SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1	OF	PAGES 154

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	N00039-10-R-0032	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	12 Aug 2010	

7. ISSUED BY	8. ADDRESS OFFER TO (If other than Item 7)
COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127 CODE N00039 TEL: FAX:	See Item 7 CODE TEL: FAX:

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

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in see L-349 until 10:00 AM (Hour) local time 20 APRIL 2011 (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	FRED RENZ	619-524-3558	frederick.renz@navy.mil

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				**PART II - CONTRACT CLAUSES**	
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	69 - 97
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 28			**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**	
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	29 - 35	X	J	LIST OF ATTACHMENTS	98
X	D	PACKAGING AND MARKING	36 - 42			**PART IV - REPRESENTATIONS AND INSTRUCTIONS**	
X	E	INSPECTION AND ACCEPTANCE	43 - 45	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	99 - 113
X	F	DELIVERIES OR PERFORMANCE	46 - 49				
X	G	CONTRACT ADMINISTRATION DATA	50 - 52	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	114 - 145
X	H	SPECIAL CONTRACT REQUIREMENTS	53 - 68	X	M	EVALUATION FACTORS FOR AWARD	146 - 154

OFFER (Must be fully completed by offeror)

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

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

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

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
	[ ]		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )	

24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY (4 copies unless otherwise specified)
CODE	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
TEL: EMAIL:	(Signature of Contracting Officer)	

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

Previous Edition is Unusable

33-134

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.214(c)

Deleted: 2
Deleted: OCT
Deleted: 0

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 CPIF			Lot		
	FOB: Destination Global Positioning System (GPS) Based Positioning, Navigation, and Timing Service (GPNTS) Engineering and Manufacturing Development (EMD) EMD and 3 Engineering Development Models (EDMs) IAW SOW para 4.1-4.1.15				
				TARGET COST	
				TARGET FEE	7%
				TOTAL TARGET COST + TARGET FEE	
				MINIMUM INCENTIVE FEE	0%
				MAXIMUM INCENTIVE FEE	10%
				SHARE RATIO ABOVE TARGET	60/40 (Government/Contractor)
				SHARE RATIO BELOW TARGET	40/60 (Government/Contractor)

Note: The target fee is 7%; ***however offerors may propose a lower target fee than 7%.***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					NSP
	Contract Data Requirements List (CDRLs) EDM DD Form 1423, (Price included in CLIN 0001) Exhibit A FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					
	Reserved				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					
	Reserved				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 COST			Lot		NTE
OPTION	Other Direct Costs (ODCs) In support of DT/OT May include travel and miscellaneous other direct costs. ODCs are non-fee bearing. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000 FFP			Each		
OPTION	LRIP Production Configuration A Maximum 12; See Pricing Table B-1 IAW SOW para 4.2-4.2.2.2 and 4.25-4.2.11 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 FFP			Each		
OPTION	LRIP Production Configuration B Maximum 12; See Pricing Table B-2 IAW SOW para 4.2-4.2.2.2 and 4.2.5-4.2.11 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 FFP			Each		
OPTION	LRIP Production Configuration C Maximum 12; See Pricing Table B-3 IAW SOW para 4.2-4.2.2.2 and 4.2.5-4.2.11 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 FFP			Lot		NTE
OPTION	LRIP Production Provisioning Item Ordering (PIO) IAW SOW para 4.2.3 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 FFP			Lot		NTE
OPTION	LRIP Production Upgrade Kits IAW SOW para 4.2.4 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 CPFF			Lot		NTE
OPTION	Engineering Support Services for FY15-16 For OT IAW SOW para 4.2.12 FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	5%
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006					NSP
OPTION	Contract Data Requirements List (CDRLs) LRIP DD Form 1423, (Price included in CLIN 1000, 1001, and 1002) Exhibit B FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 COST			Lot		NTE
OPTION	Other Direct Costs (ODCs) In support of CLIN 1005. May include travel and miscellaneous other direct costs. ODCs are non-fee bearing. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2000 FFP			Each		
OPTION	Full Rate Production Year 1 Configuration A Maximum 20; See Pricing Table B-1 IAW SOW para 4.3-4.3.2.2 and 4.3.5-4.3.8 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 FFP			Each		
OPTION	Full Rate Production Year 1 Configuration B Maximum 20; See Pricing Table B-2 IAW SOW para 4.3-4.3.2.2 and 4.3.5-4.3.8 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 FFP			Each		
OPTION	Full Rate Production Year 1 Configuration C Maximum 20; See Pricing Table B-3 IAW SOW para 4.3-4.3.2.2 and 4.3.5-4.3.8 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 FFP			Lot		NTE
OPTION	Full Rate Production Year 1 Provisioning Item Ordering (PIO) IAW SOW para 4.3.3 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 FFP			Lot		NTE
OPTION	Full Rate Production Year 1 Upgrade Kits IAW SOW para 4.3.4 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 CPFF			Lot		NTE
OPTION	Full Rate Production Year 1 Engineering Support Services IAW SOW para 4.3.9 FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	5%
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006					NSP
OPTION	Contract Data Requirements List (CDRLs) Full Rate Production Year 1 DD Form 1423, (Price included in CLIN 2000, 2001, and 2002) Exhibit C FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 COST			Lot		NTE
OPTION	Other Direct Costs (ODCs) In support of CLIN 2005. May include travel and miscellaneous other direct costs. ODCs are non-fee bearing. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3000 FFP			Each		
OPTION	Full Rate Production Year 2 Configuration A Maximum 20; See Pricing Table B-1 IAW SOW para 4.3-4.3.2.2 and 4.3.5-4.3.8 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 FFP			Each		
OPTION	Full Rate Production Year 2 Configuration B Maximum 20; See Pricing Table B-2 IAW SOW para 4.3-4.3.2.2 and 4.3.5-4.3.8 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 FFP			Each		
OPTION	Full Rate Production Year 2 Configuration C Maximum 20; See Pricing Table B-3 IAW SOW para 4.3-4.3.2.2 and 4.3.5-4.3.8 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 FFP			Lot		NTE
OPTION	Full Rate Production Year 2 Provisioning Item Ordering (PIO) IAW SOW para 4.3.3 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 FFP			Lot		NTE
OPTION	Full Rate Production Year 2 Upgrade Kits IAW SOW para 4.3.4 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 CPFF			Lot		NTE
OPTION	Full Rate Production Year 2 Engineering Support Services IAW SOW para 4.3.9 FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	5%
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006					NSP
OPTION	Contract Data Requirements List (CDRLs) Full Rate Production Year 2 DD Form 1423, (Price included in CLIN 3000, 3001, and 3002) Exhibit C FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 COST			Lot		NTE
OPTION	Other Direct Costs (ODCs) In support of CLIN 3005. May include travel and miscellaneous other direct costs. ODCs are non-fee bearing. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4000 FFP			Each		
OPTION	Full Rate Production Year 3 Configuration A Maximum 20; See Pricing Table B-1 IAW SOW para 4.3-4.3.2.2 and 4.3.5-4.3.8 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 FFP			Each		
OPTION	Full Rate Production Year 3 Configuration B Maximum 20; See Pricing Table B-2 IAW SOW para 4.3-4.3.2.2 and 4.3.5-4.3.8 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 FFP			Each		
OPTION	Full Rate Production Year 3 Configuration C Maximum 20; See Pricing Table B-3 IAW SOW para 4.3-4.3.2.2 and 4.3.5-4.3.8 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 FFP			Lot		NTE
OPTION	Full Rate Production Year 3 Provisioning Item Ordering (PIO) IAW SOW para 4.3.3 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 FFP			Lot		NTE
OPTION	Full Rate Production Year 3 Upgrade Kits IAW SOW para 4.3.4 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 CPFF			Lot		NTE
OPTION	Full Rate Production Year 3 Engineering Support Services IAW SOW para 4.3.9 FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	5%
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006					NSP
OPTION	Contract Data Requirements List (CDRLs) Full Rate Production Year 3 DD Form 1423, (Price included in CLIN 4000, 4001, and 4002) Exhibit C FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007 COST			Lot		NTE
OPTION	Other Direct Costs (ODCs) In support of CLIN 4005. May include travel and miscellaneous other direct costs. ODCs are non-fee bearing. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5000 FFP			Each		
OPTION	Full Rate Production Year 4 Configuration A Maximum 20; See Pricing Table B-1 IAW SOW para 4.3-4.3.2.2 and 4.3.5-4.3.8 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001 FFP			Each		
OPTION	Full Rate Production Year 4 Configuration B Maximum 20; See Pricing Table B-2 IAW SOW para 4.3-4.3.2.2 and 4.3.5-4.3.8 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002 FFP			Each		
OPTION	Full Rate Production Year 4 Configuration C Maximum 20; See Pricing Table B-3 IAW SOW para 4.3-4.3.2.2 and 4.3.5-4.3.8 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003 FFP			Lot		NTE
OPTION	Full Rate Production Year 4 Provisioning Item Ordering (PIO) IAW SOW para 4.3.3 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004 FFP			Lot		NTE
OPTION	Full Rate Production Year 4 Upgrade Kits IAW SOW para 4.3.4 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005 CPFF			Lot		NTE
OPTION	Full Rate Production Year 4 Engineering Support Services IAW SOW para 4.3.9 FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	5%
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006					NSP
OPTION	Contract Data Requirements List (CDRLs) Full Rate Production Year 4 DD Form 1423, (Price included in CLIN 5000, 5001, and 5002) Exhibit C FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007 COST			Lot		NTE
OPTION	Other Direct Costs (ODCs) In support of CLIN 5005. May include travel and miscellaneous other direct costs. ODCs are non-fee bearing. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6000 FFP			Each		
OPTION	Full Rate Production Year 5 Configuration A Maximum 20; See Pricing Table B-1 IAW SOW para 4.3-4.3.2.2 and 4.3.5-4.3.8 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6001 FFP			Each		
OPTION	Full Rate Production Year 5 Configuration B Maximum 20; See Pricing Table B-2 IAW SOW para 4.3-4.3.2.2 and 4.3.5-4.3.8 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6002 FFP			Each		
OPTION	Full Rate Production Year 5 Configuration C Maximum 20; See Pricing Table B-3 IAW SOW para 4.3-4.3.2.2 and 4.3.5-4.3.8 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6003 FFP			Lot		NTE
OPTION	Full Rate Production Year 5 Provisioning Item Ordering (PIO) IAW SOW para 4.3.3 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6004 FFP			Lot		NTE
OPTION	Full Rate Production Year 5 Upgrade Kits IAW SOW para 4.3.4 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6005 CPFF			Lot		NTE
OPTION	Full Rate Production Year 5 Engineering Support Services IAW SOW para 4.3.9 FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	5%
				TOTAL EST COST + FIXED FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6006					NSP
OPTION	Contract Data Requirements List (CDRLs) Full Rate Production Year DD Form 1423, (Price included in CLIN 6000, 6001, and 6002) Exhibit C FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6007 COST			Lot		NTE
OPTION	Other Direct Costs (ODCs) In support of CLIN 6005. May include travel and miscellaneous other direct costs. ODCs are non-fee bearing. FOB: Destination				
				ESTIMATED COST	

NOTES

1. CLIN 0001 is a Cost Plus Incentive Fee (CPIF) type item with a cost incentive that will be calculated in accordance with Section B clause 5252.216-9203, Payment of Incentive Fee. The minimum fee associated with the cost incentive is 0_____79 %. The maximum fee that may be earned under CLIN 0001 is 10%.

2. Option CLINs 1005, 2005, 3005, 4005, 5005, and 6005 for Engineering Services, if exercised, are Cost Plus Fixed Fee (CPFF) completion type line items with a maximum fixed fee of 5%. An Offeror may NOT propose a lower fixed fee.

3. Option CLINs 0005, 1007, 2007, 3007, 4007, 5007, and 6007, if exercised, are Travel/ODC line items with Not-to-Exceed (NTE) ceilings. The NTE amounts are all-inclusive (include all Contractor burdens) and are non-fee bearing. The NTE amounts are provided in Section L - 3.2 of this Request for Proposal (RFP).

4. Option CLINs 1003, 2003, 3003, 4003, 5003 and 6003, if exercised, are Provisioning Items Ordering (PIO) line items with Not-to-Exceed (NTE) ceilings. Provisioning items shall be furnished on a firm fixed price modification basis when ordered by the Government per Section H clause Provisioning Items Ordering. The NTE amounts are provided in Section L of this RFP.

4. Option CLINs 1004, 2004, 3004, 4004, 5004 and 6004, if exercised, are Upgrade kit line items with Not-to-Exceed (NTE) ceilings. Upgrade kit line items shall be furnished on a firm fixed price basis once Upgrade kit requirements are defined. The NTE amounts are provided in Section L of this RFP.

DATA RIGHTS

If technical data rights are priced, the Government will modify the resulting contract to include those prices as firm fixed price option CLIN(s) to Section B.

The Government seeks to acquire, at a minimum, Government Purpose Rights (GPR) as defined in DFARS 252.227-7013 and 252.227-7014 for commercial and noncommercial technical data, computer software, and computer software documentation as defined in DFARS 252.227-7013, 252.227-7014 and 252.227-7015. The following tables classify the Government's technical data rights by CDRL item. The classification applies only to the extent the CDRL item or parts thereof meet the definitions of technical data, computer software, and computer software documentation as referenced above. The column marked "Rights Classification" provides the type of rights proffered to the Government under the contract, while the "Price" column provides the corresponding FFP for the rights. If any of the technical data listed below is updated during the performance of the contract, the Contractor

shall deliver the rights to the updated technical data at no additional cost to the Government. A $0 (zero) indicates that the rights associated with that CDRL are available to the Government at no cost. An "N/A" indicates that the rights associated with that CDRL are available to the Government, as the Government has funded or partially funded the development of the CDRL deliverable under this contract.

The proposed prices set forth in the tables below apply throughout the lifecycle of the GPNTS System.

