

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A7	PAGE OF PAGES 1 143		
2. CONTRACT NO.		3. SOLICITATION NO. N00039-11-R-0069	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 13 Oct 2011	6. REQUISITION/PURCHASE NO.			
7. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127			CODE N00039	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE		
TEL: FAX:					TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
See SOLICITATION								
9. Sealed offers in original and ^{Sec L} 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 <u>See Section L.</u> until _____ local time _____ (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME HELENA MATKINS	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 858-537-0346		C. E-MAIL ADDRESS helena.atkins@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)		<input type="checkbox"/>	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: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 FFP			Each		
	MBHH Multiband Handheld (MBHH), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 FFP			Each		
	MBHH (GPS) Multiband Handheld with Internal GPS (MBHH (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 FFP			Each		
	MBHH DIVE Multiband Handheld Dive Capable (MBHH DIVE), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.3. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 FFP			Each		
	MBHH DIVE (GPS) Multiband Handheld Dive Capable with Internal GPS (MBHH DIVE (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 FFP			Each		
	MBMR Multiband Manpack Radio (MBMR), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.5. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 FFP			Each		
	HFMP High Frequency Manpack Radio (HFMP), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 FFP			Each		
	HFVR (20W) High Frequency Vehicular Mount Radio 20W (HFVR (20W)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 FFP			Each		
	HFVR (150W) High Frequency Vehicular Mount Radio 150W (HFVR (150W)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.8. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009 FFP			Each		
	HFVR (400W) High Frequency Vehicular Mount Radio 400W (HFVR (400W)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.9. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010 FFP			Each		
	MBMVR (S) Single Multiband Manpack Vehicular Mount Radio (MBMVR (S)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.10. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011 FFP			Each		
	MBMVR (D) Dual Multiband Manpack Vehicular Mount Radio (MBMVR (D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.11. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012 FFP			Each		
	MBMHHVR (D) Dual Multiband/Handheld Vehicular Mount Radio (MBMHHVR (D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.12. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013 FFP			Each		
	MBHHVR (D) Dual Multiband Handheld Vehicular Mount Radio (MBHHVR (D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.13. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014 FFP			Each		
	MBBMR (NSW) Multiband Manpack Radio NSW (MBMR (NSW)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.14. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015 FFP			Each		
	MBHH NSW (GPS) Multiband Handheld Radio NSW (GPS) (MBHH NSW (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.15. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1016 FFP			Each		
	MBHH DIVE NSW (GPS) Multiband Handheld Radio NSW Dive Capable (GPS) (MBHH DIVE NSW (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.16. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1017 FFP			Each		
	SBMBHH Suite B Multiband Handheld Radio (SBMBHH), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.17. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1018 FFP			Each		
	HCLOS High-Capacity Line-of-Sight Radio (HCLOS), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.18. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1019 FFP			Each		
	VHHR GPS VHF Handheld Radio with Internal GPS (VHHR GPS), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.19. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1020 FFP			Each		
	HFMP (T3) HF Manpack Radio Type III (HFMP (T3)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.20. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1021 FFP			Each		
	HFMP GPS (T3) HF Manpack Radio with Internal GPS Type III (HFMP GPS (T3)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.21. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1022 FFP			Each		
	HFMP (T3/D) HF Manpack Radio with Internal GPS Type III DATOTEK (HFMP (T3/D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.22. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1023 FFP			Each		
	HFMP (T3/A) HF Manpack Radio with Internal GPS Type III AES (HFMP (T3/A)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.23. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1024 FFP			Each		
	VDCCS (GPS) VHF Dismounted Communication System with GPS (VDCCS (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.24. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1025 FFP			Each		
	VVCS (GPS) VHF Vehicular Communication System with GPS (VVCS (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.25. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1026 FFP			Each		
	SPR Secure Personal Radio (SPR), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.26. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1101 FFP			Lot		NSP
	CDRL B001 CDRL B001 Monthly Status Report, as identified in the Exhibit B Contract Data Requirements List (CDRL) and Statement of Work (SOW) paragraph 5.1.7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102 FFP			Lot		NSP
	CDRL B002 CDRL B002 COTS, Manual and Associated Supplemental Data, Commercial Manuals, as identified in the Exhibit B Contract Data Requirements List (CDRL) and Statement of Work (SOW) paragraphs 5.1.6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1103 FFP		1	Each		
	CDRL B003 CDRL B003, Provisioning Technical Documentation, as identified in the Exhibit B Contract Data Requirements List (CDRL) and Statement of Work (SOW) paragraph 5.2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1201 COST			Each		
	Other Direct Costs (ODC) Other Direct Costs (ODC), as identified in Clause L-329 and Statement of Work (SOW) paragraph 6.0. FOB: Destination				
	ESTIMATED COST				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1301 FFP			Each		
	Un-Kitted Ancillary Parts Un-Kitted Ancillary Parts, as identified in the Statement of Work (SOW) Section 6.28. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1400 FFP			Each		
	Kitted Ancillary Parts Ancillary Parts, as identified in the Attachment 2 Specification and Statement of Work (SOW) Section 6.27. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 FFP			Each		
	MBHH Multiband Handheld (MBHH), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 FFP			Each		
	MBHH (GPS) Multiband Handheld with Internal GPS (MBHH (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 FFP			Each		
	MBHH DIVE Multiband Handheld Dive Capable (MBHH DIVE), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.3. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 FFP			Each		
	MBHH DIVE (GPS) Multiband Handheld Dive Capable with Internal GPS (MBHH DIVE (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 FFP			Each		
	MBMR Multiband Manpack Radio (MBMR), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.5. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 FFP			Each		
	HFMP High Frequency Manpack Radio (HFMP), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 FFP			Each		
	HFVR (20W) High Frequency Vehicular Mount Radio 20W (HFVR (20W)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 FFP			Each		
	HFVR (150W) High Frequency Vehicular Mount Radio 150W (HFVR (150W)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.8. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 FFP			Each		
	HFVR (400W) High Frequency Vehicular Mount Radio 400W (HFVR (400W)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.9. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010 FFP			Each		
	MBMVR (S) Single Multiband Manpack Vehicular Mount Radio (MBMVR (S)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.10. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011 FFP			Each		
	MBMVR (D) Dual Multiband Manpack Vehicular Mount Radio (MBMVR (D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.11. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012 FFP			Each		
	MBMHHVR (D) Dual Multiband/Handheld Vehicular Mount Radio (MBMHHVR (D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.12. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013 FFP			Each		
	MBHHVR (D) Dual Multiband Handheld Vehicular Mount Radio (MBHHVR (D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.13. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014 FFP			Each		
	MBBMR (NSW) Multiband Manpack Radio NSW (MBMR (NSW)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.14. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2015 FFP			Each		
	MBHH NSW (GPS) Multiband Handheld Radio NSW (GPS) (MBHH NSW (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.15. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2016 FFP			Each		
	MBHH DIVE NSW (GPS) Multiband Handheld Radio NSW Dive Capable (GPS) (MBHH DIVE NSW (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.16. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2017 FFP			Each		
	SBMBHH Suite B Multiband Handheld Radio (SBMBHH), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.17. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2018 FFP			Each		
	HCLOS High-Capacity Line-of-Sight Radio (HCLOS), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.18. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2019 FFP			Each		
	VHHR GPS (E) VHF Handheld Radio with Internal GPS– Exportable (VHHR GPS (E)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.19. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2020 FFP			Each		
	HFMP (T3) HF Manpack Radio Type III (HFMP (T3)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.20. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2021 FFP			Each		
	HFMP GPS (T3) HF Manpack Radio with Internal GPS Type III (HFMP GPS (T3)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.21. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2022 FFP			Each		
	HFMP (T3/D) HF Manpack Radio with Internal GPS Type III DATOTEK (HFMP (T3/D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.22. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2023 FFP			Each		
	HFMP (T3/A) HF Manpack Radio with Internal GPS Type III AES (HFMP (T3/A)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.23. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2024 FFP			Each		
	VDACS (GPS) VHF Dismounted Communication System with GPS (VDACS (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.24. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2025 FFP			Each		
	VVCS (GPS) VHF Vehicular Communication System with GPS (VVCS (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.25. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2026 FFP			Each		
	SPR Secure Personal Radio (SPR), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.26. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2101 FFP			Lot		NSP
	CDRL B001 CDRL B001 Monthly Status Report, as identified in the Exhibit B Contract Data Requirements List (CDRL) and Statement of Work (SOW) paragraph 5.1.7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2102 FFP			Lot		NSP
	CDRL B002 CDRL B002 COTS, Manual and Associated Supplemental Data, Commercial Manuals, as identified in the Exhibit B Contract Data Requirements List (CDRL) and Statement of Work (SOW) paragraphs 5.1.6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2103 FFP		1	Each		
	CDRL B003 CDRL B003, Provisioning Technical Documentation, as identified in the Exhibit B Contract Data Requirements List (CDRL) and Statement of Work (SOW) paragraph 5.2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2201 FFP			Each		
	Other Direct Costs (ODC) Other Direct Costs (ODC), as identified in Clause L-329 and Statement of Work (SOW) paragraph 6.0. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2301 FFP			Each		
	Un-Kitted Ancillary Parts Un-Kitted Ancillary Parts, as identified in the Statement of Work (SOW) Section 6.28. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2400 FFP			Each		
	Kitted Ancillary Parts Ancillary Parts, as identified in the Attachment 2 Specification and Statement of Work (SOW) Section 6.27. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 FFP			Each		
	MBHH Multiband Handheld (MBHH), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 FFP			Each		
	MBHH (GPS) Multiband Handheld with Internal GPS (MBHH (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 FFP			Each		
	MBHH DIVE Multiband Handheld Dive Capable (MBHH DIVE), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.3. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 FFP			Each		
	MBHH DIVE (GPS) Multiband Handheld Dive Capable with Internal GPS (MBHH DIVE (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 FFP			Each		
	MBMR Multiband Manpack Radio (MBMR), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.5. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 FFP			Each		
	HFMP High Frequency Manpack Radio (HFMP), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 FFP			Each		
	HFVR (20W) High Frequency Vehicular Mount Radio 20W (HFVR (20W)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008 FFP			Each		
	HFVR (150W) High Frequency Vehicular Mount Radio 150W (HFVR (150W)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.8. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009 FFP			Each		
	HFVR (400W) High Frequency Vehicular Mount Radio 400W (HFVR (400W)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.9. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010 FFP			Each		
	MBMVR (S) Single Multiband Manpack Vehicular Mount Radio (MBMVR (S)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.10. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011 FFP			Each		
	MBMVR (D) Dual Multiband Manpack Vehicular Mount Radio (MBMVR (D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.11. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012 FFP			Each		
	MBMHHVR (D) Dual Multiband/Handheld Vehicular Mount Radio (MBMHHVR (D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.12. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013 FFP			Each		
	MBHHVR (D) Dual Multiband Handheld Vehicular Mount Radio (MBHHVR (D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.13. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014 FFP			Each		
	MBBMR (NSW) Multiband Manpack Radio NSW (MBMR (NSW)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.14. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3015 FFP			Each		
	MBHH NSW (GPS) Multiband Handheld Radio NSW (GPS) (MBHH NSW (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.15. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3016 FFP			Each		
	MBHH DIVE NSW (GPS) Multiband Handheld Radio NSW Dive Capable (GPS) (MBHH DIVE NSW (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.16. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3017 FFP			Each		
