAWAR's Net-Centric Enterprise Solutions for Interoperability (NESI) Collaboration Site. Each contractor may request NESI access for up to two representatives. Each representative must be a U.S. citizen or lawfully admitted in the U.S. for permanent residency (please see DD 2345). Steps for access requests are as follows:

   a. Request a NESI-CS account (if you do not already have a NESI-CS account)
      i. Access NESI Collaboration Site at https://nesi.spawar.navy.mil
      ii. Click on link titled "Request for a New Account"
      iii. Fill out the Requested information. For "Government POC" use James Leal. For "Justification" use the following statement: "Access is required to view the IUSS Logistics Support Facility (LSF) Procurement Project"
      iv. Wait for "account approval email" - Account will be approved within 48 hours. If access is not granted within 48 hours, the company shall notify James Leal at James.Leal@navy.mil and Katarzyna Staron-Barabasz at Kat.Staron@navy.mil
      v. In "account approval email", click on link to activate account.

b. Request access to the IUSS Logistics Support Facility (LSF) Procurement Project
   i. Access https://nesi.spawar.navy.mil/projects/lsfrfi/
   ii. Request project-access via website.
   iii. Wait for "project access approval" email. Please note that project approval will only be provided once James Leal and Katarzyna Staron-Barabasz have received the signed NDA, and the Offeror's JCP number and CAGE Code has been verified.

c. Access Performance Work Statement (PWS) for the Integrated Undersea Surveillance System (IUSS) Logistics Support Facility (LSF), dated 15 June 2016 (PWS will be posted once RFP is released)
   i. Access https://nesi.spawar.navy.mil/projects/lsfrfi/
   ii. Select link: "IUSS Logistics Support Facility (LSF) Procurement Project"
   iii. On left hand side select: "Documents"
   iv. Click on "IUSS LSF RFP Documents" folder
   v. Select the "Performance Work Statement (PWS) for the Integrated Undersea Surveillance System (IUSS) Logistics Support Facility (LSF), dated 15 June 2016" document

2. Proposal Requirements

2.1. Proposal Organization

The proposal shall be organized into the volumes, sections and page limitations shown in the table below:

ITEM	PAGE LIMIT
VOLUME I: TECHNICAL	
Factor 1: Technical Approach	15 pages total for elements a, b, d, e, and f 10 pages for element c
Factor 2: Corporate Experience	7 pages
Factor 3: Management Approach	
Sub-factor 1: Management Plan/Staffing and Transition Plan	10 pages
Sub-factor 2: Experience and Qualifications of Key Personnel	14 pages (limited to 2 pages per resume)
Factor 4: Past Performance	2 pages per contract- up to 3 contracts (6 pages total)
VOLUME II: COST	No page limit
VOLUME III: CONTRACTUAL	
Section 1: Proposal Cover Letter	No page limit
Section 2: Signed SF33 with completed Section B	No page limit
Section 3: Representation and Certifications (Section K)	No page limit
Section 4: Exceptions to the RFP	No page limit
Section 5: Contractor Responsibility Information	No page limit
Section 6: Proprietary Data Protection Agreements (PDPAs)	No page limit

The Offeror's proposal shall be provided in separate Technical, Price and Contract files in accordance with the above table. Failure to submit complete information in the manner above may be considered a "no response" and may result in the exclusion of the proposal from further consideration.

2.2. Proposal Format

Pages shall be numbered consecutively within each Section, showing volume, section, and page. As an example, page 19 of Section 1 of Volume I would be numbered I-1-19. Pages in the Cost Volume shall be numbered consecutively. There are no sections in the Cost Volume. As an example, page 62 of the cost volume would be numbered "II-62."

A page is defined as a sheet of paper that includes information. When information is contained on both sides of a single sheet of paper it will be counted as two pages and be numbered accordingly. Information submitted in excess of the page limits established above will not be read or evaluated. Page limits do not include cover sheets, tables of contents, traceability matrix(es), lists of figures, lists of drawings, lists of proprietary data, glossaries, tabs, dividers, or entire blank pages. All proposal material must be contained within the page limit(s) identified for each volume, unless otherwise specified. Partial pages count as a full page. All pages within a page limited volume shall be consecutively numbered, starting at page one, and shall not exceed the page limitation. Each page shall contain a footer that includes, as a minimum, the Offeror's name, RFP number, volume number, page number and, if applicable, restrictive legend (see FAR 52.215-1(e)(2)).

The Offeror's proposal shall be prepared on standard 81/2" by 11" paper, double-spaced, with 1" minimum margins. Foldouts may be used, but shall be no larger than 17" by 11", shall be printed on one side only, and shall count as two pages.

Type size shall be Times New Roman and no smaller than 12 point in the text and10 point in spreadsheets. Standard margins shall be a minimum of one inch, excluding header and footer. For the Past Performance Form, Attachment 5, type size shall be 8 point font on form, and 12 point font in any additional pages. The volumes shall contain a glossary of abbreviations and acronyms used and an explanation of each. No pen and ink changes are allowed.

3. Content

An Offeror's proposal is presumed to represent to Offeror's best efforts to respond to the solicitation. Proposals submitted for consideration for award must address the full scope of the solicitation. Proposals which address only part or portions of the solicitation will be considered unacceptable. Non-conformance may cause rejection of, or the down grading of, the proposal. Proposals should be clear, concise and complete. Organization, clarity, accuracy of information, relevance, and completeness are of prime importance.