DATA RIGHTS TABLE (CLIN 0001)				
CDRL	**Guidance**	**Name**	**Rights Classification**	**Price (non-fee bearing)**
A001	DI-MISC-80508B	Open Systems Management Plan		
A002	DI-MISC-80508B	NESI Assessment and Migration Plan		
A003	DI-SDMP-81465A	GPNTS System Performance Specification		
A004	DI-IPSC-81431A	GPNTS System/Subsystem and HWCI Specification		
A005	DI-MISC-81283	System Requirements Verification Matrix		
A006	DI-MISC-80508B	Transition Plan		
A007	DI-SESS-81011D	GPNTS Drawing Number Assignment Report		
A008	DI-SESS-81000D	GPNTS Master Ordering List		
A009	DI-SESS-81000D	GPNTS Production Drawings		
A010	DI-SESS-81000D	GPNTS Family Tree		
A011	DI-SESS-81000D	GPNTS System Interconnect Drawings		
A012	DI-TMSS-80527B	GPNTS COT Documentation (including COTS Drawings and manuals)		
A013	DI-SESS-81010D	GPNTS Source Control Drawings Approval Request		
A014	DI-SESS-81012D	GPNTS Proposed Critical Manufacturing Process Descriptions		
A015	DI-IPSC-81488	GPNTS Source Code		
A016	DI-CMAN-81248A	Interface Control Documents (ICDs)		
A017	DI-MISC-81174	Frequency Allocation Data		

DATA RIGHTS TABLE (CLIN 0001)				
CDRL	**Guidance**	**Name**	**Rights Classification**	**Price (non-fee bearing)**
A018	DI-IPSC-81427A	Software Development Plan (including CM Plan)		
A019	DI-ADMN-81249A	Conference Agenda		
A020	DI-ADMN-81373	Presentation Material		
A021	DI-ADMN-81505	Report, Record of Meeting / Minutes		
A022	DI-IPSC-81433A, DI-IPSC-81434A	Software Requirements Specification ((SRS) including SIRS))		
A023	DI-IPSC-81435A	Software Design Description (SDD)		
A024	DI-IPSC-81448A	Firmware Support Manual		
A025	DI-IPSC-81442A	Software Version Description (SVD)		
A026	DI-SESS-81785	System Engineering Management Plan (SEMP)		
A027	DI-ADMN-81249A, DI-ADMN-81250A	IBR Conference Agenda/Minutes		
A028	DI-CMAN-81022C	Configuration Audit Summary Report (Functional)		
A029	DI-MGMT-80227	Contractor's Progress, Status, and Management Report		
A030	DI-MGMT-81334C	Contract Work Breakdown Structure (CWBS)		
A031	DI-MGMT-80004A	Integrated Master Plan		
A032	DI-MGMT-81650	Integrated Master Schedule (IMS)		
A033	DI-MGMT-81466A	Contract Performance Report (CPR)		
A034	DI-MGMT-81468	Contract Funds Status Report (CFSR)		
A035	DI-CMAN-80858B	Contractor's Configuration Management Plan		
A036	DI-CMAN-81253A	Configuration Status Accounting Information		

DATA RIGHTS TABLE (CLIN 0001)				
CDRL	**Guidance**	**Name**	**Rights Classification**	**Price (non-fee bearing)**
A037	DI-CMAN-81254A	Request for Nomenclature		
A038	DI-MISC-80508B	Request for Approval of Identification Plate Drawings		
A039	DI-MGMT-81808	Risk Management Plan		
A040	DI-MISC-80508B	GPNTS CPI Report		
A041	DI-NDTI-81284	Test & Evaluation Program Plan (Including Integrated Master Test Schedule)		
A042	DI-NDTI-80566A	System Integration Test Plan		
A043	DI-NDTI-80603A	System Integration Test Procedures		
A044	DI-NDTI-80809B	System Integration Test Report		
A045	DI-NDTI-80566A	Qualified Detailed Test Plan		
A046	DI-NDTI-80603A	Qualified Detailed Test Procedures		
A047	DI-NDTI-80809B	Qualified Detailed Test Report		
A048	DI-NDTI-80603A	Factory Acceptance Test Procedure		
A049	DI-NDTI-80809B	Factory Acceptance Test Report		
A050	DI-IPSC-81488	Factory Acceptance Test Software		
A051	DI-ENVR-80709	High-Impact Shock Test Procedures		
A052	DI-ENVR-80708	Shock Test Report		
A053	DI-ENVR-81647	Mechanical Vibration Test Plan and Report		
A054	MIL-STD-810	Environmental Test Plan and Report		
A055	DI-EMCS-80199C	EMI Control Procedures		
A056	DI-EMCS-80200C	EMI Test Report		
A057	DI-EMCS-80201C	EMI Test Procedures		
A058	DI-EMCS-81540A	E3 Integration and Analysis Report		

DATA RIGHTS TABLE (CLIN 0001)				
CDRL	**Guidance**	**Name**	**Rights Classification**	**Price (non-fee bearing)**
A059	DI-EMCS-81541A	E3 Verification Procedures		
A060	DI-EMCS-81542A	E3 Verification Report		
A061	DI-MSSM-81751	DoD M&S Verification and Validation (V&V) Plan		
A062	DI-MSSM-81752	DoD M&S V&V Report		
Reserved	Reserved	Reserved		
A064	DI-IPSC-81438A	Software Test Plan (STP)		
A065	DI-IPSC-81439A	Software Test Procedures		
A066	DI-IPSC-81440A	Software Test Report		
A067	DI-RELI-81497	RAM Analysis		
A068	DI-SESS-81315A	Failure Reporting Analysis and Corrective Action Report		
A069	DI-SESS-80374A	Failure Analysis Summary Report		
A070	DI-NMTY-80980	Failure Modes and Effects Analysis (FMEA)		
A071	DI-ADMN-80925	Inputs to Government PESHE		
A072	DI-SAFT-80101B	Preliminary Hazard Analysis (PHA)		
A073	DI-SAFT-80102B	Safety Assessment Report (SAR)		
A074	DI-SAFT-81626	System Safety Program Plan (SSPP)		
A075	DI-MISC-80508B	Operating and Support Hazard Analysis (O&SHA) Report		
A076	DI-MISC-80508B	Hazardous Material Usage List (HMUL) with Material Safety Data Sheets		
A077	DI-MGMT-81398A	Hazardous Materials Management Program (HMMP) Plan		
A078	DI-MISC-81397A	Hazardous Materials Management Program (HMMP) Report		

DATA RIGHTS TABLE (CLIN 0001)				
CDRL	**Guidance**	**Name**	**Rights Classification**	**Price (non-fee bearing)**
A079	DI-SAFT-80106B	Health Hazard Assessment Report (HHAR)		
A080	DI-ALSS-81530	Logistics Management Information (LMI) Summaries (Core Logistics Analysis)		
A081	DI-ILSS-81225	Maintenance Support Plan (MSP)		
A082	DI-MNTY-80991, DI-MNTY-80992	Preventative Maintenance System (PMS) Documentation Maintenance Index Page (MIP) and Maintenance Requirements Card (MRC)		
A083	DI-MISC-80508B	IUID Report		
A084	DI-ILSS-80739	Depot Maintenance Support Study		
A085	DI-FNCL-80449	Life Cycle Cost Analysis		
A086	DI-ADMN-80925	Inputs to GPNTS JTA		
A087	DI-MISC-80508B	Personnel Qualifications Standards Document		
A088	DI-MISC-80508B	IETM Book Plan, Validation/Verification Plan		
A089	MIL-DTL-87268C	Interactive Electronic Technical Manuals (Technical Manuals for System-Level Hardware/Software, COTS/GOTS, and Newly Developed Equipment)		
A090	DI-SESS-81697	IETM - Associated Data and Documentation		
A091	DI-MISC-80508B	IETM Book Plan Outline, Validation/Verification Report		
A092	DI-ALSS-81529	Provisioning Technical Documentation (PTD)		
A093	DI-SESS-81656	DMSMS Plan		
A094	DI-HFAC-81743	Contractor HSI Program Plan (HSIPP)		
A095	DI-HFAC-81742	Human Engineering Program Plan		

DATA RIGHTS TABLE (CLIN 0001)				
CDRL	**Guidance**	**Name**	**Rights Classification**	**Price (non-fee bearing)**
A096	DI-HFAC-80747B	Human Engineering Design Approach Document-Maintainer (HEDAD-M)		
A097	DI-HFAC-80744B	Human Engineering Test Report (HETR)		
A098	DI-SESS-81523B	Training ILE Documentation		
A099	DI-SESS-81525B	Training Test Package		
A100	DI-SESS-81522B	Training Course Conduct Information Package		
A101	DI-MISC-80508B	Security Plan		
A102	DI-ADMN-80925	Comments to GPNTS System Identification Plan		
A103	DI-MISC-81064	DIACAP Implementation Plan		
A104	DI-MISC-80508B	IA Controls Scorecard		
A105	DI-MISC-80508B	IA Controls POA&M		
A106	DI-SAFT-80101B	System Hazard Analysis (SHA)		

DATA RIGHTS TABLE (CLIN 1000, 1001 and 1002)				
CDRL	**Guidance**	**Name**	**Rights Classification**	**Price (non-fee bearing)**
B001	DI-CMAN-80508B	Contractor's Configuration Management Plan		
B002	DI-MGMT-80227	Contractor's Progress, Status, and Management Report		
B003	DI-ADMN-81249A	Conference Agenda		
B004	DI-ADMN-81373	Presentation Material		
B005	DI-ADMN-81505	Report, Record of Meeting / Minutes		
B006	DI-MISC-80508B	Recommended Spares List		
B007	DI-MISC-80508B	Upgrade Kits List		
B008	DI-SESS-81011D	GPNTS Drawing Number Assignment Report		

DATA RIGHTS TABLE (CLIN 1000, 1001 and 1002)				
CDRL	**Guidance**	**Name**	**Rights Classification**	**Price (non-fee bearing)**
B009	DI-SESS-81000D	GPNTS Master Ordering List		
B010	DI-SESS-81000D	GPNTS Production Drawings		
B011	DI-SESS-81000D	GPNTS Family Tree		
B012	DI-SESS-81000D	GPNTS System Interconnect Drawings		
B013	DI-TMSS-80527B	GPNTS COT Documentation (including COTS Drawings and manuals)		
B014	DI-SESS-81010D	GPNTS Source Control Drawings Approval Request		
B015	DI-SESS-81012D	GPNTS Proposed Critical Manufacturing Process Descriptions		
B016	DI-IPSC-81488	GPNTS Source Code		
B017	DI-NDTI-80566A	Production Test Plan		
B018	DI-NDTI-80603A	Production Qualification Test Procedure		
B019	DI-NDTI-80809B	Production Qualification Test Report		
B020	DI-NDTI-80603A	Hardware QA Inspection Procedure		
B021	DI-NDTI-80809B	Hardware QA Inspection Test Report		
B022	DI-NDTI-80603A	Factory Acceptance Test Procedure		
B023	DI-IPSC-81488	Factory Acceptance Test Software		
B024	DI-NDTI-80809B	Factory Acceptance Test Report		
B025	DI-MISC-80508B	Hazardous Material Usage List (HMUL) with Material Safety Data Sheets		
B026	DI-MISC-81397A	Hazardous Materials Management Program (HMMP) Report		
B027	DI-MISC-80508B	IUID Report		
B028	DI-MISC-81174	Frequency Allocation Data		
B029	DI-CMAN-81022C	Configuration Audit Summary Report (Physical)		

DATA RIGHTS TABLE (CLIN 1000, 1001 and 1002)				
CDRL	**Guidance**	**Name**	**Rights Classification**	**Price (non-fee bearing)**
B030	DI-MNTY-81604	Maintenance Demonstration Plan		
B031	DI-MNTY-81603	Maintenance Demonstration Report (including fault documentation)		

DATA RIGHTS TABLE (CLIN 2000, 2001 and 2002; 3000, 3001 and 3002; 4000, 4001 and 4002; 5000, 5001 and 5002; 6000, 6001 and 6002)				
CDRL	**Guidance**	**Name**	**Rights Classification**	**Price (non-fee bearing)**
C001	DI-CMAN-80508B	Contractor's Configuration Management Plan		
C002	DI-MGMT-80227	Contractor's Progress, Status, and Management Report		
C003	DI-ADMN-81249A	Conference Agenda		
C004	DI-ADMN-81373	Presentation Material		
C005	DI-ADMN-81505	Report, Record of Meeting / Minutes		
C006	DI-MISC-80508B	Recommended Spares List		
C007	DI-MISC-80508B	Upgrade Kits List		
C008	DI-SESS-81011D	GPNTS Drawing Number Assignment Report		
C009	DI-SESS-81000D	GPNTS Master Ordering List		
C010	DI-SESS-81000D	GPNTS Production Drawings		
C011	DI-SESS-81000D	GPNTS Family Tree		
C012	DI-SESS-81000D	GPNTS System Interconnect Drawings		
C013	DI-TMSS-80527B	GPNTS COT Documentation (including COTS Drawings and manuals)		
C014	DI-SESS-81010D	GPNTS Source Control Drawings Approval Request		
C015	DI-SESS-81012D	GPNTS Proposed Critical Manufacturing Process Descriptions		
C016	DI-IPSC-81488	GPNTS Source Code		

DATA RIGHTS TABLE (CLIN 2000, 2001 and 2002; 3000, 3001 and 3002; 4000, 4001 and 4002; 5000, 5001 and 5002; 6000, 6001 and 6002)				
CDRL	**Guidance**	**Name**	**Rights Classification**	**Price (non-fee bearing)**
C017	DI-NDTI-80566A	Production Test Plan		
C018	DI-NDTI-80603A	Hardware QA Inspection Procedure		
C019	DI-NDTI-80809B	Hardware QA Inspection Test Report		
C020	DI-NDTI-80603A	Factory Acceptance Test Procedure		
C021	DI-IPSC-81488	Factory Acceptance Test Software		
C022	DI-NDTI-80809B	Factory Acceptance Test Report		
C023	DI-MISC-80508B	Hazardous Material Usage List (HMUL) with Material Safety Data Sheets		
C024	DI-MISC-81397A	Hazardous Materials Management Program (HMMP) Report		
C025	DI-MISC-80508B	IUID Report		

(End of clause)

STEPLADDER PRICING TABLES

GPNTS Pricing Tables (applicable to CLINs 1000-1002, 2000-2002, 3000-3002, 4000-4002, 5000-5002, and 6000-6002)

The unit prices for GPNTS systems are listed in tables B1, B2, and B3. Following issuance of a contract modification to exercise the options for CLINs 1000-1002, 2000-2002, 3000-3002, 4000-4002, 5000-5002, and 6000-6002, the Government may identify additional requirements for GPNTS systems. To meet these requirements, the Government may issue unilateral modifications to procure additional GPNTS systems at the unit prices listed in tables B1-B3. The Government shall have the right to procure additional systems up to the maximum quantity contained in the table.

If the Government identifies requirements for additional systems within 45 days of the initial option exercise, or within 45 days of issuance of a modification to procure additional GPNTS systems, the Government shall receive the benefit of quantity discounts by treating these purchases as combined buys. For example, if a modification was issued for procurement of 6 GPNTS systems, and within 45 days another modification was issued for procurement of an additional 6 systems, the Government would combine the order quantities and recalculate the unit pricing based upon a purchase of 12 units.

Table B-1 **Configuration A: CLINs 1000, 2000, 3000, 4000, 5000, and 6000**						
Qty	FY-2015/16	FY-2016/17	FY-2017/18	FY-2018/19	FY-2019/20	FY-2020/21
1-3						
4-6						
7-10						
11-13						
14-16						
17-20						

Table B-2 **Configuration B: CLINs 1001, 2001, 3001, 4001, 5001, and 6001**						
Qty	FY-2015/16	FY-2016/17	FY-2017/18	FY-2018/19	FY-2019/20	FY-2020/21
1-3						
4-6						
7-10						
11-13						
14-16						
17-20						

Table B-3 **Configuration C: CLINs 1002, 2002, 3002, 4002, 5002, and 6002**						
Qty	FY-2015/16	FY-2016/17	FY-2017/18	FY-2018/19	FY-2019/20	FY-2020/21
1-3						
4-6						
7-10						
11-13						
14-16						
17-20						

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989) (Applicable to CLINs 1005, 2005, 3005, 4005, 5005 and 6005 if exercised)

FIXED FEE: ***[Contracting Officer to complete at award]***. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to TBP percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause. In the event of discontinuance of the work in accordance with clause of this contract entitled "Limitation of Funds," the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

(End of clause)

5252.216-9203 PAYMENT OF INCENTIVE FEE (JAN 1989)

TARGET COST (Exclusive of Fee): $ TBD.

MINIMUM FEE: $ _____ (0% of target cost).

TARGET FEE: $ _____ (7% of target cost).

MAXIMUM FEE: $ _____ (10% of target cost).

SHARE RATIO: 40/60 (Government/Contractor) below target cost
60/40 (Government/Contractor) above target cost

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

The Government shall make payment on account of the target fee of TBP percent (%) of the amounts payable under each invoice for the work performed, subject however, to the withholding provisions of paragraph (c) of the "Incentive Fee" clause of this contract.

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

(End of clause)

5252.232-9200 ALLOTMENT OF FUNDS (JAN 1989)

(a) This contract is incrementally funded with respect to cost, incentive fee and fixed fee.