	SBMBHH Suite B Multiband Handheld Radio (SBMBHH), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.17. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3018 FFP			Each		
	HCLOS High-Capacity Line-of-Sight Radio (HCLOS), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.18. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3019 FFP			Each		
	VHHR GPS VHF Handheld Radio with Internal GPS (VHHR GPS), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.19. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3020 FFP			Each		
	HFMP (T3) HF Manpack Radio Type III (HFMP (T3)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.20. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3021 FFP			Each		
	HFMP GPS (T3) HF Manpack Radio with Internal GPS Type III (HFMP GPS (T3)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.21. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3022 FFP			Each		
	HFMP (T3/D) HF Manpack Radio with Internal GPS Type III DATOTEK (HFMP (T3/D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.22. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3023 FFP			Each		
	HFMP (T3/A) HF Manpack Radio with Internal GPS Type III AES (HFMP (T3/A)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.23. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3024 FFP			Each		
	VDACS (GPS) VHF Dismounted Communication System with GPS (VDACS (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.24. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3025 FFP			Each		
	VVCS (GPS) VHF Vehicular Communication System with GPS (VVCS (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.25. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3026 FFP			Each		
	SPR Secure Personal Radio (SPR), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.26. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3101 FFP			Lot		NSP
	CDRL B001 CDRL B001 Monthly Status Report, as identified in the Exhibit B Contract Data Requirements List (CDRL) and Statement of Work (SOW) paragraph 5.1.7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3102 FFP			Lot		NSP
	CDRL B002 CDRL B002 COTS, Manual and Associated Supplemental Data, Commercial Manuals, as identified in the Exhibit B Contract Data Requirements List (CDRL) and Statement of Work (SOW) paragraphs 5.1.6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3103 FFP		1	Each		
	CDRL B003 CDRL B003, Provisioning Technical Documentation, as identified in the Exhibit B Contract Data Requirements List (CDRL) and Statement of Work (SOW) paragraph 5.2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3201 FFP			Each		
	Other Direct Costs (ODC) Other Direct Costs (ODC), as identified in Clause L-329 and Statement of Work (SOW) paragraph 6.0. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3301 FFP			Each		
	Un-Kitted Ancillary Parts Un-Kitted Ancillary Parts, as identified in the Statement of Work (SOW) Section 6.28. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3400 FFP			Each		
	Kitted Ancillary Parts Ancillary Parts, as identified in the Attachment 2 Specification and Statement of Work (SOW) Section 6.27. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 FFP			Each		
	MBHH Multiband Handheld (MBHH), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 FFP			Each		
	MBHH (GPS) Multiband Handheld with Internal GPS (MBHH (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 FFP			Each		
	MBHH DIVE Multiband Handheld Dive Capable (MBHH DIVE), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.3. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 FFP			Each		
	MBHH DIVE (GPS) Multiband Handheld Dive Capable with Internal GPS (MBHH DIVE (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 FFP			Each		
	MBMR Multiband Manpack Radio (MBMR), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.5. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 FFP			Each		
	HFMP High Frequency Manpack Radio (HFMP), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007 FFP			Each		
	HFVR (20W) High Frequency Vehicular Mount Radio 20W (HFVR (20W)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008 FFP			Each		
	HFVR (150W) High Frequency Vehicular Mount Radio 150W (HFVR (150W)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.8. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009 FFP			Each		
	HFVR (400W) High Frequency Vehicular Mount Radio 400W (HFVR (400W)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.9. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010 FFP			Each		
	MBMVR (S) Single Multiband Manpack Vehicular Mount Radio (MBMVR (S)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.10. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011 FFP			Each		
	MBMVR (D) Dual Multiband Manpack Vehicular Mount Radio (MBMVR (D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.11. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012 FFP			Each		
	MBMHHVR (D) Dual Multiband/Handheld Vehicular Mount Radio (MBMHHVR (D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.12. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013 FFP			Each		
	MBHHVR (D) Dual Multiband Handheld Vehicular Mount Radio (MBHHVR (D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.13. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014 FFP			Each		
	MBMR (NSW) Multiband Manpack Radio NSW (MBMR (NSW)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.14. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4015 FFP			Each		
	MBHH NSW (GPS) Multiband Handheld Radio NSW (GPS) (MBHH NSW (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.15. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4016 FFP			Each		
	MBHH DIVE NSW (GPS) Multiband Handheld Radio NSW Dive Capable (GPS) (MBHH DIVE NSW (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.16. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4017 FFP			Each		
	SBMBHH Suite B Multiband Handheld Radio (SBMBHH), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.17. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4018 FFP			Each		
	HCLOS High-Capacity Line-of-Sight Radio (HCLOS), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.18. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4019 FFP			Each		
	VHHR GPS VHF Handheld Radio with Internal GPS (VHHR GPS), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.19. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4020 FFP			Each		
	HFMP (T3) HF Manpack Radio Type III (HFMP (T3)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.20. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4021 FFP			Each		
	HFMP GPS (T3) HF Manpack Radio with Internal GPS Type III (HFMP GPS (T3)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.21. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4022 FFP			Each		
	HFMP (T3/D) HF Manpack Radio with Internal GPS Type III DATOTEK (HFMP (T3/D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.22. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4023 FFP			Each		
	HFMP (T3/A) HF Manpack Radio with Internal GPS Type III AES (HFMP (T3/A)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.23. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4024 FFP			Each		
	VDACS (GPS) VHF Dismounted Communication System with GPS (VDACS (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.24. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4025 FFP			Each		
	VVCS (GPS) VHF Vehicular Communication System with GPS (VVCS (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.25. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4026 FFP			Each		
	SPR Secure Personal Radio (SPR), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.26. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4101 FFP			Lot		NSP
	CDRL B001 CDRL B001 Monthly Status Report, as identified in the Exhibit B Contract Data Requirements List (CDRL) and Statement of Work (SOW) paragraph 5.1.7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4102 FFP			Lot		NSP
	CDRL B002 CDRL B002 COTS, Manual and Associated Supplemental Data, Commercial Manuals, as identified in the Exhibit B Contract Data Requirements List (CDRL) and Statement of Work (SOW) paragraphs 5.1.6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4103 FFP		1	Each		
	CDRL B003 CDRL B003, Provisioning Technical Documentation, as identified in the Exhibit B Contract Data Requirements List (CDRL) and Statement of Work (SOW) paragraph 5.2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4201 FFP			Each		
	Other Direct Costs (ODC) Other Direct Costs (ODC), as identified in Clause L-329 and Statement of Work (SOW) paragraph 6.0. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4301 FFP			Each		
	Un-Kitted Ancillary Parts Un-Kitted Ancillary Parts, as identified in the Statement of Work (SOW) Section 6.28. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4400 FFP			Each		
	Kitted Ancillary Parts Ancillary Parts, as identified in the Attachment 2 Specification and Statement of Work (SOW) 6.27. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001 FFP			Each		
	MBHH Multiband Handheld (MBHH), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.1. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002 FFP			Each		
	MBHH (GPS) Multiband Handheld with Internal GPS (MBHH (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003 FFP			Each		
	MBHH DIVE Multiband Handheld Dive Capable (MBHH DIVE), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.3. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004 FFP			Each		
	MBHH DIVE (GPS) Multiband Handheld Dive Capable with Internal GPS (MBHH DIVE (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.4. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005 FFP			Each		
	MBBR Multiband Manpack Radio (MBMR), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.5. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006 FFP			Each		
	HFMP High Frequency Manpack Radio (HFMP), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007 FFP			Each		
	HFVR (20W) High Frequency Vehicular Mount Radio 20W (HFVR (20W)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008 FFP			Each		
	HFVR (150W) High Frequency Vehicular Mount Radio 150W (HFVR (150W)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.8. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009 FFP			Each		
	HFVR (400W) High Frequency Vehicular Mount Radio 400W (HFVR (400W)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.19. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010 FFP			Each		
	MBMVR (S) Single Multiband Manpack Vehicular Mount Radio (MBMVR (S)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.10. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011 FFP			Each		
	MBMVR (D) Dual Multiband Manpack Vehicular Mount Radio (MBMVR (D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.11. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012 FFP			Each		
	MBMHHVR (D) Dual Multiband/Handheld Vehicular Mount Radio (MBMHHVR (D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.12. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5013 FFP			Each		
	MBHHVR (D) Dual Multiband Handheld Vehicular Mount Radio (MBHHVR (D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.13. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5014 FFP			Each		
	MBMR (NSW) Multiband Manpack Radio NSW (MBMR (NSW)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.14. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5015 FFP			Each		
	MBHH NSW (GPS) Multiband Handheld Radio NSW (GPS) (MBHH NSW (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.15. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5016 FFP			Each		
	MBHH DIVE NSW (GPS) Multiband Handheld Radio NSW Dive Capable (GPS) (MBHH DIVE NSW (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.16. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5017 FFP			Each		
	SBMBHH Suite B Multiband Handheld Radio (SBMBHH), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.17. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5018 FFP			Each		
	HCLOS High-Capacity Line-of-Sight Radio (HCLOS), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.18. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5019 FFP			Each		
	VHHR GPS VHF Handheld Radio with Internal GPS (VHHR GPS), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.19. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5020 FFP			Each		
	HFMP (T3) HF Manpack Radio Type III (HFMP (T3)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.20. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5021 FFP			Each		
	HFMP GPS (T3) HF Manpack Radio with Internal GPS Type III (HFMP GPS (T3)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.21. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5022 FFP			Each		
	HFMP (T3/D) HF Manpack Radio with Internal GPS Type III DATOTEK (HFMP (T3/D)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.22. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5023 FFP			Each		
	HFMP (T3/A) HF Manpack Radio with Internal GPS Type III AES (HFMP (T3/A)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.23. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5024 FFP			Each		
	VDACS (GPS) VHF Dismounted Communication System with GPS (VDACS (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.24. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5025 FFP			Each		
	VVCS (GPS) VHF Vehicular Communication System with GPS (VVCS (GPS)), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.25. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5026 FFP			Each		
	SPR Secure Personal Radio (SPR), as described in the Attachment 1 Statement of Work (SOW) paragraph 6.26. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5101 FFP			Lot		NSP
	CDRL B001 CDRL B001 Monthly Status Report, as identified in the Exhibit B Contract Data Requirements List (CDRL) and Statement of Work (SOW) paragraph 5.1.7. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5102 FFP			Lot		NSP
	CDRL B002 CDRL B002 COTS, Manual and Associated Supplemental Data, Commercial Manuals, as identified in the Exhibit B Contract Data Requirements List (CDRL) and Statement of Work (SOW) paragraphs 5.1.6. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5103 FFP		1	Each		
	CDRL B003 CDRL B003, Provisioning Technical Documentation, as identified in the Exhibit B Contract Data Requirements List (CDRL) and Statement of Work (SOW) paragraph 5.2. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5201 FFP			Each		
	Other Direct Costs (ODC) Other Direct Costs (ODC), as identified in Clause L-329 and Statement of Work (SOW) paragraph 6.0. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5301 FFP			Each		
	Un-Kitted Ancillary Parts Un-Kitted Ancillary Parts, as identified in the Statement of Work (SOW) Section 6.28. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5400 FFP			Each		
	Kitted Ancillary Parts Ancillary Parts, as identified in the Attachment 2 Specification and Statement of Work (SOW) Section 6.27. FOB: Destination				

* NOTE A: The unit and total prices for any quantity of item is determined by using the tab corresponding to the appropriate ordering period contained in Exhibit A –Pricing Workbook. Specifically, to determine the price for any CLIN, find the table that corresponds to the CLIN being ordered from. Next, find the unit price for the quantity to be ordered. The total price is then derived by multiplying the unit cost by the quantity.