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

3.1. VOLUME I: TECHNICAL

The technical proposal shall be specific, detailed, complete, and fully demonstrate that the Offeror has a thorough understanding of the Government's requirements. The Offeror must provide sufficient detail to substantiate the validity of all stated claims. Statements that the Offeror understands, can or will comply with all specifications, statements paraphrasing the specifications or parts thereof, and phrases such as "standard procedures will be employed" or "well known techniques will be used," etc., are insufficient. Data previously submitted will not be considered; therefore such data shall not be incorporated in the technical proposal by reference. No cost or price information shall be included in the technical proposal.

The proposal shall present evidence of the Offeror's understanding of the requirements. The proposal shall demonstrate the Offeror's familiarity with the detailed aspects of the requirements, and shall clearly show that the Offeror correctly interpreted the requirements.

The proposal shall demonstrate that the Offeror's approach adheres to the requirements, is feasible, and is well planned to meet the Integrated Undersea Surveillance System (IUSS) Logistics Support Facility (LSF) services requirements.

Proprietary data contained in the proposal shall be specifically identified by page.

The technical proposal shall be broken down into the following four (4) sections:

Factor 1 - Technical Approach. The Technical Approach shall demonstrate the soundness of the Offeror's technical approach to supporting the below listed areas as described in the Performance Work Statement (PWS, Attachment 1 to the solicitation). The Offeror shall indicate recognition of any technical limitations/ risks in its approach and state plans to mitigate those limitations/ risks.

a. LSF Operation (PWS 3.1.1). The Offeror shall describe its approach that demonstrates the ability to successfully operate the LSF and provide life cycle logistic support for all IUSS fielded systems afloat and ashore.

b. Outfitting for IUSS Afloat and Ashore Sites (PWS 3.1.2). The Offeror shall describe its approach that demonstrates the ability to successfully provide for outfitting and logistics loadout of IUSS afloat and shore sites.

c. Provisioning and Technical Support for IUSS Equipment (PWS 3.1.3). The Offeror shall describe its approach that demonstrates the ability to successfully provide provisioning and technical support for IUSS equipment. For provisioning, the Offeror shall describe its internal policies and procedures for procuring items to include, market research, price evaluation, obtaining cost and pricing data, and its review process for providing a material pricing package to the Government. In addition to the above narrative, using the attached sample BOM (Attachment 6, Sample BOM, Logistics Support Facility Procured Parts), the Offeror shall provide a sample material pricing package showing the results of market research accomplished; the degree of price competition obtained; and the results of price evaluations.

d. IUSS LSF Support (PWS 3.2.1). The Offeror shall describe its approach that demonstrates the ability to provide LAN support, management and maintenance of the IOSC Administrative Services Network, physical security, and maintenance of a technical documentation repository.

e. Operate, Maintain, and Manage Web-Enabled IUSS Logistics Database (WILD) (PWS 3.2.2). The Offeror shall describe its approach that demonstrates the ability to operate and maintain a remotely hosted (web-based) Oracle database which utilizes a user interface that is written in Microsoft .NET.

f. Foreign Military Sales (FMS) Support: FMS TRIL Support (PWS 3.3.1). The Offeror shall describe its approach that demonstrates the ability to use and maintain a Tailored Repairable Items List (TRIL) including transportation support of TRIL materials.

Factor 2 – Corporate Experience. The Offeror shall describe its experience providing total life cycle logistics support including supply support, inventory management of both traditional DOD provisioned assets and non-traditional assets, operations and maintenance for mission equipment, including SURTASS; Fixed Surveillance System (FSS); Foreign Military Sales (FMS); or other like systems taken place within the last five years. The more relevant and similar the Offeror's described experience is to the work required under this solicitation, the more valuable that experience will be considered by the Government. Operational, functional, and technical knowledge and experience with the systems and equipment identified above is considered the most relevant and, therefore, valuable to the Government. For experience not specifically supporting these services, systems, or equipment, the value of the experience will be determined by the similarity to the systems/equipment identified and the depth, breadth and complexity of the tasks performed. If the Offeror provides experience not

specifically supporting the type of services, systems or equipment identified, the Offeror shall provide an explanation as to why the experience is relevant.

Factor 3 – Management Approach. The Offeror shall demonstrate the soundness of its management approach, staffing and transition approach, understanding of management requirements, and capability to manage and perform the proposed effort. The Management Proposal shall be organized in the following manner:

Sub-factor 1: Management Plan/ Staffing and Transition Plan: The Management Plan/Staffing and Transition Plan shall address the following elements:

a. Management Plan. The Offeror shall provide a detailed Management Plan that will be followed during contract execution. The Management Plan will define the organizational structure for the contract; how personnel will be assigned; how the Offeror's team will interface with its corporate structure and the contract government structure, including the fleet. The plan will define the policies and procedures for standardization, process and process control, productivity, quality, cost control and cost management. The plan will describe the Offeror's method of cost/schedule control and reporting and its procedures for early identification and resolution of problems.