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

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

ITEM(S)	ALLOTTED TO INCENTIVE FEE
_____	$_____

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

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

ITEM(S)	ALLOTTED TO FIXED FEE

_____ $_____

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

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

ITEM(S)	ALLOTTED TO COST	PERIOD OF PERFORMANCE
_____	$ _____	_____

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)

(a) The Contractor shall provide or use only information technology, as specified by the Government, that has been accredited to meet the appropriate information assurance requirements of--

(1) The National Security Agency National TEMPEST Standards (NACSEM No. 5100 or NACSEM No. 5100A, Compromising Emanations Laboratory Test Standard, Electromagnetics (U)); or

(2) Other standards specified by this contract, including the date through which the required accreditation is current or valid for the contract.

(b) Upon request of the Contracting Officer, the Contractor shall provide documentation supporting the accreditation.

(c) The Government may, as part of its inspection and acceptance, conduct additional tests to ensure that information technology delivered under this contract satisfies the information assurance standards specified. The Government may conduct additional tests--

(1) At the installation site or contractor's facility; and

(2) Notwithstanding the existence of valid accreditations of information technology prior to the award of this contract.

(d) Unless otherwise provided in this contract under the Warranty of Supplies or Warranty of Systems and Equipment clause, the Contractor shall correct or replace accepted information technology found to be deficient within 1 year after proper installations.

(1) The correction or replacement shall be at no cost to the Government.

(2) Should a modification to the delivered information technology be made by the Contractor, the 1-year period applies to the modification upon its proper installation.

(3) This paragraph (d) applies regardless of f.o.b. point or the point of acceptance of the deficient information technology.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

C-302 SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT (APR 2009)

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 (SOW) for the Global Positioning System (GPS-Based) Positioning, Navigation, and Timing Service (GPNTS) dtd. 12 August 2010 and Attachment 2-Technical Requirements Document (TRD) for the GPS Based Positioning, Navigation, and Timing Service v2.3 dtd 05 August 2010.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

C-304 COMPLIANCE WITH SPECIFICATIONS (MAR 1999)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

C-307 EXCLUSION OF MERCURY (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

C-308 CONTRACT FIELD SERVICES (MAR 1998)

(a) Item(s) 1005, 2005, 3005, 4005, 5005 and 6005: The Contractor shall provide competent technical personnel (technicians/engineers) to perform the services described herein: SOW paras 4.2.12 and 4.3.9.

(b) Technical/engineering services shall be provided at the specific locations and within the time frame designated by the Contacting Officer Representative, Code PMW/A 170.

(c) Travel, with due celerity necessary for the performance of such services, shall be included in computing the staff-days of service, provided that the Contractor shall not be paid for more than one staff-day of service for any one technician/engineer for any one calendar day. The Contractor shall be paid the prices per staff-day as set forth in the schedule for each staff-day of services rendered, which is agreed to be the service of one technician/engineer for one day of eight hours, Monday through Friday (excluding holidays).

(d) Overtime shall be paid for work performed in excess of forty (40) hours during a standard five (5) day workweek, plus all work performed on Saturdays, Sundays, and National Holidays, and those local holidays observed at the place of assignment. Overtime shall be performed only when authorized by the Contacting Officer Representative, Code PMW/A 170.

(e) “Domestic Duty” means service(s) rendered within the continental United States, excluding Alaska and Hawaii, and services rendered on United States Navy Ships in ports within the continental United States or at sea, provided the vessel does not enter port outside the continental United States and is not continuously at sea for a period in excess of five (5) working days. “Foreign Duty” means service(s) rendered outside the continental United States, including Alaska and Hawaii, and services on United States Navy ships entering ports outside the continental United

States, or duty aboard Navy ships while underway, for a continuous period in excess of five (5) days. Time chargeable under this rate aboard ship is from time of departure to time of return to a port within the continental United States. "Hazardous Duty" means any day on assignment in a combat zone specified in Executive Order 11216 dated 24 April 1969 as may be amended.

(f) Persons assigned to render services hereunder shall at all times be in the employ and under the direction and control of the Contractor and shall not be employees of the Government. Statements of work and/or description of tasks for the technical/engineering services will be provided to the Contractor by the Purchasing Contracting Officer, Administrative Contracting Officer, or from the Commanding Officer of the activity to which the technician/engineer is assigned, if the situation warrants on-site development of statements of work and/or task descriptions. Every action is to be in consonance with the terms of this contract.

(g) Technician/engineer technical qualifications necessary to provide services required hereunder shall be subject to review and approval of the Government. The technician/engineer shall be a citizen of the United States unless the written approval of the Secretary of the Navy has first been obtained. Upon written request the Contractor shall immediately reassign or recall from service under this contract any engineer who the Government finds unsatisfactory for reasons of security or misconduct.

(h) The Government may require less than the total amount of services set forth above be furnished. In such event or in the event that the Government does not designate times and places sufficient for the full performance of said total amount of services within the period provided therefore, those services not furnished shall be deemed to be terminated at no cost to the Government. Such termination and any appropriation adjustments occasioned thereby shall be evidenced by a written document signed by the Contracting Officer and mailed or otherwise furnished to the Contractor.

(i) Invoices submitted for these technical/engineering services shall be submitted in quadruplicate and shall contain the name of technician/engineer, date and place of performance, contract service authority identification, and brief description of services performed. The invoice shall be accompanied by the original certification by a responsible U.S. Government official at the activity where the services were performed. A copy of each such invoice shall be submitted to the Contacting Officer Representative, Code PMW/A 170.

The costs to be reimbursed shall be those costs accepted by the cognizant auditor, Defense Contract Audit Agency as chargeable in accordance with the principles for the determination of cost set forth in Subpart 31.2 of the Federal Acquisition Regulation as in effect on the date of this contract.

Invoices submitted shall be supported by a statement of cost incurred by the Contractor and claimed to be reimbursable. Such invoices and statements of cost shall be in such form and reasonable detail as the cognizant auditor, Defense Contract Audit Agency shall require. Promptly after submission of each interim invoice and statement of cost, the Government shall make provisional payment of the amount shown thereon. At any time or times prior to final payment the cognizant auditor, Defense Contract Audit Agency may make such audit of the invoices and statement of cost as it shall deem proper.

Each provisional payment shall be subject to reduction to the extent of amount included in the related invoice and statement of cost which are found not to be reimbursable under Item(s) 1005, 2005, 3005, 4005, 5005 and 6005 and shall also be subject to reduction for overpayments or to increase for underpayment on preceding invoices. As soon as practicable after submission by the Contractor of final invoice and statement of cost, the Government shall pay any balance due under Items 1005, 2005, 3005, 4005, 5005 and 6005 . All disputes under this clause shall be decided in accordance with the provisions of the clause hereof entitled “Disputes”.

(j) The Contractor shall be reimbursed for reasonable subsistence costs incurred by the employee in accordance with FAR 31.205-46 in an amount not exceeding federal Per Diem Rates per day. Subsistence shall be paid on a per diem basis and only when an engineer is on assignment away from the immediate area of the plant location.

(k) The Contractor shall be reimbursed reasonable transportation costs in accordance with FAR 31.205-46.

(1) Domestic Travel. The Contractor agrees, in the performance of necessary domestic travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. Airfare costs in excess of the lowest customary standard coach, tourist class, or equivalent fare are unallowable unless the justification required by FAR 31.205-46(d) is provided. Domestic travel includes travel between the Contractor's plant (or physical location of employee performing travel) and U.S. Port of Entry/Port of Departure when travel to and from overseas areas is required.

(2) Travel to, from, and between overseas areas. The Contractor agrees that, to the maximum extent practicable, transportation from a U.S. Port of Departure, between overseas areas, and to a U.S. Port of Entry, if required, will be provided by the Government either by military or commercial air, whichever is economically appropriate and meets mission requirements. When the cost of such transportation is to be paid directly by the Government to a commercial carrier, such payment will be by use of a Government Transportation Request (GTR), and will be paid from funds allocated in this contract to the Support Item. Travel authorization, theatre clearance or visit notification, and transportation normally will be obtained from the Contract Administration Office. Where Government provided transportation is not practicable, the Contractor shall be reimbursed for transportation in accordance with FAR 31.205-46. Airfare costs in excess of the lowest customary standard coach, tourist class or equivalent fare are unallowable, unless the justification required by FAR 31.205-46(b) is provided. Such transportation shall be on United States commercially owned aircraft to the extent that scheduling and point of origin or destination permit.

(l) Personnel subject to overseas assignment shall have a passport immediately available, together with required inoculations. Inoculation and other medical requirements for overseas travel can be obtained at Contractor's expense, from the nearest Public Health Office.

(m) If a line item for selected replacement repair parts is set forth in the schedule, the Contractor shall furnish such selected replacement repair parts, other than repair parts carried in and readily available from the Navy supply system which will be furnished as necessary, which in its judgment are required during servicing and related equipment, to replace worn defective or malfunctioning parts. This item shall also cover minor redesign, and improvements in components of items, as approved by Contacting Officer Representative, Code PMW/A 170.

(n) As soon as practicable after date of completion of services, the Contractor shall submit to the Contacting Officer Representative, Code PMW/A 170, an itemized priced list of selected replacement repair parts required to be furnished in the performance of the services hereunder. Prices shall be subject to agreement between the Contracting Officer and the Contractor, which agreement shall be set forth in a supplemental agreement to this contract to be executed by both parties hereto. The supplemental agreement shall also incorporate into the contract, by reference or otherwise, a list of the selected replacement parts furnished. If the parties are unable to agree as to the prices that are to be paid for any or all of such selected repair parts, such shall be deemed to be a dispute as to question of fact and shall be resolved in accordance with the clause of this contract entitled "Disputes".

Separate invoices shall be submitted for selected replacement repair parts subsequent to establishment of price for Item(s) 1005, 2005, 3005, 4005, 5005 and 6005 hereinafter provided.

(o) It is estimated that the total cost to the Government for the full performance of the Support Item (set forth in the schedule as support for the Item of technical/engineering services) including its sub-items, will not exceed the total estimated amount set forth in the schedule therefor. The Contractor shall notify the Contracting Officer, in writing, whenever and as soon as he has reason to believe that the amounts payable and reimbursable for the full performance of the support item, together with the amounts previously paid or reimbursed, will exceed the total estimated amount therefore. This notification shall give the Contractor's revised estimate of the total amount for the full performance of the support item and such other information as may be requested by the Contacting Officer Representative, Code PMW/A 170. The Contracting Officer may, upon receipt of such notice or whenever he considers it necessary, increase or further increase the total estimated amount for the performance of the support item. When and to the extent the estimated amount of the support item has been so increased, any amounts expended or incurred by the Contractor for performance thereof in excess of the estimated amount therefor prior to the increase, shall be paid or

reimbursed to the same extent as if expended or incurred after the increase. If amounts expended or incurred by the Contractor for performance of the support item are in excess of the estimated amount therefor (as the same may have been increased), then, pending any increase or further increase in such estimated amount that the Contracting Officer may make, such excess amount shall be paid from the funds, if any, remaining in the contract for payment under the item of engineering services. However, the Government shall not be obligated to pay and reimburse the Contractor any amount in excess of the combined total estimated amount (as increased as above provided) for the item of engineering services and the support item. The Contractor shall not be obligated to continue performance of the item of engineering services beyond the point where the combined total funds remaining in the contract for payment under these two items equals the sum of (i) amounts payable for the engineering services rendered and (ii) amounts payable or reimbursable for support.

(End of clause)

C-310 GIDEP PROGRAM (JAN 2004)

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

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

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

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

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

(End of clause)

C-313 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the GPNTS DD Form 254, Attachment 3 involves access to and handling of classified material up to and including SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer as identified in GPNTS DD Forn 254, Attachment 3.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

C-314 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY (DEC 1999)

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD Form 1149) the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the activity Property Administrator.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149) and excess inventory listing identifying Government Furnished Property and, under cost reimbursement contracts, Contractor Acquired Property, will also be submitted to the PCO, via the activity Property Administrator, at which time disposition instructions will be provided.

At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the activity Property Administrator, a copy of the physical inventory listing.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

C-317 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999)

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

C-319 LIABILITY INSURANCE--COST TYPE CONTRACTS (OCT 2001)

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

_X__ The EIT to be provided under this contract has been designated as a National Security System.

____ The EIT acquired by the contractor is incidental to this contract.

____ The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

____ The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

____ Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

____ The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

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

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)

(a) Definitions. As used in this clause'

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

Concatenated unique item identifier means--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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)

CLAUSES INCORPORATED BY FULL TEXT

D-305 PREPARATION FOR DELIVERY (MAR 1999)

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

D-307 PROHIBITED PACKING MATERIALS (DEC 1999)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

D-308 MARKING OF SHIPMENT (DEC 1999)

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

SHIP TO:
MARK FOR:
RECEIVING OFFICER Contract #: _____
Item #: _____
Receiving Officer Code: _____

See E-304 for receiving office address.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Location on Container

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

(b) Marking Containers

When unpacking instructions are provided shipping containers will be stenciled "CAUTION--THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (*contractor shall state where instructions are located*)." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(c) Marking

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

D-310 MARKING OF WARRANTED ITEMS (DEC 1999)

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

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

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

(End of clause)

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
https://www.acquisition.gov/far

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9203 INSPECTION AND ACCEPTANCE OF CONTRACT DATA REQUIREMENTS (JAN 1989)

Data items submitted under Letter of Transmittal shall be the responsibility of the initial addressee under Block 14 of DD Form 1423 as to review for adequacy and contract compliance. Where deficiencies or inadequacies are noted, the initial addressee should so advise the contractor by letter within a reasonable period of time with copies to the ACO and the cognizant Technical Office indicated in Block 6 of DD Form 1423.

The initial addressee shall advise the contractor with copy to ACO and the cognizant technical code in Block 6 of DD Form 1423 at such time as each data submission submitted by a Letter of Transmittal has been satisfactorily accomplished.

Inspection and acceptance of Data Items requiring shipment under DD Form 250 shall be made in accordance with Block 7 of DD Form 1423. Where acceptance is at destination and more than one addressee is shown in Block 14 of DD Form 1423, acceptance shall be the responsibility of the initial addressee.