The quantities listed in the Exhibit A – Pricing Workbook represent variable quantities. For any items ordered within 30 calendar days of the previous order for that same item, the quantities purchased within those 30 calendar days shall be combined to determine the total price for that quantity. Under such circumstances, the Government will be entitled to the reduced unit price (the term “reduced unit price” being defined as the lowest unit price for a combined quantity associated with any CLIN so combined) for that quantity. If, however, the combined quantity for those CLINs does not have a price associated with that combined quantity contained in Exhibit A – Pricing Workbook, then the total price for that combined quantity will be the unit price for the CLIN found in Exhibit A – Pricing Workbook multiplied by that combined quantity. The following example is provided for illustrative purposes:

Example: If the Government orders CLIN 1026 for a quantity of 10, then orders the same CLIN again 15 days later, and the lowest price for that combined quantity of 25 is found in Exhibit A – Pricing Workbook, then the price for that combined quantity will be 25 units multiplied by the unit price for that quantity for CLIN 1026 (found in Exhibit A – Pricing Workbook).

MINIMUM AND MAXIMUM QUANTITIES (JUL 1989)

As referred to in paragraph (b) of the “Indefinite Quantity” clause of this contract, the contract minimum quantity is a total of \$5,000 worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

(End of Clause)

Section C - Descriptions and Specifications

STATEMENT OF WORK/SPECIFICATIONS

The work under this contract shall be performed in accordance with the description/specifications/statement of work/performance work statement, which is included as **Attachment 1 – Statement of Work** and **Attachment 2 – Specifications**.

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9202 COMPLIANCE WITH SPECIFICATIONS (MAR 1999)

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

(End of clause)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
1012	Destination	Government	Destination	Government
1013	Destination	Government	Destination	Government
1014	Destination	Government	Destination	Government
1015	Destination	Government	Destination	Government
1016	Destination	Government	Destination	Government
1017	Destination	Government	Destination	Government
1018	Destination	Government	Destination	Government
1019	Destination	Government	Destination	Government
1020	Destination	Government	Destination	Government
1021	Destination	Government	Destination	Government
1022	Destination	Government	Destination	Government
1023	Destination	Government	Destination	Government
1024	Destination	Government	Destination	Government
1025	Destination	Government	Destination	Government
1026	Destination	Government	Destination	Government
1101	Destination	Government	Destination	Government
1102	Destination	Government	Destination	Government
1103	Destination	Government	Destination	Government
1201	Destination	Government	Destination	Government
1301	Destination	Government	Destination	Government
1400	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
2011	Destination	Government	Destination	Government
2012	Destination	Government	Destination	Government
2013	Destination	Government	Destination	Government

5102	Destination	Government	Destination	Government
5103	Destination	Government	Destination	Government
5201	Destination	Government	Destination	Government
5301	Destination	Government	Destination	Government
5400	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
1001	150 dys. ADC		SPAWAR SYSTEMS CENTER ATLANTIC R. LARRY PARKS RECEIVING OFFICER-BAE SYSTEMS COMSEC CUSTODIAN - 870597 821 LIVE OAK DRIVE CHESAPEAKE VA 23320 757-366-4790 FOB: Destination	N65236
1002	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1003	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1004	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1005	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1006	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1007	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1008	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1009	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1010	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1011	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1012	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1013	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236

1014	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1015	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1016	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1017	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1018	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1019	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1020	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1021	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1022	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1023	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1024	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1025	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1026	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1101	N/A	N/A	N/A	N/A
1102	N/A	N/A	N/A	N/A
1103	150 dys. ADC	1	SPAWAR SYSTEMS CENTER ATLANTIC R. LARRY PARKS RECEIVING OFFICER-BAE SYSTEMS COMSEC CUSTODIAN - 870597 821 LIVE OAK DRIVE CHESAPEAKE VA 23320 757-366-4790 FOB: Destination	N65236
1201	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236

1301	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
1400	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2001	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2002	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2003	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2004	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2005	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2006	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2007	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2008	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2009	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2010	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2011	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2012	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2013	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2014	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2015	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2016	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236

2017	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2018	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2019	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2020	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2021	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2022	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2023	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2024	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2025	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2026	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2101	N/A	N/A	N/A	N/A
2102	N/A	N/A	N/A	N/A
2103	150 dys. ADC	1	SPAWAR SYSTEMS CENTER ATLANTIC R. LARRY PARKS RECEIVING OFFICER-BAE SYSTEMS COMSEC CUSTODIAN - 870597 821 LIVE OAK DRIVE CHESAPEAKE VA 23320 757-366-4790 FOB: Destination	N65236
2201	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2301	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
2400	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3001	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236

3002	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3003	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3004	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3005	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3006	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3007	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3008	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3009	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3010	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3011	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3012	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3013	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3014	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3015	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3016	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3017	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3018	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3019	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236

3020	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3021	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3022	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3023	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3024	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3025	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3026	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3101	N/A	N/A	N/A	N/A
3102	N/A	N/A	N/A	N/A
3103	150 dys. ADC	1	SPAWAR SYSTEMS CENTER ATLANTIC R. LARRY PARKS RECEIVING OFFICER-BAE SYSTEMS COMSEC CUSTODIAN - 870597 821 LIVE OAK DRIVE CHESAPEAKE VA 23320 757-366-4790 FOB: Destination	N65236
3201	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3301	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
3400	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4001	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4002	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4003	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4004	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236

4005	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4006	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4007	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4008	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4009	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4010	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4011	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4012	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4013	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4014	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4015	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4016	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4017	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4018	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4019	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4020	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4021	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4022	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236

4023	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4024	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4025	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4026	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4101	N/A	N/A	N/A	N/A
4102	N/A	N/A	N/A	N/A
4103	150 dys. ADC	1	SPAWAR SYSTEMS CENTER ATLANTIC R. LARRY PARKS RECEIVING OFFICER-BAE SYSTEMS COMSEC CUSTODIAN - 870597 821 LIVE OAK DRIVE CHESAPEAKE VA 23320 757-366-4790 FOB: Destination	N65236
4201	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4301	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
4400	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5001	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5002	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5003	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5004	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5005	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5006	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5007	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236

5008	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5009	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5010	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5011	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5012	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5013	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5014	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5015	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5016	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5017	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5018	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5019	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5020	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5021	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5022	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5023	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5024	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5025	150 dys. ADC	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236

5026	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5101	N/A	N/A	N/A	N/A
5102	N/A	N/A	N/A	N/A
5103	150 dys. ADC	1	SPAWAR SYSTEMS CENTER ATLANTIC R. LARRY PARKS RECEIVING OFFICER-BAE SYSTEMS COMSEC CUSTODIAN - 870597 821 LIVE OAK DRIVE CHESAPEAKE VA 23320 757-366-4790 FOB: Destination	N65236
5201	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5301	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236
5400	150 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N65236

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

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

REQUIRED DELIVERY SCHEDULE

Within 150-Days After Date of Award (ADA) for each Delivery Order.

Item No. Quantity of Contract *[to be specified on each Delivery Order]*

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government

reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Within Days

After Date

Item No. Quantity of Contract

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

5252.247-9201 MILSTAMP INFORMATION (SEP 1989)

When shipping material or arranging for the acquisition and shipment of supplies by the Contractor through the use of military controlled transport, or through military transshipment facilities, Military Standard Transportation and Movement Procedures (MILSTAMP) are required under this contract. The cognizant contract administration office is the point of contact to which the Contractor shall provide necessary information to effect MILSTAMP

documentation and movement control including air or water terminal shipment clearances and to obtain data necessary for shipment marking and freight routing. The contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant contract administration office.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-0001 Line Item Specific: Single Funding

SEP 2009

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

(End of clause)

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

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

CONTRACTING OFFICER REPRESENTATIVE

Jeffrey Bergdahl
Space and Naval Warfare Systems Command
PMW-170
4301 Pacific Highway
San Diego, CA 92110

(619) 524-7571
Jeffrey.bergdahl@navy.mil

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

(End of clause)

5252.216-9209 APPOINTMENT OF ORDERING OFFICER(S) (DEC 1999)

(a) The contracting officer and/or his duly authorized representative at the following activity(ies) are designated as Ordering Officers:

Edwin M. Davenport
Space and Naval Warfare Systems Command
2.0 Contracts Directorate
4301 Pacific Highway
(858) 537-0295

Or any other SPAWAR Code 2.0 Contracting Officer

(b) The above individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the PCO.

(End of clause)

5252.216-9210 TYPE OF CONTRACT (DEC 1999)

This is a **Firm Fixed Price (FFP), Indefinite Delivery Indefinite Quantity (IDIQ)** contract.

(End of clause)

5252.232-9209 INVOICING INSTRUCTIONS FOR SUPPLIES, OR SUPPLIES WITH SERVICES INCIDENTAL, USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

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

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor "Quick Reference" Guides are located at the following web site:
http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an

attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

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

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type	Invoice and Receiving Report (Combo)
Issuing Office DODAAC	N00039
Admin DODAAC	TBD
Inspector DODAAC (if applicable)	N/A
Inspector Contact Information	N/A
Acceptor, Ship To DODAAC (for Combo)	N00039
LPO Contact Information	N/A
DCAA Auditor DoDAAC	TBD
Service Approver DoDAAC	N00039
PAY DODAAC	TBD

(g) After submitting the document(s) to WAWF, click on “Send More Email Notifications” and add the acceptor/receiver email addresses noted below. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Jeffrey Bergdahl	jeffrey.bergdahl@navy.mil	619-524-7571	COR

(End of clause)

METHOD OF CONTRACT DOCUMENTATION DISTRIBUTION

Modifications and any other contractual documentation may be issued under this contract by facsimile or by electronic methods.

CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor’s performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 15 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 30 days of the replacement.

(End of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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

(a) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of \$2,500 pursuant to the procedures established in this clause, unless the contracting officer determines that:

(1) The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;

(2) Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;

(3) The task or delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order; or

(4) It is necessary to place an order to satisfy a minimum guarantee.

(b) Unless the procedures in paragraph (a) are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:

(i) Ordering Officer may use the pre-established descriptions, prices, and schedule information, in conjunction with past performance on previous orders awarded under this contract, to determine the appropriate contractor to receive each order.

or

(ii) The Government may request in writing that each multiple award contractor submit their technical and/or managerial approach or any other factor information, if applicable, and price in response to the Government's work statement in the Government's Request for Proposal (RFP) or Request for Quote (RFQ). The Government will include the evaluation criteria along with the RFP or RFQ.

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

(B) The Government will issue orders based on the requirements in the RFP or RFQ.

(C) The proposed prices may be discounted, but may not exceed the Section B or contract such as in the Pricing Workbook pre-established prices.

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

(d) For this contract, the designated task or delivery order ombudsman may be contacted at SPAWAR HQ, Code 2.0, (619) 524-7598. The task or delivery order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for task and delivery orders in excess of \$2,500, consistent with procedures in the contract. However, it is not within the designated task or delivery order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order.

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

(End of Clause)

5252.216-9213 TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)

The following types of task or delivery orders may be issued under this contract:

A Firm Fixed Price (FFP) delivery order will be issued when acquiring commercial items, or for acquiring other supplies or services on the basis of reasonably definite or detailed specifications and fair and reasonable prices can be established at the outset.

(End of clause)

5252.216-9216 PROCEDURES FOR ISSUING ORDERS (JUN 2009)

(a) *Ordering*. This is a Firm Fixed Price (FFP) contract for production and delivery of legacy tactical portable radios and related ancillary parts for Navy-wide requirements under the portable radios program (PRP). Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. Supplies or services to be furnished under this contract shall be furnished by the issuance of delivery or task orders on DD Form 1155. Orders shall be placed by the Ordering Officer or his/her representative. Delivery or task orders shall contain the information in paragraph (b) below:

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

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

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

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

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

oral communication modifying the order. The Contractor shall acknowledge receipt of any delivery or task order within one working day after receipt thereof.

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

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

(End of clause)

5252.219-9201 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2003)

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns is hereby approved and attached hereto as Attachment 3 – Small Business Subcontracting Plan and is made a part of this contract.

(End of clause)

5252.225-9200 OFFSHORE PROCUREMENT OF COMSEC EQUIPMENT (MAY 1996)

Due to the unique sensitivity of Communications Security and to maintain rigid control over the integrity of COMSEC equipment, no subcontracts or purchase orders which involve design, manufacture, production, assembly or test in a location not in the United States, of equipment, assemblies, accessories or parts performing cryptographic functions shall be made under this contract without prior specific approval of the Contracting Officer. The Contractor further agrees to include this clause in any and all subcontracts he may let pursuant to this contract for equipment, assemblies, accessories or parts.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-2 Alt I	Audit and Records--Negotiation (Oct 2010) Alternate I	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 2010) - Alternate II	OCT 1997
52.215-21 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 2010) - Alternate III	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2011) Alternate II	OCT 2010
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009

52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
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
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	OCT 2010
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2008
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.244-6 Alt I	Subcontracts for Commercial Items (Oct 2010) Alternate I	JUN 2010
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008

252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	SEP 2010
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Alt A Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	MAY 2011
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2010
252.219-7004	Small Business Subcontracting Plan (Test Program)	JAN 2011
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7001	Alt I 252.225-7001 Buy American Act and Balance of Payments Program (JAN 2009) Alternate I	DEC 2010
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	MAR 2011
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAR 2011
252.227-7015	Technical Data--Commercial Items	MAR 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7021	Rights In Data--Existing Works	MAR 1979
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	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7005	Contractor Business Systems	MAY 2011
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2010
252.244-7001	Contractor Purchasing System Administration	MAY 2011
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)--ALTERNATE I (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception

under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments prepared in the following format:

Note 1: There is a clear distinction between submitting certified cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate certified cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later data come into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of certified cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.

Note 2: By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual data (regardless of form or whether the data are specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

I. -- General Instructions

A. You must provide the following information on the first page of your pricing proposal:

- (1) Solicitation, contract, and/or modification number;
- (2) Name and address of offeror;
- (3) Name and telephone number of point of contact;
- (4) Name of contract administration office (if available);
- (5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
- (6) Proposed cost; profit or fee; and total;
- (7) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
- (8) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS (other than a noncompliance that the cognizant Federal agency official has determined to have an immaterial cost impact), and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your

established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;

(9) The following statement:

This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR [15.403-5\(b\)\(1\)](#) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

(10) Date of submission; and

(11) Name, title, and signature of authorized representative.

B. In submitting your proposal, you must include an index, appropriately referenced, of all the certified cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

C. As part of the specific information required, you must submit, with your proposal—

(1) Certified cost or pricing data (as defined at FAR [2.101](#)). You must clearly identify on your cover sheet that certified cost or pricing data are included as part of the proposal.

(2) Information reasonably required to explain your estimating process, including –

(i) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and

(ii) The nature and amount of any contingencies included in the proposed price.

D. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the “Formats for Submission of Line Item Summaries” section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.

E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.

F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.

G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.

H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR [15.406-2](#), submit a Certificate of Current Cost or Pricing Data.

II. -- Cost Elements

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

A. Materials and services. Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.) and copies of the vendor quotes, invoice prices, etc. Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when certified cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own certified cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR [15.403-4](#). Submit the subcontractor certified cost or pricing data and data other than certified cost or pricing data as part of your own certified cost or pricing data as required in paragraph IIA(2) of this table. These requirements also apply to all subcontractors if required to submit certified cost or pricing data.

(1) *Adequate Price Competition.* Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth in FAR [15.403-4](#) priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR [31.205-26\(e\)](#)).

(2) *All Other.* Obtain certified cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR [15.403-4](#) and not otherwise exempt, in accordance with FAR [15.403-1\(b\)](#) (*i.e.*, adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of certified cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$12.5 million or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. Also submit any information reasonably required to explain your estimating process (including the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price). The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor certified cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the certified cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's certified cost or pricing data is required as described in this paragraph, it must be included as part of your own cost or pricing data. You must also submit any data other than certified cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

B. Direct Labor. Provide a time-phased (*i.e.* by contract ordering years) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

C. Indirect Costs. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

D. *Other Costs.* List all other costs not otherwise included in the categories described above (*e.g.*, special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

E. *Royalties.* If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers.
- (4) Patent application serial numbers, or other basis on which the royalty is payable.
- (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
- (6) Percentage or dollar rate of royalty per unit.
- (7) Unit price of contract item.
- (8) Number of units.
- (9) Total dollar amount of royalties.
- (10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR [27.202](#) and [31.205-37](#)).

F. *Facilities Capital Cost of Money.* When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR [31.205-10](#)).

G. *Supporting Direct and Indirect Information.*

(1) Three years of actual historical data is to be provided for both direct and indirect rates. Explain any 10% year to year differential for both indirect and direct rates. A copy of the contractor's most recent Forward Pricing Rate Agreement (FPRA) shall be provided and if one isn't provided, provide an explanation. Offerors (including proposed subcontractors) who do not have current fiscal year direct and indirect rate information as a Forward Pricing Rate Agreement on file with DCMA, shall submit, as part of their cost proposal, documentation establishing the accuracy of their proposed direct and indirect rates as follows:

- (A) Payroll data (if proposing current, named employees)
- (B) Copies of Letters of Intent that indicated agreed upon rate of pay (if proposing new hires)
- (C) Prior fiscal year DCMA Forward Pricing Rate Agreement (FPRA)
- (D) A comprehensive description of the methodology used to establish the proposed direct rate (if proposing rates that do not fall within one of the above criteria). This comprehensive description

shall include both source from where the rate was obtained and a description of how the resulting rate was calculated.

(E) Copy of DCAA/DCMA letter evidencing approved “provisional”/”interim” Billing Rates.

(F) Copies of any other letters/approvals with DCAA and DCMA showing approved indirect and direct rates.

(G) When the offeror elects to claim Facilities Capital Cost of Money (FCCOM) as an allowable cost, the offeror must submit Form CASB-CMF and show the calculation of the proposed amount.

III. -- Formats for Submission of Line Item Summaries

A. New Contracts (Including Letter Contracts)

Cost Elements	Proposed Contract Estimated – Total Cost	Proposed Contract Estimate – Unit Cost	Reference
(1)	(2)	(3)	(4)

Column and Instruction

(1) Enter appropriate cost elements.

(2) Enter those necessary and reasonable costs that, in your judgment, will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (*e.g.*, under a letter contract), describe them on an attached supporting page. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.

(3) Optional, unless required by the Contracting Officer.

(4) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

B. Change Orders, Modifications, and Claims

Cost Elements	Estimated Costs of all Work Deleted	Cost of Deleted Work Already Performed	Net Cost to be Deleted	Cost of Work Added	Net Cost of Change	Reference
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Column and Instruction

(1) Enter appropriate cost elements.

(2) Include the current estimates of what the cost would have been to complete the deleted work not yet performed (not the original proposal estimates), and the cost of deleted work already performed.

(3) Include the incurred cost of deleted work already performed, using actuals incurred if possible, or, if actuals are not available, estimates from your accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if you desire to retain these items or any portion of them, indicate the amount offered for them.

(4) Enter the net cost to be deleted, which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) minus Column (3) equals Column (4).

(5) Enter your estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them. When any of the costs in this column have already been incurred, describe them on an attached supporting schedule.

(6) Enter the net cost of change, which is the cost of work added, less the net cost to be deleted. Column (5) minus Column (4) equals Column (6). When this result is negative, place the amount in parentheses.

(7) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

C. Price Revision/Redetermination

Cutoff Date	Number of Units Completed	Number of Units to be Completed	Contract Amount	Redetermination Proposal Amount	Difference	Cost Elements
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Incurred Cost Preproduction	Incurred Cost Completed Units	Incurred Cost Work in Progress	Total Incurred Cost	Estimated Cost to Complete	Estimated Total Cost	Reference
(8)	(9)	(10)	(11)	(12)	(13)	(14)

(Use as applicable).