   Staffing and Transition Plan. Offerors shall provide a narrative Staffing and Transition Plan, addressing the proposed approach to hiring and retaining qualified personnel. The Offeror shall describe in detail its plan to ensure that personnel with the required level of qualifications, education, and experience (shown in Attachment 7, Labor Category Descriptions) are available at contract award, within 7 days, and within 14 days, as shown in Attachment 8, Staffing Plan Matrix. The Offeror shall describe its ability to obtain the required resources in the event that any proposed key personnel, named contingent hires, or planned hires from an incumbent contractor or other contractors are not available at the time of contract award. The Staffing and Transition Plan shall describe the proposed process for managing personnel turnover during performance and for addressing surge requirements shown in Section 3.2.1 Labor Hours and Labor Mix. The Staffing and Transition Plan shall identify any risks associated with hiring and retention of qualified personnel at contract award and during contract performance and shall describe how the risks will be mitigated. The Staffing Plan Matrix shown in Attachment 8 covers the base year requirement only. All Key Personnel shall be immediately available upon contract award.

Sub-factor 2: Experience and Qualifications of Key Personnel: Offerors shall submit one (1) resume for each of the seven (7) Key Personnel positions:

1. Program Manager
2. Operations Manager
3. Supply Support Manager
4. Inventory PHS&T Manager
5. Network LAN Administrator
6. Software Engineer/WILD Database Manager
7. OCONUS Warehouse Manager

The resumes shall reflect the experience, qualifications, and ability to perform the responsibilities of the key employees shown in Attachment 7, Labor Category Descriptions. Resumes shall contain sufficient detail to demonstrate that proposed personnel possess the experience desired to enable the successful performance of the PWS. Resumes shall quantify the number of years of specialized experience and identify the specific dates, including the month and year for start and end dates (e.g., January 2010-December 2015). If specialized experience overlaps with other experience, the resume shall clearly identify the percentage of time spent on each type of work.

Resumes shall include, at a minimum but not limited to, the following information:

- Employee name
- Years of professional experience
- Current position/title
- Educational history
- Chronology of professional experience
- Current level of security clearance

Factor 4 – Past Performance. The Offeror shall provide past performance information for up to three (3) past Government contracts, which are relevant in scope, magnitude, and complexity to the effort required by this solicitation. Relevancy, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance. The contracts provided should have been performed within the last five (5) years, but not necessarily completed. Additionally, for 2 of the 3 past performance references, the Offeror must show experience as either a Prime contractor or a major subcontractor. Major subcontractor is defined as performing at least 30% of the overall cost of the prime contract.

The Offeror shall provide this information using the Past Performance Form (Attachment 5) and by attaching the most recent Contractor Performance Assessment Reporting System (CPARS) evaluations or other customer evaluations (if available) in accordance with Attachment 5, Block 15. If CPARS evaluations are unavailable, the Offeror shall ensure that the Government points of contact shown in Block 9a/9b of Attachment 5 are current and accurate and complete. The Government reserves the right to contact references for verification and additional information. The Government reserves the right to use past performance information obtained from sources other than those identified by the Offeror. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror.

3.2. VOLUME II, COST

Cost proposal is to be submitted in accordance with the following instructions:

The cost proposals (for the Prime and all Subcontractors) shall be submitted using the format provided in Attachments 9 and 10 in MS Excel format with formulas intact. Each CLIN shall be separately priced and then rolled up to the contract total. Information provided shall be consistent with the Offeror's disclosed accounting practices and shall identify how the direct and indirect rates were derived. The Offeror shall identify the basis for the various cost elements for which each rate is applied. Each spreadsheet shall be formatted in Microsoft Excel and contain cells with working formulas intact and calculations rounded using two decimal places.

Offeror's (Prime and all Subcontractors) shall provide a summary description of the standard estimating system or methods utilized for the Cost Proposal. The summary description shall cover separately each major cost element (i.e., direct labor, direct labor escalation, indirect costs, and fixed fee). Offerors shall submit a copy of the most current Forward Pricing Rate Agreement (FPRA) or DCAA/DCMA report(s) on the Offeror's Labor, Indirect Rates, and Accounting System reviews, if available.

3.2.1. Labor Hours and Labor Mix

Offerors shall propose level of effort by labor category in accordance with the following estimated labor mix provided below:

Labor Category	Base Year Hours	Option Year 1 Hours	Option Year 2 Hours	Option Year 3 Hours	Option Year 4 Hours

Labor Category	Base Year Hours	Option Year 1 Hours	Option Year 2 Hours	Option Year 3 Hours	Option Year 4 Hours
Program Manager (Key)	1,040	1,040	1,040	1,040	1,040
Security Manager	1,040	1,040	1,040	1,040	1,040
Operations Manager (Key)	1,040	1,040	1,040	1,040	1,040
Inventory PHS&T Manager (Key)	2,080	2,080	2,080	2,080	2,080
Software Engineer	4,160	4,160	4,160	4,160	4,160
Supply Support Manager (Key)	2,080	2,080	2,080	2,080	2,080
Network LAN Administrator (Key)	2,080	2,080	2,080	2,080	2,080
Software Engineer / WILD Database Manager (Key)	2,080	2,080	2,080	2,080	2,080
OCONUS Warehouse Manager (Key)	2,080	2,080	2,080	2,080	2,080
Warehouse Specialist	6,240	6,240	6,240	6,240	6,240
Configuration Specialist	6,240	6,240	6,240	6,240	6,240
Logistics Analyst	6,289	6,289	6,289	6,289	6,289
Supply Clerk	8,320	8,320	8,320	8,320	8,320
Total Hours	44,769	44,769	44,769	44,769	44,769