Addressees other than the initial addressee, shall be considered informational.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

E-304 INSPECTION AT ORIGIN AND ACCEPTANCE AT DESTINATION (JAN 2002)

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Contractor Facility	DCMA	SPAWAR Systems Center Pacific 4297 Pacific Highway, Bldg 7 San Diego, CA 92110-5000 Attn: Leslie White, Code 71230 (619)553-5773	Receiving Officer
0002	Data – IAW CDRL		Data – IAW CDRL	
0003	Reserved		Reserved	
0004	Reserved		Reserved	
0005	Other Direct Cost (ODC) IAW Modification		ODC – IWA Mod	
1000	Same as CLIN 0001		Same as CLIN 0001	
1001	Same as CLIN 0001		Same as CLIN 0001	
1002	Same as CLIN 0001		Same as CLIN 0001	
1003	Provisioning Items Ordering (PIO) – IAW modification		PIO – IAW	
1004	Upgrade Kits – IAW modification		Upgrade Kits – IAW	
1005	Engineer Support Services – IAW		Engineer Support Services – IAW	
1006	Data – IAW CDRL		Data – IAW CDRL	
1007	Other Direct Cost (ODC) IAW Mod		ODC – IWA Mod	
2000	Same as CLIN 0001		Same as CLIN 0001	
2001	Same as CLIN 0001		Same as CLIN 0001	
2002	Same as CLIN 0001		Same as CLIN 0001	
2003	Provisioning Items Ordering (PIO) – IAW modification		PIO – IAW	
2004	Upgrade Kits – IAW modification		Upgrade Kits – IAW	
2005	Engineer Support Services – IAW		Engineer Support Services – IAW	
2006	Data – IAW CDRL		Data – IAW CDRL	
2007	Other Direct Cost (ODC) IAW Mod		ODC – IWA Mod	
3000	Same as CLIN 0001		Same as CLIN 0001	
3001	Same as CLIN 0001		Same as CLIN 0001	
3002	Same as CLIN 0001		Same as CLIN 0001	
3003	Provisioning Items Ordering (PIO) – IAW modification		PIO – IAW	
3004	Upgrade Kits – IAW modification		Upgrade Kits – IAW	
3005	Engineer Support Services – IAW		Engineer Support Services – IAW	
3006	Data – IAW CDRL		Data – IAW CDRL	
3007	Other Direct Cost (ODC) IAW Mod		ODC – IWA Mod	

4000	Same as CLIN 0001		Same as CLIN 0001	
4001	Same as CLIN 0001		Same as CLIN 0001	
4002	Same as CLIN 0001		Same as CLIN 0001	
4003	Provisioning Items Ordering (PIO) – IAW modification		PIO – IAW	
4004	Upgrade Kits – IAW modification		Upgrade Kits – IAW	
4005	Engineer Support Services – IAW		Engineer Support Services – IAW	
4006	Data – IAW CDRL		Data – IAW CDRL	
4007	Other Direct Cost (ODC) IAW Mod		ODC – IWA Mod	
5000	Same as CLIN 0001		Same as CLIN 0001	
5001	Same as CLIN 0001		Same as CLIN 0001	
5002	Same as CLIN 0001		Same as CLIN 0001	
5003	Provisioning Items Ordering (PIO) – IAW modification		PIO – IAW	
5004	Upgrade Kits – IAW modification		Upgrade Kits – IAW	
5005	Engineer Support Services – IAW		Engineer Support Services – IAW	
5006	Data – IAW CDRL		Data – IAW CDRL	
5007	Other Direct Cost (ODC) IAW Mod		ODC – IWA Mod	
6000	Same as CLIN 0001		Same as CLIN 0001	
6001	Same as CLIN 0001		Same as CLIN 0001	
6002	Same as CLIN 0001		Same as CLIN 0001	
6003	Provisioning Items Ordering (PIO) – IAW modification		PIO – IAW	
6004	Upgrade Kits – IAW modification		Upgrade Kits – IAW	
6005	Engineer Support Services – IAW		Engineer Support Services – IAW	
6006	Data – IAW CDRL		Data – IAW CDRL	
6007	Other Direct Cost (ODC) IAW Mod		ODC – IWA Mod	

(End of clause)

Section F - Deliveries or Performance

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)

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

F-302 TIME AND PLACE OF DELIVERY--F.O.B. DESTINATION (DEC 1999)

Destination and delivery schedule are set forth below:

DELIVERY INFORMATION

CLIN	Description	Delivery Date	Quantity	Ship to Address	UIC
0001	GPNTS EDMs	36 months after contract award (ACA)	Item quantities identified in SOW Paragraph 4.1.1	SPAWAR Systems Center Pacific 4297 Pacific Highway, Bldg 7 San Diego, CA 92110-5000 Attn: Leslie White, Code 71230 (619)553-5773	N00039
0002	Data for CLIN 0001	In Accordance With (IAW) CDRL		IAW CDRL	
0003	Reserved				
0004	Reserved				
0005	ODCs	IAW Mod		IAW Mod	
1000	LRIP Production	No Later Than	Max 12	**Same as Item 0001**	N00039

	Configuration A	(NLT) 12 Months After Option Award (AOA)*			
1001	LRIP Production Configuration B	NLT 12 Months AOA*	Max 12	**Same as Item 0001**	N00039
1002	LRIP Production Configuration C	NLT 12 Months AOA*	Max 12	**Same as Item 0001**	N00039
1003	Provisioning Item Ordering	IAW PIO		IAW PIO	
1004	Upgrade Kits	IAW Upgrade Kits		IAW Upgrade Kits	
1005	Engineering Services	IAW		IAW	
1006	Data	IAW CDRL		IAW CDRL	
1007	ODCs	IAW Mod	-	IAW Mod	
2000	Full Rate Production Year 1 Configuration A	NLT 12 Months AOA**	Max 20	**Same as Item 0001**	N00039
2001	Full Rate Production Year 1 Configuration B	NLT 12 Months AOA**	Max 20	**Same as Item 0001**	N00039
2002	Full Rate Production Year 1 Configuration C	NLT 12 Months AOA**	Max 20	**Same as Item 0001**	N00039
2003	Provisioning Item Ordering	IAW PIO		IAW PIO	
2004	Upgrade Kits	IAW Upgrade Kits		IAW Upgrade Kits	
2005	Engineering Services	IAW		IAW	
2006	Data	IAW CDRL		IAW CDRL	
2007	ODCs	IAW Mod	-	IAW Mod	
3000	Full Rate Production Year 2 Configuration A	NLT 12 Months AOA**	Max 20	**Same as Item 0001**	N00039
3001	Full Rate Production Year 2 Configuration B	NLT 12 Months AOA**	Max 20	**Same as Item 0001**	N00039
3002	Full Rate Production Year 2 Configuration C	NLT 12 Months AOA**	Max 20	**Same as Item 0001**	N00039
3003	Provisioning Item Ordering	IAW PIO		IAW PIO	
3004	Upgrade Kits	IAW Upgrade Kits		IAW Upgrade Kits	
3005	Engineering Services	IAW		IAW	
3006	Data	IAW CDRL		IAW CDRL	
3007	ODCs	IAW Mod	-	IAW Mod	
4000	Full Rate Production Year 3 Configuration A	NLT 12 Months	Max 20	**Same as Item 0001**	N00039

		AOA**			
4001	Full Rate Production Year 3 Configuration B	NLT 12 Months AOA**	Max 20	**Same as Item 0001**	N00039
4002	Full Rate Production Year 3 Configuration C	NLT 12 Months AOA**	Max 20	**Same as Item 0001**	N00039
4003	Provisioning Item Ordering	IAW PIO		IAW PIO	
4004	Upgrade Kits	IAW Upgrade Kits		IAW Upgrade Kits	
4005	Engineering Services	IAW		IAW	
4006	Data	IAW CDRL		IAW CDRL	
4007	ODCs	IAW Mod	-	IAW Mod	
5000	Full Rate Production Year 4 Configuration A	NLT 12 Months AOA**	Max 20	**Same as Item 0001**	N00039
5001	Full Rate Production Year 4 Configuration B	NLT 12 Months AOA**	Max 20	**Same as Item 0001**	N00039
5002	Full Rate Production Year 4 Configuration C	NLT 12 Months AOA**	Max 20	**Same as Item 0001**	N00039
5003	Provisioning Item Ordering	IAW PIO		IAW PIO	
5004	Upgrade Kits	IAW Upgrade Kits		IAW Upgrade Kits	
5005	Engineering Services	IAW		IAW	
5006	Data	IAW CDRL		IAW CDRL	
5007	ODCs	IAW Mod	-	IAW Mod	
6000	Full Rate Production Year 5 Configuration A	NLT 12 Months AOA**	Max 20	**Same as Item 0001**	N00039
6001	Full Rate Production Year 5 Configuration B	NLT 12 Months AOA**	Max 20	**Same as Item 0001**	N00039
6002	Full Rate Production Year 5 Configuration C	NLT 12 Months AOA**	Max 20	**Same as Item 0001**	N00039
6003	Provisioning Item Ordering	IAW PIO		IAW PIO	
6004	Upgrade Kits	IAW Upgrade Kits		IAW Upgrade Kits	
6005	Engineering Services	IAW		IAW	
6006	Data	IAW CDRL		IAW CDRL	
6007	ODCs	IAW Mod	-	IAW Mod	

*Deliveries will be made one (1) per month commencing three (3) months AOA.

**Deliveries will be made two (2) per month commencing three (3) months AOA.

(End of clause)

PERIOD OF PERFORMANCE

ITEMS	PERIOD OF PERFORMANCE
0001 thru 0005	From date of contract award through 48 months thereafter

OPTION ITEMS

1000 thru 1007	From date of option exercise through 15 July 2016
2000 thru 2007	From date of option exercise through 15 July 2017
3000 thru 3007	From date of option exercise through 15 July 2018
4000 thru 4007	From date of option exercise through 15 July 2019
5000 thru 5007	From date of option exercise through 15 July 2020
6000 thru 6007	From date of option exercise through 15 July 2021

Deleted: May

Deleted: May

Deleted: May

Deleted: May

Deleted: May

Deleted: May

CLAUSES INCORPORATED BY FULL TEXT

F-501 DELIVERY OF REPORTS (OCT 1998)

(i) All data shall be delivered in accordance with the delivery schedule shown on the Contract Data Requirements List, attachments, or as incorporated by reference.

(ii) All reports and correspondence submitted under this contract shall include the contract number and project number and be forwarded prepaid. A copy of the letters of transmittal shall be delivered to the Procuring Contracting Officer (PCO) and the Administrative Contracting Officer (ACO). The addresses are set forth on the contract award cover page. All other address(es) and code(s) for consignee(s) are as set forth in the contract or incorporated by reference.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

G-301 INVOICING INSTRUCTIONS FOR SUPPLIES, OR SUPPLIES WITH SERVICES INCIDENTAL, USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for supplies delivered under this N00039-10-R-0032 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 *	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC	"To be specified at the time of award"
Inspector DODAAC (if applicable)	N00039
Inspector Contact Information	Insert Inspector name, phone number, and email address
Acceptor, Ship To DODAAC (for Combo) or, Service Approver DODAAC (Cost Voucher)	N00039
Acceptor Contact Information	Insert Acceptor name, phone number, and email address
COR Contact Information	If other than above, Insert the COR name, email address and phone number.
LPO Contact Information	Insert Local Processing Official name, phone number, and email address

DCAA Auditor DoDAAC **	Insert the UIC of the DCAA Auditor
Service Approver DoDAAC **	Insert the UIC of the on-site Approver who signs off on the final cost voucher
PAY DODAAC	"To be specified at the time of award"

* Select "Invoice and Receiving Report (Combo)" if billing for goods, or goods and incidental services together; or "Cost Voucher" for all cost-type, T&M, or Labor Hour
** Only applies to cost vouchers.

(End of clause)

G-306 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)

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

CONTRACTING OFFICER REPRESENTATIVE

Name: TBD
Code: TBD
Address: TBD
Phone Number: TBD
E-mail: TBD

(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)

CLAUSES INCORPORATED BY FULL TEXT

G-311 PROGRESS PAYMENTS INVOICING INSTRUCTION (SEP 1992)

All contractor requests for progress payments shall be submitted on Standard Form 1443 "Contractor's Request for Progress Payment," in lieu of an invoice, in accordance with instructions contained on the reverse side of the Standard Form 1443 to the cognizant administration office for certification of progress payments. Final invoices are to be submitted in accordance with vouchering and paying instructions contained in Section G.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Incentive Fee/Cost Plus Fixed Fee/Firm Fixed Price contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

G-318 PATENT MATTERS POINT OF CONTACT (OCT 2008)

The Point of Contact regarding Patent Matters for this contract is:

For HQ :

OFFICE OF PATENT COUNSEL / CODE 360012
SPAWARSYSCEN
53560 HULL STREET
SAN DIEGO, CA 92152-5001

(619) 553-3001

Do not submit interim and final invention reports to this address. See the clause at H-356 for the proper address.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

G-321 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)

(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 60 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 60 days of the replacement.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.219-9201 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2003)

Pursuant to Public Law 95-507, the Contractor’s Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns is hereby approved and attached hereto as [*TBD at Contract Award*] and is made a part of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections

379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9202 TECHNICAL DIRECTION (COST TYPE CONTRACTS) (APR 1992)

(a) Technical Direction may be provided to the Contractor from time to time by the Contracting Officer or Contracting Officer's Representative, if authorized, during the term (term is defined as the period of performance for the basic contract and any options that may be exercised) of this contract. Technical Direction will provide specific information relating to the tasks contained in the Statement of Work and will be provided to the contractor in writing. Any Technical Direction issued hereunder will be subject to the terms and conditions of the contract. The contract shall take precedence if there is any conflict with any Technical Direction issued hereunder, and cannot be modified by any Technical Direction.

(b) As stated, Technical Direction shall be issued in writing and shall include, but not be limited to, the following information:

(1) date of issuance of Technical Direction;
(2) applicable contract number;
(3) technical direction identification number;
(4) description of Technical Direction;
(5) estimated cost;
(6) estimated level of effort by labor category; and
(7) signature of the PCO/COR.

(c) If the contractor does not agree with the estimated cost specified on the technical direction, or considers the technical direction to be outside the scope of the contract, he shall notify the PCO or COR immediately and, in the case of the estimated cost, arrive at a general agreement to the cost of the task. In the case of the direction requiring work that is out of the scope of the contract, the contractor shall not proceed with the effort unless and until the PCO executes a contract modification to include the change in scope.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

NAME: Frederick Renz
ADDRESS: SPAWAR
4301 Pacific Highway
San Diego, CA 92110
TELEPHONE : (619) 524-3558

(End of clause)

5252.245-9201 GOVERNMENT FURNISHED PROPERTY (MAR 2002)

The Government will provide only that property set forth below, notwithstanding any provisions of the specification(s) to the contrary:

DESCRIPTION	QUANTITY	DATE
GAS-1 Antennas	2	30 days ACA
GPA FOAL Antennda Systems	2	30 days ACA

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.245-9402 RENT FREE USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (JAN 1992)

(a) The Contractor is authorized to use in the performance of this contract, on a no-charge-for-use-basis, the Government production and research property (as defined in FAR 45.301) in the offeror's possession under Contract Number [*Contracting officer at time of award identify contract number under which accountability of GFP is maintained*] in accordance with the terms of said contract, upon authorization of the Contracting Officer having cognizance of such property. The Contractor warrants that the contract price of this contract excludes any rental charges for use of such Government-owned property.

(b) If said property is not so made available to the Contractor in a condition suitable for the intended use in the performance of this contract, the parties shall negotiate to adjust the term of this contract to the extent agreed to be equitable. Such agreement will be evidenced by a Supplemental Agreement to this contract. Any disagreement between the Contractor and the Contracting Officer, with respect to such equitable adjustment, shall constitute a dispute under the clause of the contract entitled "Disputes".

(End of clause)

H-17 SOFTWARE REUSE AND DATA RIGHTS MARKINGS

(a) In the event that the contractor uses, modifies, or reproduces any part of the software, including source code documentation ("data"), made available by the government on the GPNTS RFP GFI Project area on Net-Centric Enterprise Solutions for Interoperability (NESI) site:
   (1) The contractor shall use, modify, or reproduce the data only for purposes directly related to this contract;
   (2) The contractor shall adopt or establish operating procedures and physical security measures designed to protect the data from inadvertent release or disclosure to unauthorized third parties;
   (3) The contractor agrees to accept the data "as is" without any government representation as to suitability for intended use or warranty whatsoever;
   (4) The contractor agrees to indemnify and hold harmless the government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data received from the government with restrictive legends by the contractor or any person to whom the contractor has released or disclosed the data.

(b) Notwithstanding the definitions in DFARS 252.227-7013 and DFARS 252.227-7014, deliverables containing technical data rights delivered by the contractor to the government under this contract with Unlimited Rights or Government Purpose Rights, including (but not limited to) software product specification CDRLs, shall be marked in accordance with the following markings:

   (1) For deliverables with unlimited rights (as defined by : 252.227-7013 (a)(15) and 252.227-7014 (a)(15)):

   "SECURITY CLASSIFICATION: UNCLASSIFIED
   Copyright (C) *<Date>, <company name>*

   Notwithstanding any copyright notice, U.S. Government rights in this work are defined by DFARS 252.227-7013 or DFARS 252.227-7014 as detailed below. Use of this work other than as specifically authorized by the U.S. Government may violate any copyrights that exist in this work.

   UNLIMITED RIGHTS
   DFARS Clause references: 252.227-7013 (a)(15) and 252.227-7014 (a)(15)
   Unlimited Rights. The Government has the right to use, modify, reproduce, perform, display, release or disclose this (technical data or computer software) in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

Distribution Statement D. Distribution authorized to the Department of Defense and U.S. DoD Contractors only in support of US DoD efforts. Other requests shall be referred to PMW 120."