Column and Instruction

(1) Enter the cutoff date required by the contract, if applicable.

(2) Enter the number of units completed during the period for which experienced costs of production are being submitted.

(3) Enter the number of units remaining to be completed under the contract.

(4) Enter the cumulative contract amount.

(5) Enter your redetermination proposal amount.

(6) Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parentheses. Column (4) minus Column (5) equals Column (6).

(7) Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

(8) Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from your books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from your records, enter in this column your best estimates. Explain the basis for each estimate and how the costs are charged on your accounting records (*e.g.*, included in production costs as direct engineering labor, charged to manufacturing overhead). Also show how the costs would be allocated to the units at their various stages of contract completion.

(9) Enter in Column (9) the production costs from your books and records (exclusive of preproduction costs reported in Column (8)) of the units completed as of the cutoff date.

(10) Enter in Column (10) the costs of work in process as determined from your records or inventories at the cutoff date. When the amounts for work in process are not available in your records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which your proposal relates.

(11) Enter total incurred costs (Total of Columns (8), (9), and (10)).

(12) Enter those necessary and reasonable costs that in your judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which your proposal relates.

(13) Enter total estimated cost (Total of Columns (11) and (12)).

(14) Identify the attachment in which the information supporting the specific cost element may be found.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **quantity 1**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **quantity 500**;

(2) Any order for a combination of items in excess of **quantity 1,200**; or

(3) A series of orders from the same ordering office within **30 calendar days** that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5 business days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(End of clause)

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

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

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

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

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

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

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

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

Fixed-price contracts and subcontracts means--

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

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

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

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

Flexibly-priced contracts and subcontracts means--

(1) Fixed-price contracts and subcontracts described at FAR 16.203-1(a)(2)16.204, 16.205, and 16.206;

(2) Cost-reimbursement contracts and subcontracts (FAR Subpart 16.3);

(3) Incentive contracts and subcontracts where the price may be adjusted based on actual costs incurred (FAR Subpart 16.4);

(4) Orders issued under indefinite-delivery contracts and subcontracts where final payment is based on actual costs incurred (FAR Subpart 16.5); and

(5) The materials portion of time-and-materials contracts and subcontracts (FAR Subpart 16.6).

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

(1) Comply with applicable CAS; or

(2) Consistently follow disclosed or established cost accounting practices.

Required change means--

(1) A change in cost accounting practice that a Contractor is required to make in order to comply with applicable Standards, modifications or interpretations thereto, that subsequently become applicable to existing CAS-covered contracts or subcontracts due to the receipt of another CAS-covered contract or subcontract; or

(2) A prospective change to a disclosed or established cost accounting practice when the CFAO determines that the former practice was in compliance with applicable CAS and the change is necessary for the Contractor to remain in compliance.

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

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

(1) When a description has been submitted for a change in cost accounting practice that is dependent on a contract award and that contract is subsequently awarded, notify the CFAO within 15 days after such award.

(2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR 52.230-2; or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the clause at FAR 52.230-5; submit a description of the change to the CFAO not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change.

(3) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2 and FAR 52.230-5; or with paragraph (a)(3) of the clauses at FAR 52.230-3 and FAR 52.230-4, submit a description of the change not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change. If the change includes a proposed retroactive date submit supporting rationale.

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

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

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

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts; and

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

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

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

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

(i) Only those affected CAS-covered contracts and subcontracts having an estimate to complete exceeding a specified amount; and

(ii) An estimate of the total increase or decrease in cost accumulations for all affected CAS-covered contracts and subcontracts, using the results in paragraph (e)(2)(i) of this clause;

(3) Use a format acceptable to the CFAO but, as a minimum, include the information in paragraph (d)(3) of this clause; and

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

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

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

(2) For unilateral changes--

(i) Determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:

(A) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is increased cost to the Government.

(B) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is decreased cost to the Government;

(ii) Determine the increased or decreased cost to the Government for fixed-priced contracts and subcontracts as follows:

(A) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is increased cost to the Government.

(B) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is decreased cost to the Government;

(iii) Calculate the total increase or decrease in contract and subcontract incentives, fees, and profits associated with the increased or decreased costs to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and

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

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

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

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

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

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

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

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

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

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

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

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Agree to--

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

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

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

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

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

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

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

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

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

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

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

(End of clause)

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

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

() Yes () No

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

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

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

(End of provision)

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

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)

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

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

Concatenated unique item identifier means--

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

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

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

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the

enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

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

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

Government's unit acquisition cost means--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

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

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

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

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

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

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

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

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

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

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

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

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

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

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued, as follows:

ORDERING PERIOD	CLIN	FROM	TO
1	1001-1999	Contract Award	12-Months ADA
2	2001-2999	12-Months ADA	24-Months ADA
3	3001-3999	24-Months ADA	36-Months ADA
4	4001-4999	36-Months ADA	48-Months ADA
5	5001-5999	48-Months ADA	60-Months ADA

*ADA – After Date of [Contract] Award

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile or issued electronically (e.g. email), a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile or transmits electronically (e.g. email). Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

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

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
- (A) Noncommercial items; or
- (B) Commercial items that--
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

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

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

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

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

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

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

- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

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

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

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

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

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

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

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

List of Attachments

- Attachment 1 – Statement of Work (SOW)
- Attachment 2 – Specification Package
- Attachment 3 – Small Business Subcontracting Plan
- Attachment 4 – Salient Characteristics Matrix

List of Exhibits

- Exhibit A – Pricing Workbook
- Exhibit B – Contract Data Requirements List (CDRL)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	SEP 2010
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the

offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2011)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **334420**.

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

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

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

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

Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 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.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 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.
- (ix) 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.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 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.
- (xii) 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.
- (xiii) 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.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II applies.

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

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

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.

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

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

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

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

(Contracting Officer check as appropriate.)

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

----- (A) Basic.

----- (B) Alternate I.

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

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

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

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

----- (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (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 Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically 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 ORCA.

(End of Provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS
 PRICE
 ITEM QUANTITY QUOTATION TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 2011)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 334420.

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

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

(b) Representations.

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

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

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

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

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

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

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

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.225-18 PLACE OF MANUFACTURE (SEP 2006)

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

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

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

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

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

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

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

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

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

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

(3) Certificate of Monetary Exemption.

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

(4) Certificate of Interim Exemption.

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

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

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

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

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES NO

(End of provision)

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

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

Yes No

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

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

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

(End of provision)

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

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

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

(End of provision)

252.204-7007 ALTERNATE A ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2010)

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

(i) 252.209-7005, Reserve Officer Training Corps and Military Recruiting on Campus. This clause applies to all solicitations and contracts with institutions of higher education.

(ii) 252.225-7000, Buy American Act--Balance of Payments Program Certificate. This provision applies to solicitations containing the clause at 252.225-7001, Buy American Act and Balance of Payments Program.

(iii) 252.225-7020, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 252.225-7021, Trade Agreements.

(iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products. This provision applies to solicitations containing the clause at 252.225-7021, Trade Agreements, used with its Alternate I.

(v) 252.225-7031, Secondary Arab Boycott of Israel. This provision applies to all solicitations unless an exception applies or a waiver has been granted in accordance with 225.7604.

(vi) 252.225-7035, Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate. This provision applies to solicitations that include the clause at 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program. Alternate I applies when the clause at 252.225-7036 is used with its Alternate I.

(vii) 252.225-7042, Authorization to Perform. This provision applies to solicitations when contract performance will be wholly or in part in a foreign country.

(viii) 252.229-7003, Tax Exemptions (Italy). This clause applies to solicitations and contracts when contract performance will be in Italy.

(ix) 252.229-7005, Tax Exemptions (Spain). This clause applies to solicitations and contracts when contract performance will be in Spain.

(x) 252.247-7022, Representation of Extent of Transportation by Sea. This provision applies to all solicitations except--

(A) Those for direct purchase of ocean transportation services; or

(B) Those with an anticipated value at or below the simplified acquisition threshold.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraphs (d) and (e) 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/DFARS Clause	Title	Date	Change

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

(End of Provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number)-----

(Country of Origin (If known))-----

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE

RESTRICTIONS. (JAN 2011)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

(End of provision)

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

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

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

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

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

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract

resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(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

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009

CLAUSES INCORPORATED BY FULL TEXT

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.

(End of provision)

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

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an

exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

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

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under

this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in the following format:

Note 1: There is a clear distinction between submitting certified cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate certified cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later data come into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of certified cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.

Note 2: By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual data (regardless of form or whether the data are specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

I. -- General Instructions

A. You must provide the following information on the first page of your pricing proposal:

- (1) Solicitation, contract, and/or modification number;
- (2) Name and address of offeror;
- (3) Name and telephone number of point of contact;
- (4) Name of contract administration office (if available);
- (5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
- (6) Proposed cost; profit or fee; and total;
- (7) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
- (8) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS (other than a noncompliance that the cognizant Federal agency official has determined to have an immaterial cost impact), and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your

established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;

(9) The following statement:

This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR [15.403-5\(b\)\(1\)](#) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

(10) Date of submission; and

(11) Name, title, and signature of authorized representative.

B. In submitting your proposal, you must include an index, appropriately referenced, of all the certified cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

C. As part of the specific information required, you must submit, with your proposal—

(1) Certified cost or pricing data (as defined at FAR [2.101](#)). You must clearly identify on your cover sheet that certified cost or pricing data are included as part of the proposal.

(2) Information reasonably required to explain your estimating process, including –

(i) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and

(ii) The nature and amount of any contingencies included in the proposed price.

D. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the “Formats for Submission of Line Item Summaries” section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.

E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.

F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.

G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.

H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR [15.406-2](#), submit a Certificate of Current Cost or Pricing Data.

II. -- Cost Elements

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

A. Materials and services. Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.) and copies of the vendor quotes, invoice prices, etc. Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when certified cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own certified cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR [15.403-4](#). Submit the subcontractor certified cost or pricing data and data other than certified cost or pricing data as part of your own certified cost or pricing data as required in paragraph IIA(2) of this table. These requirements also apply to all subcontractors if required to submit certified cost or pricing data.

(1) *Adequate Price Competition.* Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth in FAR [15.403-4](#) priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR [31.205-26\(e\)](#)).

(2) *All Other.* Obtain certified cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR [15.403-4](#) and not otherwise exempt, in accordance with FAR [15.403-1\(b\)](#) (*i.e.*, adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of certified cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$12.5 million or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. Also submit any information reasonably required to explain your estimating process (including the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price). The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor certified cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the certified cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's certified cost or pricing data is required as described in this paragraph, it must be included as part of your own cost or pricing data. You must also submit any data other than certified cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

B. Direct Labor. Provide a time-phased (*i.e.* by contract ordering years) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

C. Indirect Costs. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

D. *Other Costs.* List all other costs not otherwise included in the categories described above (*e.g.*, special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

E. *Royalties.* If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers.
- (4) Patent application serial numbers, or other basis on which the royalty is payable.
- (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
- (6) Percentage or dollar rate of royalty per unit.
- (7) Unit price of contract item.
- (8) Number of units.
- (9) Total dollar amount of royalties.
- (10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR [27.202](#) and [31.205-37](#)).