SURGE (Option CLINs)

Labor Category	Base Year Hours	Option Year 1 Hours	Option Year 2 Hours	Option Year 3 Hours	Option Year 4 Hours
Supply Clerk	1,040	1,040	1,040	2,080	2,080
Logistics Analyst	2,080	2,080	4,160	4,160	4,160
Software Engineer	1,040	1,040	1,040	1,040	1,040
Total Hours	4,160	4,160	6,240	7,280	7,280

The Government's labor category descriptions are provided in Attachment 7, Labor Category Descriptions. In the event that the Offeror's labor category designations do not align precisely with the Government labor category designations, Offerors may use their own labor category designations. When using their own labor category designations, Offerors shall provide a cross reference to the Government labor categories and labor category descriptions for the labor category designations used in the proposal.

The total hours proposed for the Prime and all Subcontractors shall equal the labor mix provided above. This estimate provides the number of hours the contractor will be required to perform during contract performance; however, actual contract performance may vary from this estimate. Accordingly, the Government cannot guarantee the contractor will perform the estimated hours shown for either the individual labor categories or the total estimated hours.

3.2.2. Direct Labor

In preparing the Cost Proposal, Offerors must identify the labor category and either a named current employee, a named intended employee, or state "TBD" in the direct labor category column. The straight time hourly rates shall use a forty-hour week for the conversion of salaried employees to the hourly basis and shall be exclusive of loading factors; e.g., vacation, sick leave, holidays, overhead, G&A, and fee. Offerors (Prime and all Subcontractors) shall identify on Attachments 9 and 10 (Prime Pricing Model and Subcontractor Pricing Model) the Current Actual Labor Rates. Offerors shall specify whether or not uncompensated overtime is included in their proposal for the Prime and all Subcontractors. (See Sections L-331 and M-308).

In addition, Offerors shall provide a "total compensation plan" in accordance with Provision 52.222-46 Evaluation of Compensation for Professional Employees, which sets forth salaries and fringe benefits, proposed for the professional employees who will work under the contract. The labor categories listed below are considered to be "Professional Employees".

Position	Employee Type
Program Manager (Key)	Professional Employee
Operations Manager (Key)	Professional Employee
Supply Support Manager (Key)	Professional Employee
Inventory PHS&T Manager (Key)	Professional Employee
Network LAN Administrator (Key)	Professional Employee
Software Engineer / WILD Database Manager (Key)	Professional Employee
OCONUS Warehouse Manager (Key)	Professional Employee
Software Engineer	Computer Professional Employee
Security Manager	Professional Employee
Configuration Specialist	Computer Professional Employee
Logistics Analyst	Computer Professional Employee

The labor categories listed in the table below are considered to be service employees, as defined in clause 52.222-41 Service Contract Labor Standards. The wage determinations for these labor categories can be found in Attachment 4, Wage Determinations.

RFP Labor Category	Wage Determination Occupation Code and Title
Warehouse Specialist	21410 - Warehouse Specialist
Supply Clerk	01410 - Supply Technician

In order to facilitate the Government's assessment of the realism of the Offeror's proposed direct labor rates, Offerors (including proposed subcontractors) shall submit, as part of their Cost Proposal, documentation substantiating the accuracy of their proposed direct labor rates. Acceptable documentation may include the following:

(1) Copies of current or prior fiscal year DCMA Forward Pricing Rate Agreement (FPRA), Forward Pricing Rate Recommendation (FPRR), or Forward Pricing Rate Proposal (FPRP).

(2) Payroll data (if proposing current named employees).

(3) Copies of signed Letters of Intent that indicate agreed upon annual salary (if proposing named new hires).

(4) If proposing rates that do not fall within one of the above criteria, provide a detailed, comprehensive description of the methodology used to establish the proposed direct rate. The

description shall include both the source where the rate was obtained and a description of how the resulting rate was calculated. Merely stating that a "salary survey" or "market survey" was used is not sufficient.

(5) If labor category averages are used, provide a detailed narrative that supports the category averages and include the calculation used to establish the category average. For example, provide a list of the current salaries for all employees working in that labor category, divided by the number of current employees in that labor category. If job classification tables or blended rates between job titles are used, provide a detailed explanation to crosswalk between the Government's labor category and the Offeror's proposed rate for that labor category.

3.2.3. Indirect Rates

Current and historical indirect data, to include FPRA, FPRR, provisional rates, actual incurred rates, and annual incurred cost claims (if submitted), or DCAA audits of the Offeror's indirect rates shall be provided for the three years prior to the Offeror's current fiscal year. This data shall include the Offeror's fringe benefit, overhead (on and off-site as applicable), General and Administrative (G&A), and Materials and Subcontracts (M&S) handling rates as applicable to the Offeror's accounting system. In the absence of FPRA or FPRR information, the Government may use historical indirect data to determine the realism of the proposed indirect rates. If proposed rates are significantly different from the three year historical rates, Offerors shall include a detailed explanation and supporting cost data to establish the realism of the rates. Prime contractors and subcontractors shall explain any year to year differentials for indirect rates.