(2) For deliverables with government purpose rights (as defined by 252.227-7013 (f)(2) and 252.227-7014 (f)(2)):

"SECURITY CLASSIFICATION: UNCLASSIFIED
Copyright (C) *<Date>*, *<company name>*.

Notwithstanding any copyright notice, U.S. Government rights in this work are defined by 252.227-7013 and 252.227-7014 as *detailed below. Use of this work other than as specifically authorized by the U.S. Government may violate any copyrights that exist in this work.*

GOVERNMENT PURPOSE RIGHTS
DFARS Clause references: 252.227-7013 (f)(2) and 252.227-7014 (f)(2)
Government Purpose Rights. The Government's rights to use, modify, reproduce, release, perform, display, or disclose (these technical data or this software) are restricted by paragraph (b)(2) of the Rights in Technical Data-Noncommercial Items clause or Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the below identified contract. No restrictions apply after the expiration date shown below. Any reproduction of (technical data or the software) or portions thereof marked with this legend must also reproduce the markings.

Contract No.
Contractor Name
Contractor Address
Expiration Date

Distribution Statement D. Distribution authorized to the Department of Defense and U.S. DoD Contractors only in support of US DoD efforts. Other requests shall be referred to PMW 120."

(3) For deliverables subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) as amended, or the Export Administration Act (Title 50, U.S.C., App 2401 et seq.) as amended, the markings shall also include the following statement:

"Warning: - This document contains data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) as amended, or the Export Administration Act (Title 50, U.S.C., App 2401 et seq.) as amended. Violations of these export laws are subject to severe criminal and civil penalties. Disseminate in accordance with provisions of DoD Directive 5230.25."

(end of clause)

ORDERING PROVISIONING ITEMS
Applicable to Option Items 1003, 2003, 3003, 4003, 5003, and 6003, if and to the extent options are exercised.

(a) Contracting Modification - Provisioning Items and Other Supplies or Services to be Furnished When Ordered by the Government. The Contractor shall furnish supplies or services in accordance with the procedures specified herein when a contract modification is issued by either the Purchasing Contracting Officer (PCO) or the Administrative Contracting Officer (ACO). The Government shall not be liable for any expenses incurred by the Contractor under Item set forth herein until a contract modification is issued by the Government.

(b) Ordering. For the purpose of this contract, the PCO or ACO is the ordering activity. The PCO or ACO will issue contract modifications for supplies or services to be furnished by the Contractor in accordance with requirements specified by the cognizant provisioning or requiring activity designated in the modification. Each contract

modification issued in accordance with paragraph (c) or (d) below shall be prepared on Standard Form 30 (Amendment of Solicitation/Modification of Contract) and shall

(i) be numbered as a modification to this contract in accordance with DFAR 204.7004;
(ii) identify the Item number set forth in SECTION B of the Schedule under which the supplies or services are being procured;
(iii) set forth the supplies or services and the quantities being procured;
(iv) set forth packaging (preservation and packing) and marking requirements for supplies being procured;
(v) set forth consignment instructions for supplies being procured to the extent they are known at the time the contract modification is issued (See FAR 47.305-10 and DOD FAR Supplement 247.305-10);
(vi) set forth the negotiated delivery or performance dates (or the Government's desired delivery or performance dates in the case of a NTE modification where the delivery schedule has not been negotiated);
(vii) identify those items, if any, subject to the "Limitation of Liability - High-Value Items" clause, if included in this contract;
(viii) obligate funds to cover any supplemental agreement issued under paragraph (c) below or NTE modifications issued under paragraph (d) below;
(ix) set forth the applicable accounting and appropriation data;
(x) be given the same distribution as this contract, except that distribution of voluminous contract exhibits shall be limited to:
(1) the Contractor,
(2) the Contract Administration Office,
(3) the cognizant provisioning or requiring activity,
(4) the Paying Office, and
(5) the Accounting Office.
(xi) set forth applicable procedures for interim release by the contractor of long lead items, if any, and include ordering and funding instructions. As a minimum, the instructions shall require the contractor to advise the PCO, ACO, or provisioning activity at least thirty (30) days before release of the items, including the estimated costs and effective date of the release.
(xii) require the Contractor to flowdown appropriate provisioning technical requirements to the subcontractor when the subcontractor prepares technical documentation.

(c) Supplemental Agreements Covering Priced Provisioning Items or Other Supplies or Services. Except as otherwise provided in paragraph (e) below, the PCO or ACO will issue a supplemental agreement to this contract when supplies or services are to be furnished by the Contractor. The Contractor shall submit to the PCO or ACO, prior to the issuance of each modification, a price quotation for the supplies or services ordered by the Government which shall include: (1) an estimate of the costs with sufficient data to support the accuracy and reliability of such estimate, and (2) supporting cost and pricing data. Such supplemental agreement shall be fully priced and otherwise fully definitive at the time of issuance and shall be signed by the Contractor and the PCO or ACO.

(d) Provisioning Items Orders and Other NTE Modifications. In those cases where it is not possible to fully price the supplies or services required by the Government in accordance with paragraph (c) above, the PCO or ACO will issue a unilateral contract modification in the form of a NTE modification. Each NTE modification shall provide for total performance of the modification for the specified NTE and shall bear reasonable relationship to the work to be performed. A milestone schedule which culminates in a mutually agreed date upon which complete definitization will occur shall be included in each NTE modification. The milestone schedule established in the NTE modification shall be within the period set forth in paragraph (f) below. Each NTE modification shall set forth the NTE for the supplies or services being procured and shall be signed by the PCO or ACO. The NTE specified in any NTE modification shall not be used as a billing price for delivered items. Modifications for provisioned items shall be issued in accordance with DFARS 217.7601/PGI 217.7601. DFARS 252.217-7027 CONTRACT DEFINITIZATION shall be included in any undefinitized order.

(e) Limitation of Government Liability and Contractor Obligations Under NTE Modifications. The not-to-exceed price specified in each NTE modification shall be the limitation on the Government's liability for the supplies or the services ordered until the NTE modification has been superseded by a supplemental agreement to this contract,

unless such not-to-exceed price has been increased in writing by the PCO or ACO. If the Contractor has a reasonable expectation that the supplies or services ordered will exceed the not-to-exceed price specified in the NTE modification, the Contractor shall not be obligated to proceed with performance but shall promptly notify the PCO or ACO in writing, with a copy to the cognizant provisioning or requiring activity, and shall propose an increase in the estimated price. Within fifteen (15) days after receipt of such notification, the PCO or ACO will either increase the not-to-exceed price of the NTE modification or notify the Contractor in writing how and to what extent the work shall be continued. If the Contractor has a reasonable expectation that the total price to the Government for the supplies or services called for in any NTE modification will be substantially less than the not-to-exceed price specified therein, the Contractor shall promptly notify the PCO or ACO in writing, with a copy to the cognizant provisioning or requiring activity. The PCO or ACO may, based upon such notification decrease the not-to-exceed price of the NTE modification.

(f) Cost Quotations and Establishment of Definitized Estimated Firm Fixed Price Under NTE Modifications. The Contractor shall submit to the PCO or ACO, not later than sixty (60) days after issuance of each NTE modification, a price quotation for the supplies or services ordered by the Government which shall include: (1) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the NTE modification, together with sufficient data to support the accuracy and reliability of such estimate, and (2) supporting cost and pricing data. Upon submission of the Contractor's price quotation, the Contractor and the PCO or ACO shall promptly negotiate and establish a firm price for the supplies or services in the NTE modification. The firm price established in a supplemental agreement to the contract shall supersede the applicable NTE modification. Multiple NTE modifications or portions of unpriced modifications may be incorporated in a supplemental agreement which supersedes a NTE modification, provided that the identification shown in the applicable NTE modification is set forth in such supplemental agreement. Any supplemental agreement superseding a NTE modification shall be executed within one hundred twenty (120) days after the issuance of the NTE modification, but in no event after forty percent (40%) of the work has been completed. If agreement on a definitive bilateral modification to any NTE modification is not reached within the period specified above, the PCO or ACO may unilaterally determine a reasonable price for the NTE modification in accordance with FAR 15-4, FAR Part 31, and DOD FAR Supplemental 215-4, subject to appeal by the Contractor as provided in the "Disputes" clause of this contract.

(g) Segregation of Costs of NTE Modifications. The Contractor shall segregate by modification all incurred costs (less allocable credits) for work allocable to each NTE modification issued pursuant to paragraph (d) above. The requirement for the Contractor to segregate the costs of each NTE modification shall continue until a firm price is established by a supplemental agreement to this contract.

(h) Progress Payments – Withholding or Suspension – NTE Modifications. Submission by the Contractor of a qualifying proposal for each NTE modification issued hereunder is a material requirement of this contract in order to ensure that complete definitization shall occur within the period specified in paragraph (f) above. Therefore, if the Contractor fails to submit a qualifying proposal for any NTE modification, progress payments for the supplies or services ordered may be reduced or suspended in accordance with paragraph (c) (1) of the Progress Payments clause of this contract, unless such failure is due to causes beyond the Contractor’s control and through no fault or negligence of the Contractor. The PCO or ACO will notify the Contractor in writing as to any reduction or suspension of progress payments pursuant to FAR 32.503-6.

(i) Progress Payments – Expenditure Limitation for NTE Modifications. Pending the establishment of firm prices, for the purpose of progress payments only, the contractor price shall be established at fifty percent (50%) of the not-to-exceed price of each NTE modification for which the Contractor has not submitted to the PCO or ACO a qualifying proposal for definitization and at seventy-five percent (75%) of the not-to-exceed price of each NTE modification for which a qualifying proposal has been submitted to the PCO or ACO before the funds expended by the Government equal fifty percent (50%) of the not-to-exceed price. The Contractor shall submit a separate Standard Form 1443, Contractor Request for Progress Payment, for each priced NTE modification, and each progress payment request shall state the maximum expenditure limitation in accordance with this paragraph.

(j) Contractor Exhibits Provisioned or Other Supplies or Services. The Contractor shall prepare a contract exhibit in accordance with DFARS 204.7105 and 204.7106 for supplies or service ordered under this contract. Each such contract exhibit shall utilize the appropriate exhibit identifier assigned in SECTION B of the Schedule and shall apply only to the contract line item specified in SECTION B (or shall apply to one subline item number only if subline items are established within the designated contract line item when supplies or services are ordered). If all available exhibit line items numbers are utilized within each exhibit (identifier) assigned in SECTION B for a particular contract line item, the Contractor shall promptly so notify the PCO (Contracting Officer, Space and Naval Warfare Systems Command) in writing, via the ACO if the ACO issued the modification.

(k) Modification to Supplemental Agreements. Additions to supplemental agreements or NTE modifications shall be effected in accordance with the procedures for issuing contract modifications specified herein. Any claim for charges resulting from a decrease in the supplies or services ordered by the Government shall be processed in accordance with the termination procedures of this contract. Items of supplies or service set forth in modifications to supplemental agreements or NTE modifications (or contract exhibits) issued hereunder shall be numbered in accordance with the applicable procedures in DFARS 204.71/PGI 204.71, except that new contract line numbers shall not be assigned in contract modifications issued by the PCO or ACO.

(l) Provisioning Document, Specification, or Description of Work. In the event of any inconsistency between any provisioning document or specification and SECTION B of the Schedule, the Schedule shall control.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Department of Defense is--

(1) committed to minimizing the use of military and federal specifications and standards; and

(2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The Contractor--

(1) is encouraged to identify and propose alternatives to specifications and standards cited in this contract;

(2) may submit to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:

(i) a copy of the proposed alternatives;

(ii) a comparison of the proposed alternatives to the specifications or standards cited in the contract; and

(iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) If the Contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the Contractor may request that all of its contracts be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or function of any deliverable item, and must demonstrate a benefit to the government. The Contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurement. If the Contracting Officer does not accept the proposed alternative, the Contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

H-341 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

H-349 Reimbursements Under Cost Reimbursement or Time-and-Material or Labor Hour Contracts (MAR 2000)

(a) Office Equipment

The costs for acquisition, usage or rental of General Purpose Office Equipment including, but not limited to, typewriters, word processing machines, computers, computer time, printers, reprographic and xerographic copying machines, telecopiers, telephone equipment, and postage machines are considered overhead expenses and shall not be directly reimbursable under this contract. Such costs shall be included in the hourly rates payable under paragraph (a)(1) of the FAR 52.232-7 “Payments under Time-and-Material and Labor-Hour Contracts” clause, if this is a time-and-material or labor-hour contract. These overhead expenses will be reimbursed to the contractor as indirect costs under the FAR 52.216-7 “Allowable Cost and Payment” clause, if this is a cost-reimbursement contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

H-350 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel

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

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

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

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

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

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

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

(c) Per Diem

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

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

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

(d) Transportation

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

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

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

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

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

(6) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

H-355 CONTRACTOR IDENTIFICATION (MAY 2004)

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

H-356 SUBMISSION OF INTERIM AND FINAL INVENTION REPORTS AND NOTIFICATION OF ALL SUBCONTRACTS FOR EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (OCT 2008)

(a) This contract contains either FAR 52.227-11 “Patent Rights--Ownership by the Contractor” clause and DFARS 252227-7039 “Patents--Reporting of Subject Inventions” or DFARS 252.227-7038 “Patent Rights--Ownership by the Contractor (Large Business)” clause, or FAR 52.227-13 “Patent Rights--Acquisition by the Government” clause.

(b) Under these clauses, the Contractor is required to submit interim and final invention reports and notification to the Government of all subcontracts for experimental, developmental, or research work. The interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work may be submitted on DD Form 882 “Report of Inventions and Subcontracts.”

(c) The Contractor shall submit interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work, including negative reports, to:

For contracts with SPAWARSYSCOM, use:

SPAWAR HQ
Policy Branch, Code 2.3.2
Contract Closeout
4301 Pacific Highway
San Diego, CA 92110-3127

(d) The SAN DIEGO Office of Patent Counsel, Code 360012, will represent the Contracting Officer with regard to invention reporting matters arising under the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

H-358 APPLICATION OF DFARS 252.227-7013 AND 252.227-7015 TECHNICAL DATA CLAUSES (MAR 2008)

The DFARS 252.227-7015, Technical Data--Commercial Items, clause applies to technical data that pertains to a “commercial item” as defined in the DFARS 252.227-7015 clause. The DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, clause applies to all other technical data.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

H-359 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010)

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

H-405 EXERCISE OF OPTION

The Government may unilaterally require the Contractor to perform any part or all of the work required for the item(s) listed at any time during the option exercise periods set forth below. All work performed as a result of exercising the options listed below shall conform to contract requirements. Options shall be exercised, if at all, by written telegraphic or electronic notice, signed by the contracting officer, and sent within the option period specified below:

ITEMS	OPTION EXERCISE DATE
1000-1007	14 July 2015 – 15 July 2016
2000-2007	14 July 2016 – 15 July 2017
3000-3007	14 July 2017 – 15 July 2018
4000-4007	14 July 2018 – 15 July 2019
5000-5007	14 July 2019 – 15 July 2020
6000-6007	14 July 2020 – 15 July 2021

(End of clause)

Deleted: 2
Deleted: May
Deleted: May
Deleted: 2
Deleted: May
Deleted: May
Deleted: 2
Deleted: May
Deleted: May
Deleted: 2
Deleted: May
Deleted: May
Deleted: 2
Deleted: May
Deleted: May
Deleted: 2
Deleted: May
Deleted: May

Section I - Contract Clauses

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
https://www.acquisition.gov/far

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997

52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns (Deviation)	NOV 2009
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Deviation)	NOV 2009
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	AUG 2009
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	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
52.232-16	Progress Payments	AUG 2010
52.232-17	Interest	OCT 2008
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997

52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	AUG 2010
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
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7000	Acquisition Streamlining	DEC 1991
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	MAY 2010
252.222-7999 (Dev)	Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (Deviation)	FEB 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	DEC 2006
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7009	Restriction on Acquisition of Certain Articles Containing Speciaity Metals	JUL 2009
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008

252.225-7013	Duty-Free Entry	DEC 2009
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
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
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	DEC 2007
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
252.235-7003	Frequency Authorization	DEC 1991
252.242-7004	Material Management And Accounting System	JUL 2009
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)	AUG 2009
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991
252.246-7001 Alt II	Warranty Of Data (Dec 1991) - Alternate II	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JAN 2007

CLAUSES INCORPORATED BY FULL TEXT

52.216-10 INCENTIVE FEE (MAR 1997)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the

target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (1) The fee payable under this contract shall be in accordance with Section B clause 5252.216-9203 Payment of Incentive Fee. In no event shall the fee be greater than **TBD** percent or less than **TBD** percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at http://www.treas.gov/offices/enforcement/ofac/.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)

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; 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 contact 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 clause at FAR 52.230-3, 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 clause at FAR 52.230-3)--

(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 clause at FAR 52.230-3; 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, 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, 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)

CLAUSES INCORPORATED BY FULL TEXT

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases “contract price” and “cost” wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2009)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds $5,000,000 and has a performance period of ore than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(vii) Reserved..