F. *Facilities Capital Cost of Money.* When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR [31.205-10](#)).

G. *Supporting Direct and Indirect Information.*

(1) Three years of actual historical data is to be provided for both direct and indirect rates. Explain any 10% year to year differential for both indirect and direct rates. A copy of the contractors most recent Forward Pricing Rate Agreement (FPRA) shall be provided and if one isn't provided, provide and explanation. Offerors (including proposed subcontractors) who do not have current fiscal year direct and indirect rate information as a Forward Pricing Rate Agreement on file with DCMA, shall submit, as part of their cost proposal, documentation establishing the accuracy of their proposed direct and indirect rates as follows:

- (A) Payroll data (if proposing current, named employees)
- (B) Copies of Letters of Intent that indicated agreed upon rate of pay (if proposing new hires)
- (C) Prior fiscal year DCMA Forward Pricing Rate Agreement (FPRA)
- (D) A comprehensive description of the methodology used to establish the proposed direct rate (if proposing rates that do not fall within one of the above criteria). This comprehensive description

shall include both source from where the rate was obtained and a description of how the resulting rate was calculated.

(E) Copy of DCAA/DCMA letter evidencing approved “provisional”/”interim” Billing Rates.

(F) Copies of any other letters/approvals with DCAA and DCMA showing approved indirect and direct rates.

(G) When the offeror elects to claim Facilities Capital Cost of Money (FCCOM) as an allowable cost, the offeror must submit Form CASB-CMF and show the calculation of the proposed amount.

III. -- Formats for Submission of Line Item Summaries

A. New Contracts (Including Letter Contracts)

Cost Elements	Proposed Contract Estimated – Total Cost	Proposed Contract Estimate – Unit Cost	Reference
(1)	(2)	(3)	(4)

Column and Instruction

(1) Enter appropriate cost elements.

(2) Enter those necessary and reasonable costs that, in your judgment, will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (*e.g.*, under a letter contract), describe them on an attached supporting page. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.

(3) Optional, unless required by the Contracting Officer.

(4) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

B. Change Orders, Modifications, and Claims

Cost Elements	Estimated Costs of all Work Deleted	Cost of Deleted Work Already Performed	Net Cost to be Deleted	Cost of Work Added	Net Cost of Change	Reference
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Column and Instruction

(1) Enter appropriate cost elements.

(2) Include the current estimates of what the cost would have been to complete the deleted work not yet performed (not the original proposal estimates), and the cost of deleted work already performed.

(3) Include the incurred cost of deleted work already performed, using actuals incurred if possible, or, if actuals are not available, estimates from your accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if you desire to retain these items or any portion of them, indicate the amount offered for them.

(4) Enter the net cost to be deleted, which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) minus Column (3) equals Column (4).

(5) Enter your estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them. When any of the costs in this column have already been incurred, describe them on an attached supporting schedule.

(6) Enter the net cost of change, which is the cost of work added, less the net cost to be deleted. Column (5) minus Column (4) equals Column (6). When this result is negative, place the amount in parentheses.

(7) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

C. Price Revision/Redetermination

Cutoff Date	Number of Units Completed	Number of Units to be Completed	Contract Amount	Redetermination Proposal Amount	Difference	Cost Elements
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Incurred Cost Preproduction	Incurred Cost Completed Units	Incurred Cost Work in Progress	Total Incurred Cost	Estimated Cost to Complete	Estimated Total Cost	Reference
(8)	(9)	(10)	(11)	(12)	(13)	(14)

(Use as applicable).

Column and Instruction

(1) Enter the cutoff date required by the contract, if applicable.

(2) Enter the number of units completed during the period for which experienced costs of production are being submitted.

(3) Enter the number of units remaining to be completed under the contract.

(4) Enter the cumulative contract amount.

(5) Enter your redetermination proposal amount.

(6) Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parentheses. Column (4) minus Column (5) equals Column (6).

(7) Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

(8) Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from your books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from your records, enter in this column your best estimates. Explain the basis for each estimate and how the costs are charged on your accounting records (*e.g.*, included in production costs as direct engineering labor, charged to manufacturing overhead). Also show how the costs would be allocated to the units at their various stages of contract completion.

(9) Enter in Column (9) the production costs from your books and records (exclusive of preproduction costs reported in Column (8)) of the units completed as of the cutoff date.

(10) Enter in Column (10) the costs of work in process as determined from your records or inventories at the cutoff date. When the amounts for work in process are not available in your records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which your proposal relates.

(11) Enter total incurred costs (Total of Columns (8), (9), and (10)).

(12) Enter those necessary and reasonable costs that in your judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which your proposal relates.

(13) Enter total estimated cost (Total of Columns (11) and (12)).

(14) Identify the attachment in which the information supporting the specific cost element may be found.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)—ALTERNATE II (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)—ALTERNATE III (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) Submit the cost portion of the proposal via the following electronic media: [Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Ed Davenport, Contracting Officer
Code 2.1B1
Space and Naval Warfare Systems Command
4301 Pacific Highway
San Diego, CA 92110

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

(End of provision)

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

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

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any DFARS (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)

5252.211-9000 NOTICE TO OFFERORS--USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

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

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

<u>Class I ODS Identified</u>	<u>Specification/Standard</u>
<i>None</i>	

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

(End of Provision)

5252.215-9200 CERTIFICATE OF CURRENT COST OR PRICING DATA (OCT 1997)

Certification of cost or pricing date is required in accordance with FAR 15.403-4 and shall be prepared in the format specified in FAR 15.406-2. The Contractor shall be required to submit the certificate as soon as practicable after agreement is reached on the contract price.

(End of provision)

5252.215-9209 USE OF NON-DEVELOPMENT ITEMS (NOV 1991)

Use of non-development items (NDI) is the preferred method of satisfying operational requirements of the Navy where such use does not significantly degrade the operational or performance requirements. NDI is defined as any of the following:

- a. Commercial and commercial type products.
- b. Material developed and in use by the Navy and other military service or government agency.
- c. Material developed and in use by other countries.
- d. Any of the above that can be modified or integrated to meet the requirements of this solicitation.

Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e., end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal.

The intent of the NDI alternative is to provide the Navy with effective and economical solutions to its essential operational requirements. Less than full compliance with all performance, technical or operational objectives does not preclude the use of NDI, and offerors should propose such NDI in order for the Navy to consider technical and performance trade-offs. However, NDI alternatives that significantly degrade the performance characteristics of the contract product(s), will not be considered. Offerors are requested to present the cost/benefit analysis that supports the intelligent employment of NDI alternatives.

(End of provision)

L-316 SUBMISSION OF PROPOSALS (SIMPLIFIED) (JUL 1999)

QUESTIONS: Offerors may submit questions concerning, or request clarification of, any aspect of this RFP. All questions shall be submitted in writing by electronic means through the PRP solicitation page on the Space and Naval Warfare Systems Command (SPAWAR) e-Commerce website at <https://e-commerce.sscno.nmci.navy.mil> no later than **fifteen calendar days** after issuance of this RFP. Offerors are advised that the Government will make available to the public any offeror questions and comments and the Government’s associated responses; therefore Offerors shall not provide questions or comments of a proprietary nature. The Government will use its best efforts to respond to Offeror questions and comments; however, responses are not guaranteed. All questions and answers will be posted on the SPAWAR e-Commerce website at <https://e-commerce.sscno.nmci.navy.mil>.

A) Proposals shall be prepared and submitted as follows:

# of Paper Copies	Item	Page Limit
Three (3)	VOLUME I: CONTRACT	No Limit
	Section 1: Cover Letter	
	Section 2: Exceptions to the RFP	
	Section 3: Signed SF33 with Completed Section B through K	
	Section 4: Response to Provision 252.227-7017	
	Section 5: Proprietary Data Protection Agreement (PDPA)	
	Section 6: Systems and Compliances	
	Section 7: Small Business Subcontracting Plan	
Five (5) & Three (3) as indicated	VOLUME II: TECHNICAL	No Limit
	Section 1: Salient Characteristics Matrices (5 paper)	
	Section 2: Technical Support Documentation (3 paper)	
Two (2)	VOLUME III: PRICE AND COST	No Limit
	Section 1: Completed RFP Section B	
	Section 2: Completed Exhibit A - Pricing Workbook	
	Section 3: Supporting Price and Cost Data	

(1) Submission Instructions.

- (a) Offeror’s shall submit their proposals to the SPAWAR e-Commerce website, in accordance with provision L-349, no later than 10:00 AM Pacific Daylight Time (local to San Diego, CA) on **14**

November 2011. All Offeror's paper/CD copies shall be postmarked prior to the receipt due date and time listed above.

- (b) In addition to the electronic submission instructions identified in provision L-349, Offerors shall submit three (3) original signed paper copies, and three (3) CD copies of Volume I Contract; five (5) original signed paper copies of the Salient Characteristics Matrix and three (3) original signed paper copies of the Technical Support Documentation, as well as five (5) CDs of Volume II: Technical Volume; and two (2) original signed paper copy, and two (2) CDs of Volume III: Cost/Price Volume. Paper copy and CD shall be submitted to:

ADDRESS: Space and Naval Warfare Systems Command
 Attn: Helena Atkins, Code 2.1B14
 Bldg. OT-4, Room 1040
 4301 Pacific Highway
 San Diego, CA 92110-3127

- (c) The electronic proposal submission described in provision L-349 must be identical to the signed paper and CD copy. If the two documents are not identical, the paper copy(ies) and the CD(s) that are not identical will be rejected. Should there be any discrepancy between the electronic proposal submission and the paper and CD submissions, the electronic proposal submission shall be deemed to contain the official contents.
- (d) Proposals submitted in response to this solicitation shall be valid for 180 days from the solicitation closing date.

B) Proposal Organization, Format and Content

(1) Proposal Organization.

- (a) The proposal shall be organized into the volumes, sections and page limitations shown above.
- (b) Pages shall be numbered consecutively within each section to indicate the volume, section, and page. For example, page 19 of Volume I, Section 3 would be numbered I-3-19. Pages in the Cost/Price Volume shall be numbered consecutively.

(2) Proposal Format.