3.2.4. Direct Labor Escalation.

If the Offeror (prime and all subcontractor) proposes direct labor rates of the base period that are different than the rate specified in Attachments 9 and 10 under the column heading "Actual Current Labor Rate", an explanation shall be provided for the difference (i.e. the actual current labor rate was escalated by a specified percentage) to equal the direct labor rate proposed for the base period. Additionally, documentation substantiating the basis of the direct labor escalation rates and calculation methods utilized shall be provided by the Offeror.

Offerors shall propose any direct labor escalation applicable to the option years.

3.2.5. Facilities Capital Cost of Money

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

3.2.6. Identification and Type of Subcontract

The Offeror (Prime) shall provide a list of all Subcontractors by name and shall specify the type of subcontract (e.g., CPFF, FFP or T&M).

3.2.7. Subcontractor Costs

A separate, fully-disclosed cost proposal shall be submitted for each subcontractor proposed in the same format as required for the Prime and will be evaluated by the Government. If the prime has a DCMA approved Purchasing System, the cost proposal shall contain documentation of the prime's evaluation of the Subcontractor's cost/technical proposal, and its determination of the reasonableness of the subcontract prices.

Subcontractors that prefer to submit detailed cost information directly to the Government (rather than to the Prime) shall submit their proposals through the-commerce website (https://e-

commerce.sscno.nmci.navy.mil/). Cost data provided separately by a Subcontractor must be received by the time and date specified for receipt of proposals.

Subcontractors are required to provide the DCAA/DCMA branch offices for their company, with the name and email address of the DCAA/DCMA points of contact that are familiar with their company.

3.2.8. Other Direct Costs

Offerors shall include Other Direct Costs (ODCs) EXACTLY as specified below. It is anticipated that ODC costs will consist mainly of travel. These amounts are inclusive of any/all indirect cost adders.

Base Year:	$36,000
Option Year 1:	$41,500
Option Year 2:	$26,000
Option Year 3:	$31,500
Option Year 4:	$38,700
Base Year Surge (Option):	$6,500
Option Year 1 Surge:	$6,400
Option Year 2 Surge:	$6,500
Option Year 3 Surge:	$6,600
Option Year 4 Surge:	$6,800

3.2.9. Provisioning for IUSS Equipment CPFF CLINs

It is anticipated that Provisioning CPFF CLINs will be utilized for material purchases requiring short turnaround times in accordance with PWS 3.1.3. Offerors shall propose the estimated costs, which are inclusive of any/all indirect cost adders (except fee) as specified below. Offerors shall propose a fixed fee rate for each provisioning CLIN not to exceed 4%.

Base Year:	$1,941,300
Option Year 1:	$1,500,800
Option Year 2:	$2,006,200
Option Year 3:	$2,046,400
Option Year 4:	$2,080,600
Base Year Surge (Option):	$1,024,500
Option Year 1 Surge:	$439,900
Option Year 2 Surge:	$1,498,500
Option Year 3 Surge:	$1,937,500
Option Year 4 Surge:	$1,378,400

3.2.10. PIO Material CLIN

Offerors shall propose the estimated not-to-exceed amount (exclusive of profit) as specified below. Offerors shall propose a profit rate to be utilized for future orders placed under this PIO CLIN. The proposed profit rate shall not exceed 4%.

PIO CLIN:	$1,596,800

3.2.11. Fee

Fee may be proposed on both prime and subcontracted costs. The maximum amount of fixed fee for the labor CLINs proposed by the contractor shall not exceed 10 percent of the contract's estimated cost,

excluding fee. The maximum fee for the Provisioning for IUSS Equipment CPFF CLINs shall not exceed 4%. The maximum profit rate for the PIO Material CLIN shall not exceed 4%.

3.2.12. Totals

Sum of all the above cost elements and fee/profit. Offerors (Prime and all Subcontractors) shall provide spreadsheets for each of the following: Base year, Option 1, Option 2, Option 3, and Option 4, and surge options for each year, as well a spreadsheet of the total for all five (5) years. Offerors shall round to two (2) decimal places and shall ensure that MS Excel files, when printed, are legible (i.e., not tiny print).

3.2.13. Accounting System

Offerors are advised that they must have an accounting system adequate for determining costs applicable to this cost reimbursement task order in order to be eligible for award. Offerors shall provide a copy of the DCAA report stating the Offeror's accounting system is adequate for the accumulation, reporting, and billing costs under a cost reimbursement contract. In the absence of a DCAA or DCMA Report on an Adequate Accounting System, the Offerors shall complete Attachment 11 (Preaward Accounting System Adequacy Checklist). The Offeror (Prime) is responsible for ensuring that each Subcontractor with a proposed CPFF subcontract also has an adequate accounting system. Subcontractors with adequate accounting system shall submit a DCAA report stating that their accounting system is adequate for the accumulation, reporting, and billing costs under a cost reimbursement contract. Subcontractors that do not have an adequate accounting system should be proposed as FFP or T&M.

3.2.14. Purchasing System

Offerors shall provide a status of their purchasing system. Offerors shall provide a copy of the report from the cognizant DCAA or DCMA office as supporting documentation, if available.

3.3. VOLUME III, CONTRACTUAL

This volume provides for all other miscellaneous contractual items delineated above in this provision.