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)

Definitions. Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

Defect means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean ``data."

(b) Contractor's obligations. (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within one (1) year after delivery.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect, or (ii) promptly
notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 90 days after discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 30 days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30 days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the

Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government. (1) The rights and remedies of the Government provided in this clause--

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at SPAWAR.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to--

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise--

(i) Obtain detailed recommendations for corrective action and either--

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(End of clause)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the SPAWAR and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the SPAWAR and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. TBD. This may be confirmed by contacting TBD."

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)

(a) Definition. Export-controlled items, as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes:

(1) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR part 120.

(2) Items, defined in the EAR as ``commodities, software, and technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for Contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to--

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008)

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

2D data matrix symbol means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology--International Symbology Specification--Data Matrix.

Acquisition cost, for Government-furnished equipment, means the amount identified in the contract, or in the absence of such identification, the item's fair market value.

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; e.g., the enterprise identifier along with the contractor's property internal identification, i.e., tag number is recognized as the serial number; 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.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished equipment means an item of special tooling, special test equipment, or equipment, in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor (including subcontractors and alternate locations) for the performance of a contract.

Item means equipment, special tooling, or special test equipment, to include such equipment, special tooling, or special test equipment that is designated as serially managed, mission essential, sensitive, or controlled inventory (if previously identified as such in accordance with the terms and conditions of the contract).

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

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

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

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

Sensitive item means an item potentially dangerous to public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

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

Special test equipment means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment including foundations and similar improvements necessary for installing special test equipment, and standard or general purpose items or components that are interconnected and interdependent so as to become a new functional entity for special testing purposes. Special test equipment does not include material, special tooling, real property, or equipment items used for general testing purposes, or property that with relatively minor expense can be made suitable for general purpose use.

Special tooling means jigs, dies, fixtures, molds, patterns, taps, gauges, and all components of these items, including foundations and similar improvements necessary for installing special tooling, and which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. Special tooling does not include material, special test equipment, real property, equipment, machine tools, or similar capital items.

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

Virtual UII means the UII data elements assigned to an item that is not marked with a DoD compliant 2D data matrix symbol, e.g., enterprise identifier, part number, and serial number; or the enterprise identifier along with the Contractor's property internal identification, i.e., tag number.

(b) Requirement for item unique identification of Government-furnished equipment. Except as provided in paragraph (c) of this clause--

(1) Contractor accountability and management of Government-furnished equipment shall be performed at the item level; and

(2) Unless provided by the Government, the Contractor shall establish a virtual UII or a DoD recognized unique identification for items that are--

(i) Valued at $5,000 or more in unit acquisition cost; or

(ii) Valued at less than $5,000 in unit acquisition cost and are serially managed, mission essential, sensitive, or controlled inventory, as identified in accordance with the terms and conditions of the contract.

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

(1) Government-furnished material;

(2) Reparables;

(3) Contractor-acquired property;

(4) Property under any statutory leasing authority;

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

(6) Intellectual property or software; or

(7) Real property.

(d) Procedures for establishing UIIs. To permit reporting of virtual UIIs to the DoD IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii) of the Government Property clause of this contract (FAR 52.245-1):

(1) Parent UII.

(2) Concatenated UII.

(3) Received/Sent (shipped) date.

(4) Status code.

(5) Current part number (if different from the original part number).

(6) Current part number effective date.

(7) Category code (``E" for equipment).

(8) Contract number.

(9) Commercial and Government Entity (CAGE) code.

(10) Mark record.

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

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

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

(iv) Added or removed code/flag.

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

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

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

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

(ix) Set (used to group marks when multiple sets exist); for the purpose of this clause, this defaults to ``one (1)''.

(e) Procedures for updating the DoD IUID Registry. The Contractor shall update the DoD IUID Registry at https://www.bpn.gov/iuid for changes in status, mark, custody, or disposition of items--

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

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

(3) Disposed of; or

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (APR 2008)

(a) In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(b) If this contract has a value of $50,000,000 or more, the Contractor shall use an EVMS that has been determined by the Cognizant Federal Agency (CFA) to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause. If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(c) If this contract has a value of less than $50,000,000, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use

of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(d) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of $50,000,000 or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(e) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after (1) contract award, (2) the exercise of significant contract options, and (3) the incorporation of major modifications. During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (a) of this clause.

(g) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(h) The Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at $50,000,000 or more, the following subcontractors shall comply with the requirements of this clause:

(Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.)

(2) For subcontracts valued at less than $50,000,000, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (b) of this clause:

(Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.)

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

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

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

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

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

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

(c) When placing orders for Government stock, the Contractor shall --

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

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

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

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

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

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

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

Government Remittance Address TBD:

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

(1) Statement of Work (SOW) for the Global Positioning System (GPS-Based) Positioning, Navigation, and Timing Service (GPNTS) dtd. 12 August 2010
(2) Technical Requirements Document (TRD) for the GPS Based Positioning, Navigation, and Timing Service v2.3 dtd 05 August 2010
(3) GPNTS DD Form 254
(4) GPNTS CLIN/SOW Matrix
(5) GPNTS Work Breakdown Structure (WBS)
(6) GPNTS Revised Cost Templates
(7) Reference Information Sheet

Exhibit A – GPNTS Contract Data Requirements List (CDRLs) EMD Phase - 12 August 2010
Exhibit B – GPNTS CDRLs LRIP Phase - 12 August 2010
Exhibit C – GPNTS CDRLs FRP Phase - 12 August 2010

Section K - Representations, Certifications and Other Statements of Offerors

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
https://www.acquisition.gov/far

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	JUL 2009
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
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	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 3345111.

(2) The small business size standard is 750.

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

(b)(1) If the 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 $100,000.

(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.

(xix) 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) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

------(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

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

------(A) Basic.

------(B) Alternate I.

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

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

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

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

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

------(ix) 52.227-6, Royalty Information.

------ (A) Basic.

------ (B) Alternate I.

------(x) 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 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 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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

52.247-53 FREIGHT CLASSIFICATION DESCRIPTION (APR 1984)

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS _____.

(End of provision)

252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE--SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)

(a) Definitions. Commercial derivative military article, commercially available off-the-shelf item, produce, required form, and specialty metal, as used in this provision, have the meanings given in the clause of this solicitation entitled ``Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles,

as specified in paragraph (d) of the clause of this solicitation entitled ``Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a ``commercial derivative military article" will be subject to Government review and approval.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of--

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

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

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

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(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 Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative 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 Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative 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 Innovative 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)

252.234-7001 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM (APR 2008)

(a) If the offeror submits a proposal in the amount of $50,000,000 or more--

(1) The offeror shall provide documentation that the Cognizant Federal Agency (CFA) has determined that the proposed Earned Value Management System (EVMS) complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748) (current version at time of solicitation). The Government reserves the right to perform reviews of the EVMS when deemed necessary to verify compliance.

(2) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a)(1) of this provision, the offeror shall submit a comprehensive plan for compliance with the guidelines in ANSI/EIA-748.

(i) The plan shall--

(A) Describe the EVMS the offeror intends to use in performance of the contract, and how the proposed EVMS complies with the EVMS guidelines in ANSI/EIA-748;

(B) Distinguish between the offeror's existing management system and modifications proposed to meet the EVMS guidelines;

(C) Describe the management system and its application in terms of the EVMS guidelines;

(D) Describe the proposed procedure for administration of the EVMS guidelines as applied to subcontractors; and

(E) Describe the process the offeror will use to determine subcontractor compliance with ANSI/EIA-748.

(ii) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(iii) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVMS will be compliant with the guidelines in ANSI/EIA-748.

(b) If the offeror submits a proposal in an amount less than $50,000,000--

(1) The offeror shall submit a written description of the management procedures it will use and maintain in the performance of any resultant contract to comply with the requirements of the Earned Value Management System clause of the contract. The description shall include--

(i) A matrix that correlates each guideline in ANSI/EIA-748 (current version at time of solicitation) to the corresponding process in the offeror's written management procedures; and

(ii) The process the offeror will use to determine subcontractor compliance with ANSI/EIA-748.

(2) If the offeror proposes to use an EVMS that has been determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748, the offeror may submit a copy of the documentation of such determination instead of the written description required by paragraph (b)(1) of this provision.

(c) The offeror shall identify the subcontractors (or the subcontracted effort if subcontractors have not been selected) to whom the EVMS requirements will apply. The offeror and the Government shall agree to the subcontractors or the subcontracted effort selected for application of the EVMS requirements. The offeror shall be responsible for ensuring that the selected subcontractors comply with the requirements of the Earned Value Management System clause of the contract.

(End of provision)

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

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

(End of provision)

K-307 CONTRACT ADMINISTRATION OFFICE (DEC 1999)

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

(End of provision)

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
https://www.acquisition.gov/far

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-1	Payments	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (http://assist.daps.dla.mil);

(2) Quick Search (http://assist.daps.dla.mil/quicksearch);

(3) ASSISTdocs.com (http://assistdocs.com).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(1) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

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

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

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)--ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) In accordance with FAR 15.403-3(b), the offeror shall submit the information described in provision L-317, Submission of Proposals (Complex), paragraph 3.2. This information is required to assist the Contracting Officer in determining the cost realism of competing offers. The terms “cost realism” and “Information other than cost and pricing data” are defined in FAR 15.401.

(End of Alternate IV)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a hybrid Cost Plus Incentive Fee/Cost Plus Fixed Fee/Firm Fixed Price contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Frederick D. Renz, Contracting Officer
Code 2.1B4
Space and Naval Warfare Systems Command
4310 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)

52.252-5 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.

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

(End of provision)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

Some GPNTS documents cited in this solicitation are not available for distribution but may be accessed and examined at the following location: GPNTS RFP GFI Project Site on the NESI website, https://nesi.spawar.navy.mil. In order to obtain access to this secured website, each company must sign and return the Bidder's Repository Non-Disclosure Agreement (NDA) posted on the SPAWAR e-commerce website at https://e-commerce.spawar.navy.mil, have an active DD 2345 on file, and provide the e-mail address and phone number for each requested user, and the company's DD 2345 certification number to Emily F. Green Emily.F.Green@navy.mil. If the company does not have an active DD 2345 on file, please visit http://www.dlis.dla.mil/jcp/ for more information on how to complete and submit the DD 2345. Each company may request access for up to two representatives. Each user is required to be a U.S. DoD contractor and have a valid DoD or ECA issued PKI certificate to gain access to the website. If an offeror is a U.S. DoD contractor and does not have a valid DoD or ECA-issued PKI certificate, contact Nicole Schertzer at nicole.schertzer.ctr@navy.mil for further instruction. The Government will provide instructions on how to access the secured site to the approved company representatives after their Bidder's Repository NDAs and company DD 2345 certification number have been received.

(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)

5252.245-9400 USE OF EXISTING GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (JAN 1992)

(a) Any Offeror proposing to use existing production and research property in the performance of work under this solicitation shall submit with his offer the following:

(1) A list or description of all Government production and research property that the offeror or its subcontractors propose to use on a rent-free basis. This list shall include property offered for use in the solicitation, as well as property already in possession of the offeror and its subcontractors under other contracts.

(2) Identification of the facilities contract or other instrument under which property already in possession of the offeror and its subcontractors is held, and the written permission for its use from the Contracting Officer having cognizance of the property.

(3) The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support proration of the rent.

(4) The amount of rent that would otherwise be charged, computed in accordance with FAR 45.403.

(b) The competitive advantage that might otherwise accrue to an offeror from the use of existing Government production and research property shall be eliminated by adding an evaluation factor to each offer for which such use is requested, which shall be equivalent to the rent which would otherwise be charged for such use. No use of Government production and research property other than as described and permitted herein shall be authorized unless such use is approved in writing by the Contracting Officer cognizant of the property, and either rent calculated in accordance with FAR 52.245-9, Use and Charges, is charged, or the contract price is reduced by an equivalent amount.

(End of provision)

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

(a) The Department of Defense is--

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

(b) The offeror--

(1) is encouraged to identify and propose alternatives to specifications and standards cited in this solicitation;

(2) may submit a proposal to the Contracting Officer that, as a minimum, consists of--

(i) a copy of the proposed alternatives;

(ii) a comparison of the proposed alternatives to the specification or standards cited in the solicitation; and

(iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

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

(End of provision)

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

1.0 SOLICITATION OVERVIEW

1.1 This solicitation is for the design, development, testing, and delivery of the Global Positioning System (GPS) – Based Positioning, Navigation, and Timing Service, referred to as GPNTS. GPNTS will support mission critical real time Positioning, Navigation, and Timing (PNT) data services for weapons, combat, navigation, and other C4I systems requiring PNT information. These real time services include User Datagram Protocol/Internet Protocol (UDP/IP) multicast net-centric messages, legacy point to point interface support, precise time and frequency services, and distribution of verified GPS Black Crypto keys.

GPNTS will be developed based on open standards in a Service Oriented Architecture (SOA), and will incorporate Non-Developmental Item (NDI) military grade Selective Availability Anti-Spoofing Module (SAASM) GPS receivers and Commercial Off The Shelf (COTS) technologies to provide a Time & Frequency management solution to shipboard users.

1.2 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 GPNTS 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.

1.3 RECEIPT OF OFFERS. Proposals are due not later than 10:00 AM Pacific Daylight Time on April 20, 2011. All times are local time in San Diego, California.

Deleted: October

Deleted: 2

Deleted: 0

1.4 VALIDITY OF PROPOSALS. Proposals submitted in response to this solicitation shall be valid for 300 calendar days from the solicitation closing date.

2.0 PROPOSAL REQUIREMENTS

2.1 PROPOSAL ORGANIZATION, FORMAT, AND CONTENT

2.1.1 PROPOSAL ORGANIZATION. Proposals submitted in response to this requirement shall be unclassified and shall consist of three (3) separately bound volumes identified as follows:

a. Volume I: Technical Proposal Volume
b. Volume II: Cost/Price Proposal Volume

c. Volume III: Contract Documents Volume

2.1.2 PROPOSAL FORMAT. In addition to all other requirements of this solicitation, each Offeror shall demonstrate its capability by means of a detailed written proposal in each of the areas indicated under Section M – Evaluation Factors for Award. Proposals submitted for consideration for award shall address the full scope of the solicitation.