- (a) The proposal shall be on 8-1/2" X 11" paper with single-spaced typed lines, including figures, glossaries, table of contents and cover sheets. Each sheet shall be printed on both sides. Type size shall be Times New Roman and no smaller than 12 point in the text, 10 point in spreadsheets, and 6 point on drawings, figures, and tables. Foldouts may be used, but shall be no larger than 11" by 17", shall be printed on one side only, and shall count as two pages. Standard margins shall be a minimum of one inch, excluding header and footer. The volumes shall contain a glossary of abbreviations and acronyms used and an explanation of each. No pen and ink changes are allowed.
- (b) Each volume of the proposal shall be separately bound in a 3-ring binder. A cover sheet shall be affixed to each volume, clearly marked as to the volume number, the copy number, the RFP identification and the Offeror's name. The volume and copy numbers shall appear on the spine of the volume binder to permit rapid accounting when the volume is placed in a vertical position in a storage cabinet.

(3) Proposal Content.

- (a) Responses to the requirements in each of the factors listed in Section M are necessary to enable the Government to evaluate the Offeror's understanding of, and capability to accomplish, the stated

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

The Offeror's proposal shall be organized as follows:

(b) **VOLUME I – CONTRACT.** The contract volume shall be organized as follows:

(i) **Section 1: Cover Letter**

The Offeror's proposal shall include a cover letter on the Offeror's letterhead stationary and signed by an executive of the company who possesses authority to contractually bind the Offeror. The cover letter shall acknowledge receipt of all amendments (if any are issued) to the RFP. The submittal letter shall identify all enclosures being transmitted as part of the response to the RFP. The letter shall reference the RFP number and acknowledge that it transmits an offer in response to the RFP. It shall state: (1) Commercial and Government Entity (CAGE) number, (2) DUNs Number, (3) Taxpayer Identification Number (TIN), (4) address(es) of the location(s) at which the Offeror intends to perform the proposed effort, (5) state the name, address and telephone number of the cognizant DCAA audit office, (6) the name, address and telephone number of the cognizant DCMA office, and (7) a statement that the proposal is valid for 365 days from the solicitation closing date. The above listed information (items 1-7) shall also be provided for all proposed subcontractors.

(ii) **Section 2: Exceptions to the RFP**

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

(iii) **Section 3: Signed SF33 with completed Sections B through K**

The Offeror's proposal shall provide a completed RFP to include completed and signed SF33 acknowledging all amendments and completed Sections B through K.

(iv) **Section 4: Response to Provision 252.227-7017**

The Offeror shall submit data rights information pertaining to technical data or computer software in accordance with DFARS 252.227-7017.

(v) **Section 5: Proprietary Data Protection Agreements (PDPA)**

Contractor support personnel from Booz Allen Hamilton will be assisting the Government during source selection by providing administrative support. **Responses to this solicitation MUST clearly state whether permission is granted allowing the contractor support identified above access to the contractor's proposal. The executed PDPA should be included in the Proposal submitted to the Government so that the Government is aware that the PDPA has been executed.** Should such permission be denied the Government will review the contractor's proposal without the administrative contractor support identified. Offerors are encouraged to execute a Proprietary Data Protection Agreement (PDPA) with these companies. Subcontractors that provide proposal information separate from the prime contractor's proposal submittal shall clearly state whether permission is granted allowing the contractor support identified above access to the subcontractor's proposal. The points of contact for the companies are listed below:

Company	POC	Contact Information
Booz Allen Hamilton	Chandler Williams	Email: williams_chandler@bah.com Phone: (619) 680-4722

(vi) **Section 6: Systems and Compliances**

The Offeror shall provide documentation that demonstrates the Government has determined that the Offeror currently has an adequate Accounting System, Estimating System, Purchasing System and Disclosure Statement Systems and Compliances

(vii) **Section 7: Small Business Subcontracting Plan**

Offerors, unless otherwise exempt, due to being a small business concern or a company performing outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico, shall, in accordance with FAR 19.7 and FAR 52.219-9, submit a Small Business Subcontracting Plan. Failure to submit and negotiate a subcontracting plan acceptable to the Contracting Officer shall make the offer ineligible for award of a contract.

If the Offeror is a participant in the Department of Defense (DoD) Comprehensive Subcontracting Test Program specified in DFARS 219.7, the Offeror shall provide a copy of the approved comprehensive plan AND describe how small business participation on this contract will contribute to its overall Comprehensive Subcontract goals.

The following SPAWAR Subcontracting Goals for this procurement are provided to assist in the development of your Subcontracting Plan:

- Small Business – 30%
- Small Disadvantaged Business – 5% **
- Woman Owned Small Business – 5%
- HUB Zone – 3%
- Service-Disabled Veteran Owned Small Business – 3%
- Veteran Owned Small Business – 3%

*** Note: The Small Disadvantaged Business (SDB) goal is for informational purposes only and will not be evaluated. Offeror's will not receive a higher or lower rating based on their ability to address this specific segment in the small business subcontracting plan.*

The above goals are provided as a baseline for preparing the subcontracting plan. The subcontracting plan shall propose subcontracting goals for this specific requirement. If the subcontracting plan does not meet the above goals in any category it shall clearly explain why the goal is not being proposed and what actions the contractor is undertaking to maximize small business subcontracting goals in an attempt to bring the percentages to or above the SPAWAR goals.

Small Business Utilization

Large business Offerors shall provide (1) and (2) below:

- (1) a) A table which lists all its proposed first tier subcontractors individually by name with their addresses, their business type (large, small, small disadvantaged, women-owned, HUB Zone, veteran-owned, service-disabled veteran-owned small, as determined by the SBA size standard for the specific work being subcontracted.
- b) The principal service/supply being provided by the subcontractor.

c) The complexity of the service/product provided. A brief narrative on complexity of subcontract services/products must describe; Product: Complex performance specifications or stringent tolerances; Services: Advanced professional skills or application of innovative technologies.

(2) A copy of binding agreements and enforceable commitments executed with the firms identified in the table required by (1) above. A sample table is provided below:

Name of 1st Tier Subcontractor	Subcontractor Address	Type of Business (Large, SB, HUBZone, SDB [incl. HBCU/MI), WOSB, VOSB, SDVOSB) List all Applicable	Principal Supply/Service Provided	Complexity of Product/Service Provided (Brief)
XYZ Corp.	123 Main St. Anytown, NY 01345	Large	Castings	Manufactured to 1.0 tolerance
Acme, Ltd.	456 First Ave. Somewhere, NY 54321	SD, SDB, VOSB	Logistics Software	Utilizing ISO 9000 and S100D standards with XML

The CCR & SBA Dynamic Small Business Search (<http://ccr.gov>) database will be viewed to verify the small business category or categories of the proposed small businesses in the table. The Offerors shall list all applicable business types for which each subcontractor qualifies. The definition of a small business concern is as set forth in 13 CFR 121.105.

NOTE 1: The Small Business Subcontracting Plan shall be submitted by the Offeror in accordance with FAR 52.219-9 stating cumulative subcontracting goals and for each option in both dollars and percentages of total subcontracted amount.

NOTE 2: Offerors are reminded that all goals accepted and incorporated into the resulting contract will be subject to FAR Clause 52.219-16, "Liquidated Damages-Subcontracting Plan".

(c) **VOLUME II – TECHNICAL.** The technical proposal shall be organized as follows:

FACTOR 1: Technical Acceptability

No pricing information shall be included in the technical proposal.

OFFERORS MUST OFFER AND PROVIDE TECHNICAL INFORMATION FOR AT LEAST ONE (1) RADIO SYSTEM (CLIN X001-X026) AND ALL THE RELATED ANCILLARY PARTS FOR THAT PROPOSED RADIO SYSTEM IN ORDER TO BE ELIGIBLE FOR AWARD.

Each technical proposal shall be so specific, detailed, and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements. Statements which paraphrase the specifications or attest that "standard procedures will be employed, etc" are inadequate. While it is agreed that all technical considerations cannot be presented in each technical proposal, each proposal must be sufficiently adequate to demonstrate how it is proposed to comply with the requirements of the specification.

PROPOSALS WITH INSUFFICIENT INFORMATION TO PERMIT COMPLETE TECHNICAL EVALUATION BY THE GOVERNMENT MAY BE REJECTED.

To be determined technically acceptable, Offerors are to submit adequate technical specification data to allow the Government to make the determination that each proposed radio meets the Form, Fit, and Function (FFF) salient characteristics detailed in the SOW, Sections 6.1 through 6.26, and Specification for the radio CLINs X001-X026.

(i) Section 1: Salient Characteristics Matrices

For each proposed radio system, the Offeror will complete the Salient Characteristics Matrix, Attachment 4, showing the correlation between the offered technical specifications and the Government's performance specifications detailed in the SOW and Specification. In the notes Section of the Salient Characteristics Matrix, the Offeror may provide notes to explain how the Offeror's documentation supports compliance and shall permit the Government to locate and review the submitted documentation. Documents provided to substantiate the required technical specification shall be specifically identified in detail (e.g., page number; line item; table reference) to permit the Government to locate the cited document.

(ii) Section 2: Technical Support Documentation

The Offeror may submit any combination of the Document Categories listed below in order to demonstrate that each proposed radio system (i.e., radio kit) complies with the requirements of the SOW and Specification. However, in some instances the Specification calls out specific documents, and where a specific document is called out in the Specification, the Offeror shall use such document to show the technical requirement is met.

Document Categories:

- A. Documents identified in the specification.
- B. Standards conformance reports (preferably third-party independent reports. If not available to the Offeror, then Offeror test reports are acceptable so long as it substantiates the offered requirement)
- C. Lab test reports (preferably third-party independent reports. If not available to the Offeror, then Offeror test reports are acceptable so long as it substantiates the offered requirement)
- D. Technical documentation (examples: vendor technical manuals, engineering drawings)

For each ancillary part listed in Part II of the Specification, the Offeror must provide an equivalent part that is interoperable with the offered radio systems listed in the interoperability matrix contained in Part II of the Specification.

(d) **VOLUME III – PRICE AND COST.**

FACTOR 2: Price

The guidelines and requirements in this section are provided to (1) aid Offerors in preparing their price volume, and (2) aid the Government in reviewing and evaluating the Offeror's price volume. The Government's intent is to provide instructions that will allow the Offerors to develop clear, concise and comprehensible proposals and to minimize data requests by the Government during the evaluation process. The price proposal instructions outlined in this section shall be followed in developing the proposed prices for all CLINs listed in the RFP Section B – Supplies/Services and the Exhibit A – Pricing Workbook. The Offeror's Volume III - Price Proposal shall consist of the following:

- (i) Prices required by Section B
- (ii) Completed Exhibit A – Pricing Workbook

The Offeror shall price out all CLINs for those Radios and Ancillary Parts proposed in Volume II TECHNICAL PROPOSAL. The pricing inputted by the Offeror in Section B shall match the pricing contained in the Exhibit A – Pricing Workbook.