3.3.1. Section 1: Proposal Cover Letter

The Offeror's proposal shall include a cover letter on the Offeror's letterhead stationery 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) DUNSs Number, (3) Taxpayer Identification Number (TIN), (4) state the name, address and telephone number of the cognizant DCAA audit office, (5) the name, address and telephone number of the cognizant DCMA office, and (6) a statement that the proposal is valid for six months from RFP release. The above listed information (items 1-6) shall also be provided for all proposed subcontractors as a separate cover letter or an enclosure to the prime contactor's cover letter.

3.3.2. Section 2: Signed SF33 with completed Section B

The Offeror's proposal shall include a completed and signed SF33 and completed Section B.

3.3.3. Section 3: Representations and Certifications (Section K)

The Offeror's proposal shall include a completed Section K.

3.3.4. Section 4: Exceptions to the RFP

The Offeror's proposal shall include any exceptions to the terms and/or conditions of the solicitation. The Offeror shall clearly state the exceptions and provide references to the applicable RFP page, paragraph or exhibit line item number. The Offeror shall provide a full explanation for all exceptions taken to the solicitation. Any material exceptions to the RFP may render the proposal unacceptable and ineligible for award on initial proposals. If the offeror takes no exceptions to the provisions of the solicitation, the offeror shall state "No exceptions".

3.3.5. Section 5: Contractor Responsibility Information

The Offeror's proposal shall include the following information to aid in the determination of contractor responsibility:

(a) Information regarding the general financial condition of the firm and specific plans for financing the proposed contract, including the latest available financial statements.

(b) A summary of the Offeror's:

i. accounting procedures and controls
ii. organization
iii. quality assurance programs
iv. equipment and facilities relative to this effort

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

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

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

3.3.6. Section 6: Proprietary Data Protection Agreements (PDPAs)

The Government desires to have Booz Allen Hamilton (BAH) provide facility and administrative support throughout the source selection process. In doing so, the Government desires to provide BAH with access to the proposals submitted in response to this solicitation.

Responses to the solicitation must clearly state on the cover page whether the Offeror provides the Government permission to provide BAH access to the Offeror's proposal. The Government recommends that the Offeror place the following statement as a footer on the cover page of its proposal: "The Government is granted permission to provide Booz Allen Hamilton with access to this proposal for purposes solely related to supporting the IUSS LSF acquisition." If the Offeror does not grant such permission, the Government will not provide BAH with access to the Offeror's proposal. Offerors are encouraged to execute Proprietary Data Protection Agreements (PDPAs) with BAH. Subcontractors that provide proposal information separate from the prime Offeror's proposal shall clearly state whether permission is granted allowing BAH to have access to the subcontractor's proposal.

Point of Contact for Booz Allen Hamilton PDPA is as follows:

Richard Burroughs, richard.b.burroughs.ctr@navy.mil

(End of provision)

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

Proposals that include hourly rates for exempt employees which are based on more than a 2,080 work-year shall be identified as Uncompensated Overtime as defined in the FAR 52.237-10 "Identification of Uncompensated Overtime" provision in this solicitation and evaluated in accordance with the "Uncompensated Overtime Evaluation" provision in Section M. Offerors are advised that the above plan will be used regardless of the methodology proposed or name given to the compensation plan (i.e., Total Time Accounting, Competitive Time Accounting, Compensated Overtime, or Standard Workweek). If an offeror decides to include uncompensated effort in their proposal, the following requirements shall be met and reflected in the proposal:

(a) As required by FAR 16.301-3 contractors must have an accounting system adequate for determining costs applicable to the contract that records all hours worked, including uncompensated hours, for all employees, and regardless of contract type. Failure to meet this requirement may result in the proposal being removed from consideration for contract award.

(b) Uncompensated hours, for all employees and regardless of contract type, shall be included in the offeror's base for allocation of indirect costs and meet the requirements of Cost Accounting Standard (CAS) 418 "Allocation of Direct and Indirect Costs."

(c) The proposed shall clearly identify hours of uncompensated effort proposed by labor category.

(d) The proposal shall clearly identify the amount of uncompensated effort that will be performed without supervision and without support personnel and shall assess the productivity of such effort. Additionally, clearly identify the means by which the offeror controls or schedules uncompensated overtime for its employees as well as where the uncompensated effort will be accomplished.

(e) The proposal shall describe the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(f) The proposal shall include a copy on the corporate policy addressing the uncompensated effort.

(g) The proposal shall include a separate, complete, cost breakdown, to the same level of detail as the breakdown supporting the cost proposal. The breakdown shall include direct labor rates for all direct labor categories based on the division by 2,080 of exempt employees actual annual salary, to represent a standard (as deemed by Fair Labor Standards Act) 40-hour week or 2,080 hour standard year. In addition, the breakdown shall include overhead rates and other costs based on employees working a standard 40-hour workweek or a 2,080 hour standard year. IT IS THIS COST BREAKDOWN THAT WILL BE USED TO PERFORM THE COST REALISM PORTION OF THE PROPOSAL EVALUATION.

(h) The requirements stated in paragraph (a) through (g) above shall be met for each subcontract which has uncompensated effort included in the proposal.

(End of provision)

L-335 ESTIMATED EFFECTIVE AWARD DATE (DEC 1999)

For Bidding/Proposal purposes the estimated effective date of contract award is January 2017.