The Offeror's proposal volumes shall include the following:

NUMBER OF PAPER COPIES	VOLUME	SECTION L REFERENCE	PAGE LIMIT	SECTION SUFFIX
1	**I. TECHNICAL PROPOSAL**			**V1.TECH**
	Section A - Technical Approach (Factor 1)	3.1.1	**95 pages total (exclusive of Subfactor 1.2, which is not page limited).**	
	System Design (Subfactor 1.1)	3.1.1.1		
	Software Development Approach (Subfactor 1.2)	3.1.1.2	No page limit.	
	Information Assurance (IA) (Subfactor 1.3)	3.1.1.3		
	Test and Evaluation (T&E) (Subfactor 1.4)	3.1.1.4		
	Integrated Logistics Support (Subfactor 1.5)	3.1.1.5		
	Section B – Technical Data Rights (Factor 2)	3.1.2	**No page limit**	**V1.DATA**
	Section C - Management Approach (Factor 3)	**3.1.3**	**See below.**	**V1.MGMT**
	Integrated Master Schedule/Integrated Master Plan (Subfactor 3.1)	3.1.3.1	No page limit.	
	Program Management Approach (Subfactor 3.2)	3.1.3.2	30 pages	
	Section D – Relevant Past Performance (Evaluation Factor 4)	**3.1.4**	**3 pages total per reference (Exclusive of CPARS evaluations (if provided))**	**V1.PAST**
	Section E - Small Business Participation (Evaluation Factor 5)	**3.1.5**	**Ten (10) pages total (excluding SF-294s, copies of binding agreements, enforceable comments, and letters of intent)**	**V1.SBP**
	Section F - Correlation Matrix	**3.1.6**	**No page limit**	**V1.MATX**
1	**II. Cost/Price Proposal (Evaluation Factor 6)**	**3.2**	**No page limit**	**V2.COST**

Deleted: 7

Deleted: 25

1	III. Contract Documents	3.3		V3. CONTRACT
	Section A: Letter of Transmittal, Completed Standard Form (SF) 33, and Completed RFP Sections B - K	3.3.1	3 pages maximum for Letter of Transmittal	
	Section B: Security Clearance Levels	3.3.2	**No page limit**	
	Section C: Proprietary Data Protection Agreements	3.3.3	**No page limit**	
	Section D: Organizational Conflict of Interest Mititgation Plan(s)	3.3.4	**No page limit**	
	Section E: Small Business Subcontracting Plan	3.3.5	**No page limit**	
	Section F: Foreign Owned Subcontrators	3.3.6	**No page limit**	

Information submitted in excess of the page limits established above will not be read or evaluated. Page limits do not include cover sheets, tables of contents, requirements compliance matrices, lists of figures, lists of drawings, lists of proprietary data, glossaries, tabs, dividers, or blank pages.

Do not include cost information in any volume other than the Cost Proposal.

Paper copies of the proposal shall be submitted as follows:

1. Binding and Labeling: 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.

2. Format: The proposal shall be on 8-1/2" X 11" recycled 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 10 point in the text, 8 point in spreadsheets, and 8 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.

   Each electronic proposal, to include submission to SPAWAR E-Commerce and the CD-ROM copy, shall include uncompressed electronic copies of each Volume on separate CD-ROMs. Documents shall be prepared using Microsoft Office 2007 or compatible software suite including: all text documents shall be prepared in Microsoft WORD 2007, *.docx and converted to searchable “PDF” documents for proposal submission; Microsoft EXCEL 2007 for all spreadsheets in *.xlsx files **[All Excel files shall be operable versus value only spreadsheets (i.e. formulas should be included in all applicable cells)];** Microsoft Project 2007 in *.mpp files shall be used for all schedules; and Microsoft PowerPoint 2007 in *.pptx for presentation slides.

3. Numbering: Pages shall be numbered consecutively within each section to indicate the volume, section, and page. For example, page 19 of Volume I, Section C would be numbered I-C-19. Pages in the Cost Proposal volume shall be numbered consecutively.

Electronic copies must be provided in separate Technical, Cost/Price, and Contract Documents files. Each proposal section shall be labeled with the Volume/Section Suffix provided in the table in paragraph 2.1.2 above. Electronic proposals shall be submitted in accordance with provision L-349, Submission of Electronic Proposals.

2.1.3 PROPOSAL CONTENT

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 downscoring of, the proposal. An Offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Proposals should be clear, concise and complete. Organization, clarity, accuracy of information, relevance, and completeness are of prime importance. Sufficient supporting information shall be provided to allow the Government to evaluate the Offeror's approach.

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

3.0 PROPOSAL VOLUMES

3.1 VOLUME I - TECHNICAL PROPOSAL

The required content of each technical proposal section is described below. The technical proposal shall not include any cost information. The technical proposal shall cover the offeror's understanding of the work and the methods that will be employed to attain contract objectives and shall enable technical personnel to make a thorough evaluation and a determination whether the proposal will satisfy the Government's requirements.

The technical proposal shall be specific, detailed, and complete and fully demonstrate that the prospective offeror has a thorough understanding of the Government's requirements. The technical proposal shall also address inherent technical problems, the achievement of the specification requirements, and how the contractor will execute the work required by the solicitation. Data previously submitted to the Government will not be considered; therefore such data shall not be incorporated into the technical proposal by reference. Statements that the Offeror understands can or will comply with all specifications, or statements paraphrasing the specifications or other information contained in the RFP will be considered inadequate. Phrases such as "Standard procedures will be employed" and "well known techniques will be used" will also be considered insufficient.

Offerors shall provide the following information to support the Government's evaluation of the offeror's technical proposal. The technical evaluation factors and subfactors are as follows:

3.1.1 TECHNICAL APPROACH (Evaluation Factor 1). The technical approach factor includes the following five (5) subfactors:

3.1.1.1 <u>System Design</u> (Subfactor 1.1). The Offeror shall describe how its systems design (hardware and software) will meet the threshold requirements specified in the GPNTS Technical Requirements Document (TRD) for the following GPNTS system elements:

a) Real Time Component (RTC) (TRD Section 3.3)
b) System Access Component (SAC) Indirect SAC (TRD Section 3.4; TRD Appendix B)
c) Time Frequency Component (TFC) (TRD Section 3.5)
d) GPS Receiver Module (TRD Section 3.6)

e) Crypto Distribution (TRD Appendix A)

The Offeror shall also describe how its GPNTS design will meet the requirements for the multiple configurations identified in Section 3.10 of the GPNTS TRD.

The Offeror shall describe how its systems design (hardware & software) employs open architecture tenants and modular standards-based open systems approach to satisfy the GPNTS TRD requirements. The Offeror shall describe how its proposed design incorporates the open architecture design tenets of interoperability, extensibility, maintainability, and composeability. The Offeror shall describe how interfaces will be selected from existing open, de facto, proprietary or Government standards with emphasis on maximizing system level or enterprise level (where applicable) interoperability. The offeror shall describe how its selection of interfaces will maximize the ability of the system to readily accommodate technology insertion (both hardware and software) and facilitate the reuse of alternative or reusable modular system elements. If the Offeror proposes to reuse software as part of its system design, the Offeror shall provide the rationale for which software was selected for reuse.

The Offeror shall describe how its system design minimizes reliance on proprietary, vendor unique, or closed elements. The Offeror shall justify any use of proprietary, vendor-unique, or closed components (software and/or hardware) and interfaces. The justification shall include documentation of the decision leading to selection of specific COTS products (e.g. test results, architectural suitability). The Offeror shall define its process for identifying and justifying proprietary, vendor-unique or closed interfaces, code modules, hardware, firmware, or software to be used. When interfaces, hardware, firmware, or modules that are proprietary or vendor unique are required, the Offeror shall explain how those proprietary elements do not preclude or hinder Government's desire to:

- Enable Government to separately purchase its own equipment and assemble GPNTS configurations in Government labs;
- Enable third party Government or contractor teams to integrate additional hosted applications;
- Enable third party Government or contractor teams to do LRIP/Full Rate Production installations;
- Enable third party Government or contractor teams to perform ISEA functions;
- Enable hand off of design documents, install documents, and software to the LRIP/Full Rate Production contractor for production; and
- Enable hand off of design documents and software to the LRIP/Full Rate Production contractor for modifying and extending GPNTS design and GPNTS software.

The Offeror shall describe how its system design incorporates Non-Developmental Items and COTS items to meet the GPNTS performance requirements and provide the rationale for selection of these items, to include the results of any trade-off analyses or studies.

3.1.1.2 Software Development Approach (Subfactor 1.2). The Offeror shall submit a draft version of its Software Development Plan (SDP) in accordance with the requirements contained in paragraph 4.1.2.8 of the GPNTS Statement of Work (SOW). The SDP may be formatted as desired by the Offeror, but must contain the information described by the SDP DID (DI-IPSC-81427A). The SDP is not page limited.

Offerors shall also submit, as a part of their proposal, an SDP Rationale which describes why their specific approach is appropriate for the system to be procured and how their proposed processes are equivalent to those articulated by CMMI® capability Level 3. The Offeror shall also identify the number of proposed staff experienced in using these processes that will be assigned to the GPNTS effort.

The Offeror shall describe its previous experience in developing software using the same or similar approach as proposed for this solicitation. The Offeror shall describe the extent to which personnel who contributed to these previous efforts will be supporting the GPNTS effort. The offeror shall also describe any previous CMMI or equivalent model based process maturity appraisals performed within 24 months prior to proposal submission. As part of this description, the Offeror shall identify the organizational entity and location where the appraisal was performed, the type of evaluation, the organization performing the evaluation, and the level earned. The results of

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

3.1.1.3 Information Assurance (IA) Approach (Subfactor 1.3). The Offeror shall describe how its IA Approach will meet the IA requirements specified in the Section 4.1.15 of the GPNTS SOW.

3.1.1.4 Test and Evaluation (T&E) (Subfactor 1.4) The Offeror shall describe how its T & E approach will meet the requirements specified in Sections 4.1.9-4.1.9.5, 4.2.6-4.2.6.3 and 4.3.6-4.3.6.2 of the GPNTS SOW.

The Offeror shall also describe the facilities it proposes to use to conduct GPNTS T&E efforts, and identify and describe its approach for use of any modeling and simulation tools. The Offeror will also identify and describe any Special Test Equipment required to conduct GPNTS T&E efforts.

3.1.1.5 Integrated Logistics Support (ILS) (Subfactor 1.5) The Offeror shall describe its approach to meeting the ILS requirements specified in Sections 4.1.12-4.1.12.5 and 4.2.11 of the GPNTS SOW. The contractor shall describe how their design minimizes life cycle cost and provide an estimate of a total life cycle cost. The estimate should assume 20 year sustainment after production. The total life cycle cost estimate shall be provided with the cost proposal BOEs and include an explanation of how the estimate was derived.

3.1.2 TECHNICAL DATA RIGHTS (Evaluation Factor 2). For all GPNTS designs and deliverables under this contract, it is the Government's objective that all noncommercial technical data (TD) and computer software/computer software documentation (CS/CSD) be delivered with Unlimited Rights, or if such noncommercial TD/CS/CSD contains elements generated previously with Offeror's own capital, with a minimum of Government Purpose Rights (GPR) (as defined by DFARS 252.227-7013 and 252.227-7014). Technical Data and software are defined at DFAR 252.227-7013 and DFARS 252.227-7014. Firmware is defined as "computer-programming instructions that are stored in a read-only memory unit rather than being implemented through software." If the Offeror proposes to deliver commercial TD/CS/CSD, it is the Government's desire to obtain a license to the commercial TD/CS/CSD that would grant the Government the equivalent of GPR. The Government's objective applies to any commercial and noncommercial TD/CS/CSD deliverables such as engineering diagrams, analysis, reports, and designs that pertain to the systems to be delivered under this contract. An Offeror will not, however, be deemed non-responsive if it offers to provide rights more restrictive than GPR on any portion of the technical data, and/or software to be delivered under this contract for which it is entitled to assert those restrictions pursuant to the DFARS 252.227-7013 and 252.227-7014 The Government's goal of acquiring GPR is not a condition of award; rather it is factor in the source selection decision.

The Offeror shall complete and submit the table as contained in the Section K provision(s) entitled "Identification, and Assertion of Use, Release, or Disclosure Restrictions" (DFARS 252.227-7017) and, if applicable "Technical Data Previously Delivered to the Government" (DFARS 252.227-7028), to identify **both** the commercial and noncommercial TD, CS and/or CSD to be furnished, the asserted rights category, and the basis for the assertion. The Offeror shall use separate tables for commercial and noncommercial items. The Offeror shall ensure that the TD, CS and/or CSD are identified by specific reference to the requirement to deliver or provide that TD, CS, and/or CSD in the contract, for example, by referencing the associated CLINs, CDRLs, or paragraphs in the Statement of Work.

If a commercial or open source solution is proposed, the Offeror shall include as part of the proposal any and all Commercial or Open Source License Agreements applicable to CDRLs or other deliverables under this contract, including those applicable to the Offeror's subcontractors. The Government reserves the right to negotiate terms of use and conditions of the commercial licenses that are inconsistent with normal Government practices (as stated in 3.1.2 of this Section) and the Section I Clause "Technical Data – Commercial Items" (DFARS 252.227-7015). The resulting license agreements will be an Attachment to the executed contract.

The Offeror will ensure consistency between the technical data rights assertions and information provided in the Data Rights proposal, including the "Identification, and Assertion of Use, Release, or Disclosure Restrictions" and "Technical Data Previously Delivered to the Government" tables, the Supplemental Information, and the Section B technical data rights tables.

3.1.3 MANAGEMENT APPROACH (Evaluation Factor 3). The management approach factor includes the following two (2) subfactors:

3.1.3.1 Integrated Master Plan (IMP) / Integrated Master Schedule (IMS) (Subfactor 3.1) The Offeror shall submit a draft IMP that identifies all activities required to complete the design and development efforts required by CLIN 0001. The Offeror shall also provide a cross reference matrix that shows how the content of the IMP corresponds to the content of the GPNTS SOW and the draft IMS.

The Offeror shall submit a draft IMS that identifies major program milestones, tasks, task interrelationships and dependencies, and task durations to meet the GPNTS design and development requirements of CLIN 0001.

3.1.3.2 Program Management Approach (Subfactor 3.2). The Offeror shall describe its proposed Program Management Approach for managing and directing the GPNTS design, development, and production efforts. The Offeror shall describe its policies, plans, and procedures for managing cost, schedule and performance risk. The Offeror shall describe its Earned Value Management System to be used in accordance with DFARS clause 252.234-7001 Notice of Earned Value Management System, and DFARS clause 252.234-7002 Earned Value Management System for CLIN 0001 only. The Offeror shall provide documentation or evidence of Defense Contract Management Agency (DCMA) EVMS validation/acceptance and compliance of their EVMS with the ANSI/EIA-748-B standards.

The Offeror shall describe its proposed program management organization for the GPNTS design, development, and production effort, including identification of lines of responsibility, authority, and communication, and management of subcontractors.

3.1.4 PAST PERFORMANCE (Evaluation Factor 4). The Offeror shall provide a description of those recent efforts (last five years) that best demonstrate management, cost, schedule, and technical past performance. The Offeror shall provide information on a total of five (5) previous Government contracts whose effort was relevant to the effort required by this solicitation using the contract reference form provided as Attachment 7 to this solicitation. Of these five (5) relevant past performance experiences, three shall be from the prime contractor and the remaining two (2) will be from the two (2) largest subcontractors (measured by dollar value for CLIN 0001 only). The contracts provided should have been performed, but not necessarily completed, within the last five (5) years. If the Offeror has not had Government contracts within the last five (5) years, information on relevant subcontracts may be submitted instead. The Government reserves the right to contact references for verification or additional information, e.g. Contractor Performance Assessment Reporting System (CPARS).