The Exhibit A – Pricing Workbook contains ‘Annual Estimated Quantities’ and ‘Estimated Quantities per Order’ for evaluation purposes. The ‘Annual Estimated Quantities’ represents the number of units of a particular item the Government estimates it will purchase during the respective ordering period. The ‘Estimated Quantities per Order’ represents the number of units of a particular item the Government estimates it will purchase at one time, or in accordance with Note A in Section B of this RFP. For each radio system and ancillary part proposed, the Offeror shall fill in all yellow highlighted cells with stepladder/volume pricing for all CLINs under each tab of the Pricing Workbook. The unit prices and evaluated price included in the Pricing Workbook shall be identical to the unit prices that the Offeror inputs in Section B of the RFP. In the event of a discrepancy between the unit prices, the Section B prices shall prevail.

NOTE: Offerors are advised not to make changes to the Pricing Workbook except for changes related to adjustments in the stepladder/volume ranges. If changes are made to the Pricing Workbook, the offeror making any change(s) must indicate changes that have been made to any formula and detail/explain the changes to the stepladder volume pricing range. The pricing model is being provided as a guideline for offerors.

General Instructions.

- (i) For Section B of the RFP CLINs X001-X026, the Offeror shall insert the appropriate ‘Unit Price’, ‘Total Price’, and ‘Annual Estimated Quantities’ for each proposed radio system (CLINs X001-X026) from the Exhibit A – Pricing Workbook.
- (ii) For Section B of the RFP CLINs X101-X102 Contract Data Requirements List (CDRL), the Offeror shall leave the pricing as Not Separately Priced (NSP). NSP has been inserted into the Exhibit A – Pricing Workbook. For CLINs X103 Contract Data Requirements List (CDRL), the Offeror shall insert unit price within the yellow highlighted cells of the ‘Price Summary’ tab contained in the Exhibit A – Pricing Workbook. This same unit price shall be inserted into Section B of the RFP at a quantity of one (1).
- (iii) For Section B of the RFP CLINs X201 Other Direct Costs (ODCs), the Offeror shall insert the following amounts as specified within L-329 OTHER DIRECT COSTS. These amounts have been specified within the Exhibit A – Pricing Workbook.

CLIN 1201	\$5,000
CLIN 2201	\$5,100
CLIN 3201	\$5,202
CLIN 4201	\$5,306
CLIN 5201	\$5,412

- (iv) For Section B of the RFP CLINs X301 Un-Kitted Ancillary Parts, the Offeror shall insert the following amounts. These amounts have been inserted into the Exhibit A – Pricing Workbook.

CLIN 1301	\$15,357,276
CLIN 2301	\$15,357,276
CLIN 3301	\$15,357,276
CLIN 4301	\$15,357,276
CLIN 5301	\$15,357,276

- (v) For Section B of the RFP CLINs X400 Ancillary Parts, the Offeror shall insert the total price contained in the 'Price Summary' tab of the Exhibit A – Pricing Workbook for the appropriate ordering period.

Required Pricing Information. Pricing information must be provided to the degree necessary to determine reasonableness and completeness. Offerors shall submit price documentation for the basic period and each individual ordering period for development of the prices and variable pricing ranges for each of the radio systems CLINs (i.e. CLINs X001 - X026). No specific format is required for pricing support. As support to the pricing information, the offerors shall provide a cost breakout by cost element in excel format to show how the price was derived. The format shall be as that described in the Section L clause 52.215-20 Requirements For Certified Cost Or Pricing Data Or Information Other Than Certified Cost Or Pricing Data (OCT 2010) - ALTERNATE I (OCT 2010).

As this is a competitive acquisition and adequate price competition anticipated, the price supporting documentation requested is not considered certified cost or pricing data and shall not be certified in accordance with FAR 15.403-5. Should adequate price competition not exist after receipt of proposals, the PCO reserves the right to obtain cost or pricing data pursuant to FAR Part 15. By submitting a proposal, the Offeror grants the PCO, or an authorized representative, the right to examine records that form the basis of the pricing proposal. This examination and review can take place at any time before award.

(End of provision)

L-329 OTHER DIRECT COST (DEC 1999)

(a) The Government’s best estimate of Other Direct Cost (ODC) items, to include alternate delivery locations, is set forth below. The Government cannot guarantee either the amount for each category or the total estimated amount. ODC will be non-fee bearing cost elements and subject to G&A and material handling overhead costs only. In Section B, the offeror shall fill-in the following fully-burdened amounts for ODC:

CLIN 1201	\$5,000
CLIN 2201	\$5,100
CLIN 3201	\$5,202
CLIN 4201	\$5,306
CLIN 5201	\$5,412

(b) Offerors shall use the stated amounts in the preparation of their cost proposals, except as stated in paragraph (c) below.

(c) If the offeror has reason to believe that the amounts estimated by the Government are understated, the offeror shall notify the Contracting Officer in writing. The offeror shall provide a revised estimate and a detailed basis for the revision(s). If the Government finds the rationale to be sound/compelling, the Government will amend the solicitation accordingly. The same is true if the offeror believes the amount is overstated.

(d) If, based upon the offerors accounting system or disclosure statement, the offeror believes the amounts estimated by the Government are overstated (e.g., an item is included as an element of an indirect expense pool), the offeror may reduce the amount(s). If such a reduction is made, the offeror as part of the initial cost proposal shall provide a detailed explanation/justification to substantiate the reduction. The Government reserves the right to discount any assessment if the basis for the reduction is deemed to be unrealistic or inadequate.

(e) Failure of other direct cost categories/amounts, either as stated herein or proposed, to materialize during actual contract performance, shall not constitute a constructive change to or breach of the contract and shall not form the basis for any adjustment to fee whether pursuant to the changes clause or otherwise.

(f) Similarly, the fact that the ODCs in excess of those estimated or proposed are incurred, shall not form the basis for any fee adjustment, whether pursuant to the changes clause or otherwise.

(End of provision)

L-335 ESTIMATED EFFECTIVE AWARD DATE (DEC 1999)

For Bidding/Proposal purposes the estimated effective date of contract award is 01 Oct 2012.

(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)

L-503 MULTIPLE AWARDS (OCT 1998)

The Government may make multiple awards resulting from this solicitation.

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.232-15

Progress Payments Not Included

APR 1984

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):

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

(End of provision)

M-304 AWARD (LOWEST PRICE, TECHNICALLY ACCEPTABLE) (DEC 1999)

Award of the contract resulting from this solicitation will be made to the offeror whose proposal is technically acceptable and the lowest price.

(End of provision)

M-313 EVALUATION FACTORS LISTED (FIXED PRICE CONTRACTS) (MAR 1999)

(a) Award of the contracts resulting from this solicitation will be made to Offerors' whose proposals are technically acceptable and represent the lowest prices. Only those proposals that have been determined to be technically acceptable with 100% compliance with the SOW Sections 6.1 through 6.26 and all Sections and Subsections of the Specification that were offered will be eligible for award.

(b) The proposal must give clear, detailed information sufficient to enable evaluation based on the factors listed below.

(c) To be considered for award, Offerors must offer at least one radio system (CLIN X001-X026) and all related ancillary parts for the proposed radio system. Offerors that do not offer at least one radio system and its related ancillary parts may not be considered for award.

FACTORS

1. Technical Acceptability
2. Price

Factor 1: Technical Acceptability.

For each proposed radio system(s), supporting Offeror documentation will be evaluated for compliance against the SOW Sections 6.1 through 6.26 (which identifies radios kits) the Specification Part I, Sections 1 through 26 (which identifies salient characteristics of interoperability and interchangeability), and the Salient Characteristics Matrix (Attachment 4) to ensure that the offered product(s) meets or exceeds all of the FFF salient characteristics outlined in the SOW and meet 100% of the salient characteristics for that system and related ancillary parts as set forth in the specification.

If an Offeror fails to submit adequate data to allow the Government to make a determination that the proposed radio system meets the FFF salient characteristics detailed in Part I of the Specification, the Government will determine that the radio system is 'Not Acceptable', in accordance with the Adjectival Ratings described below. Those Offerors who are not technically acceptable may not be considered further for award.

For ancillary parts listed in Part II of the Specification, each offered product will be evaluated for interoperability and interchangeability against the SOW and per the ancillary parts interoperability and interchangeability matrix provided in Part II of the specification to ensure that each proposed ancillary part is 100% interoperable and interchangeable with the specified radio systems.

Factor 2: Price.

The purpose of the price evaluation is to determine whether each Offeror's proposed price is reasonable and complete in relation to the solicitation and technical proposal. Unreasonable prices or inconsistencies between the technical and price proposals will be assessed.

The lowest price will be evaluated for each radio system (CLINs X001-X026) and its ancillary parts. The evaluated price for each radio system and its ancillaries will be equal to the 'Total Price for All Periods' contained on the 'Price Summary' table of the Exhibit A – Pricing Workbook. For each CLIN, the evaluated price is equal to [(Estimated Quantity per Order) x (Unit Price at that Quantity)] x [(Annual Estimated Quantity) / (Estimated Quantity per Order)]. The Annual Estimated Quantity and Estimated Quantity per Order are both used for evaluation purposes only.

Note: The COST-type Other Direct Costs (ODC) CLINs X201 and FFP-type Un-Kitted Ancillary Parts CLINs X301, as specified in Section B as a Not to Exceed amounts for each ordering period, have been populated within the Exhibit A – Pricing Workbook and shall be included in the Offerors' evaluated prices. Price reasonableness will be determined primarily by price competition. Proposed prices may not be accepted by the Government at face value (see FAR 15.404). The Government will perform price analysis of the proposed contract price in accordance with FAR 15.404.

The evaluated contract price will represent the awarded contract ceiling. The stepladder pricing contained in the Exhibit A – Pricing Workbook will be incorporated into the resulting contract.

The Government will perform a price analysis for fixed price line items in accordance with FAR 15.404-1(b) and review proposed prices for evidence of unbalanced pricing in accordance with FAR 15.404-1(g), either between CLINs or between different quantities within one CLIN, that may render a proposal unacceptable. Although application of learning curves or allocation of non-recurring costs may cause variations in unit prices, the Offeror should explain such variations that occur between CLINs or between different quantities within one CLIN.

ADJECTIVAL RATINGS

In evaluating technical proposals, the Government will assign a rating of 'Acceptable' or 'Not Acceptable'. The adjectival ratings are defined below:

- a) Acceptable

At least one proposed radio and related ancillary parts meets or exceeds all of the Form Fit and Function salient characteristics defined in the SOW Sections 6.1 through 6.26 and Specification (100% compliance for each proposed radio system(s) and related ancillary parts).

b) Not Acceptable

For each proposed radio and related ancillary parts, the proposed radio and ancillary parts does not meet all of the Form Fit and Function salient characteristics defined in the SOW Sections 6.1 through 6.26 and Specification (100% compliance for all proposed radio system(s) and related ancillary parts).

(End of provision)