(End of provision)

L-349 SUBMISSION OF ELECTRONIC PROPOSALS (SEP 2003)

(a) Offerors shall submit their proposals electronically to SPAWAR under the instructions contained in this provision. Offerors shall submit their signed proposals as either scanned ("TIFF") or "PDF" documents. Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the "Submitting a Proposal?" web page found in the SPAWAR E-CC. For information about "e-Proposal" submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is https://e-commerce.sscno.nmci.navy.mil.
(b) Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number and offeror's name. E-Proposal files shall not contain classified data. The offeror's e-proposal shall be in accordance with the requirements set forth below:

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

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

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

(c) Bids and proposals submitted electronically will be considered "late" unless the bidder or offeror completes the entire transmission of the bid or proposal prior to the due date and time for receipt of bids or proposals. This paragraph (c) supplements the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 "Instructions to Offerors--Commercial Items", FAR 52.214-7 "Late Submissions, Modifications, and Withdrawals of Bids", FAR 52.214-23 "Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding", or the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision contained in the solicitation.

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

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

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

(End of provision)

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

(a) The contract resulting from this solicitation will be awarded to that responsible Offeror whose offer conforming to the solicitation, is determined to provide the “best value” to the Government in accordance with FAR 15.101-1. Such offer may not necessarily be the proposal offering the lowest cost or receiving the highest technical rating.

(b) Proposals will be rated in accordance with evaluation factors listed below. It should be noted that cost is not an adjectivally rated factor. Although technical factors are significantly more important than cost, cost is an important factor and should be considered when preparing responsive proposals. The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the Offerors are considered essentially equal in terms of technical capability, or when cost is so significantly high as to diminish the value of the technical superiority to the government, cost may become the determining factor for award. In summary, cost/technical trade-offs may be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation factors.

(c) The evaluation of risk will be an integral part of the evaluation of each applicable factor through the Government’s identification of strengths, weaknesses, and/or deficiencies in the Offeror’s proposal as defined below.

(d) Evaluation of an Offeror’s proposal shall be based on the information presented in the proposal and information available to the contracting office from sources deemed appropriate. Sources typically considered are Defense Contract Audit Agency, Defense Contract Management Agency offices, other contracts with same firms for similar items or services, known commercial sources such as Data Resources, Inc., Standard and Poor’s, etc. Proposals which are unrealistic in terms of cost may be deemed to be reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work and may be grounds for adjustment to the technical evaluation of an Offeror’s proposal or rejection of the proposal. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality

of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process.

(e) A SECRET facility security clearance (as specified in Block 1a. of Attachment 2, Department of Defense Contract Security Classification Specification, DD Form 254**)** is a material requirement of this RFP. In order to be considered for award, the Offeror must possess a SECRET facility security clearance at the time of proposal submission. If the Offeror does not possess a SECRET facility security clearance at the time of proposal submission, the Offeror WILL NOT be eligible for award under this RFP and its offer WILL NOT be evaluated in accordance with Provision M-1.

(f) The technical evaluation factors listed in paragraph (g) below are weighted as follows:

Factor 1, Technical Approach and Factor 2, Corporate Experience are of equal importance and when combined are significantly more important than Factor 3, Management Approach

Sub-factors under Factor 3, Management Approach are in the following descending order of importance: (1) Management Plan/ Staffing and Transition Plan and (2) Experience and Qualifications of Proposed Personnel.

Factor 4 (Past Performance) will be rated as acceptable or unacceptable.

(g) The evaluation criteria are as follows:

A. Non-Price/Cost Evaluation Factors

Factor 1 - Technical Approach. The Government will evaluate the soundness of the Offeror's technical approach to successfully perform the Performance Work Statement requirements specified in Section L for Factor 1. The Government will consider approaches more favorably that demonstrate high expectation (low risk) that the Offeror will successfully perform the PWS elements identified in Section L. The Government considers elements a and e (identified in Section L) to be more important than elements b, c, d and f.

Factor 2 - Corporate Experience. The Government will evaluate the extent to which the Offeror demonstrates relevant corporate experience in performing the tasking required by the PWS, specifically those items identified in Section L for Factor 2. Previous IUSS corporate experience will be rated more favorably than non IUSS experience.

Factor 3 - Management Approach. The Government will evaluate the extent to which the Offeror describes a sound management, staffing, and transition approach that demonstrates a high probability (low risk) of success, clear understanding of management requirements, and capability to successfully manage and perform the proposed effort, through the below sub-factors:

Sub-factor 1: Management Plan/ Staffing and Transition Plan: The Government will evaluate the extent to which the proposed Management Plan/Staffing and Transition Plan is likely to result in fully qualified personnel being available to meet all the PWS requirements at contract award and throughout the period of performance. Additionally, the Government will assess the degree to which the proposed staffing plan is based on current named employees, new-hires with letters of intent, or TBD's. Proposals with a higher proportion of current named employees will be evaluated as lower performance risk than those proposals with a higher proportion of new-hires with letters of intent or TBDs.

Offerors are advised that evaluation of the Compensation Plan submitted with their Cost Proposal in accordance with 52.222-46 Evaluation of Compensation for Professional Employees, may affect the Offeror's rating under this subfactor as it relates to the Offeror's management approach and understanding of the requirements.

Sub-factor 2: Experience and Qualifications of Proposed Personnel:

The Government will evaluate the extent to which proposed personnel, collectively, demonstrate the desired and required education, qualifications and experience to enable successful performance of the PWS. Resumes will not be assigned individual adjectival ratings.

Factor 4 –Past Performance. The Government will assess, on an acceptable/unacceptable basis, the Offeror's probability of meeting the solicitation requirements based on the quality, relevancy, and recency of its past performance. Recency is defined as contracts performed within the last five (5) years, but not necessarily completed.

B. Cost Evaluation Factor

The cost evaluation will be based on an analysis of the realism and completeness of the cost data. Pertinent cost information will be used to arrive at the Government's determination of the most probable cost to be incurred in the performance of this contract. Based on such analysis, an evaluated cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs. Evaluated cost to the Government, which is an Offeror's evaluated cost and the proposed fee, will be used in making an award determination. Offerors are cautioned that, to the extent proposed costs appear unrealistic, the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offeror. In addition, the Government will evaluate the Compensation Plan in accordance with Provision 52.222-46 Evaluation of Compensation for Professional Employees. If this plan is determined to be unreasonable, the Government may make adjustments to the Offerors proposed cost to reflect the most probable cost to be incurred in the performance of this task order. In addition to the other aspects of the evaluation covered by Provision 52.222-46 Evaluation of Compensation for Professional Employees, the Government will consider this aspect of the proposal under Factor 2, Subfactor 1, in determining to what extent the plan reflects a sound management approach and understanding of the requirements.

(1) Cost realism analysis will be performed as follows:

(a) Compare the proposed rates (direct, indirect, and escalation) to pertinent rate information to include, but not limited to, rates from the Offeror's current FPRR/FPRA, rates obtained from DCAA/DCMA, historical rates, other Offerors' rates, market salary surveys, cost and price indices such as GSA's Contract Awarded Labor Category (CALC) tool, Bureau of Labor Statistics (BLS), Global Insight, Register of Wage Determinations Under the Service Contract Act, or information submitted by Offerors (e.g. current payroll data), etc. The Government may also consider supporting narratives and historical information pertaining to the proposed rates in performing its cost realism. The Government may use statistical analysis or available marketplace data to determine a range of realistic indirect multipliers. If these sources do not provide useful direct labor rate information, the Government may perform cost realism analysis using fully burdened rates from one or more of these sources.

Direct labor rates that are proposed at a lower rate in the option years than in the base year for the same labor category may be evaluated as higher risk and less realistic due to the potential for negative impacts on workforce retention and delivered level of effort over the term of the contract. In this event, evaluated base year direct labor rates may be escalated in each of the option years to establish a realistic direct labor rate.

(b) Verify whether the proposed level of effort, labor mix, and Other Direct Costs conform to that specified in the Government estimate provided in Section L of the solicitation.

(c) Proposed costs may be adjusted, for purposes of evaluation, based on the results of cost realism analysis and the resulting realistic cost estimate will be used in the best value determination. Because, in a competitive environment, an Offeror is incentivized to propose the lowest possible price, downward cost realism adjustments will generally not be made. However, when cost realism analysis indicates that a proposed cost is unrealistically low, an upward adjustment may be made based on the Government's best estimate of the cost the Offeror will incur for that cost element. The breadth of the cost realism analysis may be limited to those Offerors whose proposals represent the most likely

candidates for award based on information derived from an initial technical review and relative cost considerations.

(d) Note: The material prices identified in the sample material pricing package under element c of Factor 1, Technical Approach will not be evaluated for cost realism purposes, or considered part of the total evaluated cost.

(2) Price Analysis will be performed as defined in FAR 15.404-1(b)(2)(i) to establish price reasonableness.

C. Technical Evaluation Ratings

In evaluating proposals, the Government will assign a combined technical/risk rating of Outstanding, Good, Acceptable, Marginal, or Unacceptable to Factors 1, 2, and 3, as well as Sub-factors 1 and 2 under Factor 3. The combined technical/risk rating reflects the degree to which the proposed approach meets, exceeds or does not meet the minimum performance or capability requirements through an assessment of the strengths, weaknesses, significant weaknesses, and deficiencies and risks of a proposal. The Government will assign a past performance rating of Acceptable or Unacceptable to Factor 4. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror will be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral past performance assessment will be considered "acceptable."

The combined technical/risk adjectival ratings for Factors 1, 2, and 3 are shown in Table M-1. The adjectival ratings for Factor 4 are listed in Table M-2. Since it is impossible to anticipate the nature of each Offeror's proposal in advance or to describe the myriad of qualities and considerations that could result in one of the below meanings for ratings, these characteristics should be looked upon as examples of typical characteristics of that rating, and will be used as a guide or reference rather than a rigid measure to be followed word-for-word. Evaluators will be instructed to select the rating definition that most closely fits the value or desirability of the Offeror's proposed performance.

Table M-1 Technical/ Risk Ratings

Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

Table M-2 Past Performance Rating

Rating	Description
Acceptable	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown.
Unacceptable	Based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the

	required effort.

D. Definitions

The following provide details on the pertinent definitions used with evaluation ratings:

Strength is an aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

Risk, as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

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

(End of provision)

M-308 UNCOMPENSATED OVERTIME EVALUATION (DEC 1999)

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

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

(End of provision)