Relevant contracts are those that demonstrate management and technical experience with the design, development, integration, production, and testing of the following (listed in descending order of relevance):

- Military-grade positioning, navigation, and timing (PNT) systems for U.S. Navy applications.
- Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) systems for U.S. Navy applications.
- C4ISR systems for U.S. Department of Defense (DoD) applications.
- C4ISR systems for foreign military applications.
- Experience with large software development efforts for U.S. DoD applications.

The Offeror shall submit Attachment 7- Reference Information Sheet.

3.1.5 SMALL BUSINESS PARTICIPATION (Evaluation Factor 5). 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.

The following SPAWAR Subcontracting Goals for this procurement are provided to assist in the development of your Subcontracting Plan:

Small Business Categories	**SPAWAR Target (Based upon % of subcontracted amount)**
Total Small Business (includes the below)	30%
Small Disadvantaged Business	5%
Woman-Owned Small Business	5%
Veteran-Owned Small Business	3%
HUBZone	3%
Service-Disabled Veteran Owned Small Business	3%

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 or exceed the above goals in any category the offeror 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.

If the Offeror is a participant in the 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 Subcontracting Plan goals. The description must provide the extent of small business participation for this procurement with percentage and dollar amounts for specific small business categories.

Small Business Commitment

In addition to the Small Business Subcontracting Plan to be submitted in Volume III, large business Offerors shall provide (1) (2) and (3) below.

1) The Offeror shall provide a copy of the Offeror's latest individual eSRS for each of three (3) contracts similar in size to GPNTS where the offeror was a prime contractor. If the Offeror is, or was, a participant in the DoD Comprehensive Subcontracting Plan Test Program during the period of performance for the contracts identified for past performance, the offeror shall submit the relevant SF 295 for the period(s) covered in lieu of individual eSRS report. In addition, provide the Offeror's latest DCMA Subcontracting Program Compliance Rating letter including the attached rating narrative.

2) The Offeror shall provide a table identifying all 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; the principal service/supply being provided by the subcontractor; and the complexity of the service/product provided. A sample table is provided below.

3) The Offeror shall provide evidence of commitment to utilize small businesses on this contract. Evidence may include copies of binding agreements, enforceable commitments or letters of intent executed with the subcontractors identified in the table required by (2) above.

Deleted: SF 294

Deleted: each of the

Deleted: identified in the proposal as "Past Performance" section to this solicitation

Deleted: If the Offeror is, or was, a participant in the DoD Comprehensive Subcontracting Plan Test Program during the period of performance for the contracts identified for past performance, the offeror shall submit the relevant SF 295 for the period(s) covered in lieu of individual SF 294s.

Name of 1st Tier Subcontractor	**Subcontractor Address**	**Type of Business (Large, SB, HUB Zone, SDB (incl. HBCU/MI), WOSB, VOSB, SDVOSB) List all Applicable Categories**	**Principal Supply/Service Provided**	**Complexity of Product/Service Provided (Brief Narrative)**
XYZ Corp.	123 Main St. Anytown, NY 01345	Large	Castings	Manufactured to .01 tolerance
Acme, Ltd.	456 First Ave. Somewhere, NY 54321	SB, 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: This information is for source selection evaluation purposes only. 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".

NOTE 3: Offerors are reminded that the Small Business Subcontracting Plan (required from large businesses only) shall correlate with the proposal information on small business commitment.

3.1.6 CORRELATION MATRIX

The format of the proposal volumes shall correlate directly and sequentially with the proposal outline specified in Section L. The proposal shall provide an obvious correlation to the specific requirements given in each instruction. The Offeror shall complete the following Correlation Matrix by completing the "Offeror's Proposal Citation" column of the matrix with the volume, section number, annex, , exhibit, page number, and paragraph numbers, as applicable, and returned in the Technical Volume.

Section L	**Section M**	**Offeror's Proposal Citation**
3.1.1 Technical Approach (Evaluation Factor 1)	3.1.1 Technical Approach (Evaluation Factor 1)	
3.1.1.1 System Design (Subfactor 1.1)	3.1.1.1 System Design (Subfactor 1.1)	
3.1.1.2 Software Development Approach (Subfactor 1.2)	3.1.1.2 Software Development Approach (Subfactor 1.2)	
3.1.1.3 Information Assurance (IA) (Subfactor 1.3)	3.1.1.3 Information Assurance (IA) (Subfactor 1.3)	
3.1.1.4 Test and Evaluation (T&E) (Subfactor 1.4)	3.1.1.4 Test and Evaluation (T&E) (Subfactor 1.4)	
3.1.1.5 Integrated Logistics Support (Subfactor 1.5)	3.1.1.5 Integrated Logistics Support (Subfactor 1.5)	
3.1.2 Technical Data Rights (Evaluation Factor 2)	3.1.2 Technical Data Rights (Evaluation Factor 2)	
3.1.3 Management Approach (Evaluation Factor 3)	3.1.3 Management Approach (Evaluation Factor 3)	

Section L	Section M	Offeror's Proposal Citation
3.1.3.1 Integrated Master Plan/Integrated Master Schedule (Subfactor 3.1)	3.1.3.1 Integrated Master Plan/Integrated Master Schedule (Subfactor 3.1)	
3.1.3.2 Program Management Approach (Subfactor 3.2)	3.1.3.2 Program Management Approach (Subfactor 3.2)	
3.1.4 Past Performance (Evaluation Factor 4)	3.1.4 Past Performance (Evaluation Factor 4)	
3.1.5 Small Business Participation (Evaluation Factor 5)	3.1.5 Small Business Participation (Evaluation Factor 5)	
3.2 Cost/Price (Evaluation Factor 6)	3.2 Cost/Price (Evaluation Factor 6)	

3.2 VOLUME II – COST/PRICE PROPOSAL (Evaluation Factor 6)

INTRODUCTION. This volume shall contain cost information only. The guidelines and requirements in this section are provided to (1) aid Offerors in preparing their cost/price proposal; and (2) aid the Government in reviewing and evaluating the Offeror's cost proposal. The Government's intent is to provide instructions that will allow the Offeror to develop clear, concise, and comprehensible proposals and to minimize data requests by the Government during the proposal evaluation process.

ORGANIZATION: The cost/price proposal instructions outlined in this section shall be followed in developing the proposed costs and prices for all CLINs listed in Section B – Supplies/Services and Prices/Cost of this RFP. Offerors shall complete Section B and provide it with this volume, with an additional copy to be provided in the Contract Documents volume. The cost volume submitted by the Offeror shall include the cost/price for all GPNTS CLINs. Offerors shall complete Section B as well as Pricing Tables B-1, B-2 and B-3 for all quantity ranges provided by proposing:

(a) GPNTS Development: For CLIN 0001, an estimated cost and incentive fee calculated in accordance with the instructions set forth in Section B of the RFP. For the DT/OT support under CLIN 0001 the Offeror is provided with the following hours for estimating purposes, the Offeror shall provide an estimated cost calculated using the labor categories and estimated hours provided below;

Labor Category	
Program Manager	500
Electrical Engineer (mid level)	1000
Mechanical Engineer (mid level)	1000
Computer Scientist (mid level)	1000
Test Engineer (mid level)	1000
Technical Writer / Editor	0

(b) Other Direct Costs: For CLINs 0005, 1007, 2007, 3007, 4007, 5007, and 6007 the Offeror shall insert the following not to exceed travel and Other Directs Costs (ODC) amounts in Section B. These amounts are non-fee bearing and are all inclusive (include contractor burdens such as General & Administrative expense, etc.)

CLIN	ODC amount
0005	$100,000
1007	$50,000
2007	$20,000
3007	$20,000

4007	$20,000
5007	$20,000
6007	$20,000

(c) GPNTS LRIP/Production Hardware (Option CLINs 1000-1002, 2000-2002, 3000-3002, 4000-4002, 5000-5002, and 6000-6002). The Offeror shall insert individual unit prices for LRIP and FRP in Pricing Tables B1, B2, and B3 for the quantities of GPNTS hardware identified in the pricing tables provided in Section B of the RFP.

(d) Provisioning Item Orders (Option CLINs 1003, 2003, 3003, 4003, 5003, and 6003) and Upgrade Kits (Option CLINs 1004, 2004, 3004, 4004, 5004 and 6004) the Offeror shall insert the following not to exceed amounts in Section B.

CLIN	PIO
1003	$225,000
2003	$550,000
3003	$550,000
4003	$550,000
5003	$550,000
6003	$550,000

CLIN	Upgrade Kits
1004	$8,250
2004	$16,500
3004	$16,500
4004	$16,500
5004	$16,500
6004	$16,500

(d) Engineering Services: For CLINs 1005, 2005, 3005, 4005, 5005, and 6005, the Offeror shall provide an estimated cost and fixed fee (fixed-fee shall equal 5%) calculated using the labor categories and estimated hours provided below. The Government can guarantee neither the estimated quantities of man-hours shown for individual labor categories nor the total estimated staff hours. It is recognized that some of the Labor Category titles used in the solicitation may not exactly match the titles normally used in a particular company operation. Accordingly, in order to permit a rapid comparison between the anticipated labor team shown below and the Offeror's actual labor mix, each proposal must provide the following:

(1) Direct labor rates related to the categories specified in the solicitation.

(2) A statement of the Offeror's normally used nomenclature for each labor category included herein, together with a copy of the Offeror's own position description for each labor category.

(3) A statement of any additional labor categories, estimated hours and related qualifications for labor cost that will be a direct cost based on the Offeror's accounting procedures (e.g. management and administrative labor costs.)

(4) Subcontractor labor hours at all tiers should be shown in the same manner as described in paragraphs (1) through (3) above.

Labor Category	CLIN 1005	CLIN 2005	CLIN 3005	CLIN 4005	CLIN 5005	CLIN 6005
Program Manager	250	100	100	100	100	100
Electrical Engineer (mid level)	500	500	500	500	500	500
Mechanical Engineer (mid level)	500	500	500	500	500	500
Computer Scientist (mid level)	500	500	500	500	500	500
Test Engineer (mid level)	500	500	500	500	500	500
Technical Writer / Editor	500	0	0	0	0	0

(e) Data Rights: Offerors shall complete the Data Rights Tables contained in Section B of the RFP by inserting the rights classification and associated fixed price (if any) for each CDRL item listed in the table. Offerors shall identify all costs associated with the use and/or maintenance of any proposed Commercial and/or Open Source Software (e.g., renewal license fee) throughout the lifecycle of the GPNTS system. Offerors shall ensure that all costs identified in the Section B Data Rights Tables are traceable to the applicable CLINs in the Cost Proposal. (Note: this table is not all-inclusive; the Offeror may add additional CDRL items during proposal submission.)

COST PROPOSAL INSTRUCTIONS:

Throughout these instructions, formats are provided to assist the Offeror/major subcontractor in providing adequate substantiation and ensuring traceability throughout the cost/price proposal. The Offeror/major subcontractor shall complete the cost attachments to this RFP and provide them in the cost proposal volume. Blank versions of each attachment are provided as RFP attachments (in Microsoft Excel format) on the SPAWAR e-Commerce website. For information required where no Government format is provided, the Offeror/major subcontractor, shall provide the required information in the Offeror's chosen format. **All calculations shall be provided in the Excel attachments with formulas intact.** There are no specific font-size requirements for the information provided in the cost proposal, but all information provided in hard copy shall be easily legible.

All cost information shall be submitted in Then Year dollars (TY$) by GFY unless otherwise noted. For consistency, the Offeror, and major subcontractor, shall use the same fee as proposed in Section B. If the Offeror, or major subcontractor, desires to provide additional information not specifically required in the cost attachments, the information may be supplied in the Offeror's chosen format.

A matrix of the Government required cost summaries is provided as RFP Attachments 5-1 through 5-14, entitled "Cost Templates". The matrix shows by CLIN what cost summary is required by each Offeror/major subcontractor for GPNTS. All other required information and data shall be completed in the Offeror's chosen format.

All data provided by the Offeror/major subcontractor, whether in the Offeror's/major subcontractor's format or specified Government format, shall be traceable throughout the proposal with all formulas intact. For example, all data provided at lower levels in the cost volume shall add up to the totals in the cost volume's summary formats as well as the costs/prices in Section B of the RFP. The information shall also be traceable to that provided in the technical and other volumes (where applicable). Where the trace is not direct it shall be explained in a walk through.

The Offeror shall identify its cognizant Defense Contract Audit Agency (DCAA) and Defense Contract Management Agency (DCMA) offices and provide the following information for each cognizant office:

Point of Contact Name
Office Address
Telephone and FAX numbers

The Offeror shall submit one (1) copy of its proposal to their cognizant DCAA office

GPNTS DESIGN AND DEVELOPMENT (CLIN 0001)

The Offeror/major subcontractor shall provide a narrative Basis Of Estimate (BOE) for each Work Breakdown Structure (WBS) element for CLIN 0001. A “Major Subcontractor” is defined as a subcontractor at any tier whose proposal represents at least five (5) percent of the estimated cost for CLIN 0001 (exclusive of target fee). The narrative BOE shall provide a description of the work to be performed, the total hours proposed, the total hours broken into labor hours per labor category, any proposed material (tracing to the Bill of Material), and any other costs associated with that WBS element. Descriptions of the work to be performed must be explicit regarding what work will or will not be included in the effort. A rationale and appropriate supporting data for the proposed hours and materials shall be included. If data from analogous programs are used, the analogous programs must be listed in Attachment 5-10. The Offeror’s BOEs shall distinguish between recurring and non-recurring efforts.

The Offeror shall cross reference each BOE to the technical proposal, to include the technical proposal page number

BOE SUBSTANTIATION

The Offeror/major subcontractor shall furnish the procedures and methodology used in compiling the proposed cost. All information, such as Independent Research and Development (IR&D) efforts, which an Offeror/major subcontractor wants the Government to consider under this criterion, must be disclosed. The Offeror’s/major subcontractor’s proposal is presumed to represent the best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained and fully justified. Any significant inconsistency, if unexplained, raises a question as to the Offeror’s/major subcontractor understanding of the nature and scope of the work required and the ability to perform the contract. If the cost information demonstrates that the Offeror/ major subcontractor does not understand or appreciate the level of effort necessary to successfully complete its approach to the requirements, the Government may consider this a program risk.

The Offeror and each Major Subcontractor bears full responsibility for ensuring traceability and that substantiation is included in the proposal for all elements of proposed costs/prices, whether that information is provided to the Government via the Offeror or directly to the Government by the Subcontractor.

If the Offeror has a firm fixed price contract with a Major Subcontractor and detailed cost information is not available, the Offeror shall provide alternative substantiation to demonstrate the reasonableness of the subcontractor's proposed fixed price. The Offeror shall also include in the substantiation an explanation of the basic terms of the firm fixed price subcontract, including a description of any "re-opener" clauses or other conditions that may cause the actual subcontracted price to differ from what is proposed.

In assessing the realism of the proposal, the Offeror’s/Major Subcontractor’s respective company’s actual resource expenditures for comparable tasks and historical data on previous programs are of primary importance. The proposed cost/price estimates shall be supported with the Offeror’s/Major Subcontractor’s historical costs/prices and past experience with similar programs. When using historical cost data from comparable, analogous systems/subsystems, all assumptions affecting the Offeror’s proposal are to be fully documented (e.g. inflation, methodology, make or buy decisions, etc.). If the Offeror/Major Subcontractor presents an analogous system to substantiate proposed costs and prices, in addition to providing verifiable actual costs for the analogous system as the basis of estimate, the Offeror/Major Subcontractor must also provide background information and information related to cost-driving parameters for both the analogous and proposed system. Additionally, the Offeror/Major Subcontractor shall present information that clarifies the complexity of the analogous system relative to that of the proposed system. When adequate substantiation is not provided in the proposal, the Government may opt to utilize historical data and its experience with other programs.

The Offeror/Major Subcontractor must establish that the historical system is in fact similar enough to the proposed system to constitute a valid analogy. When using historical or analogous systems as substantiation, the Offeror/Major Subcontractor shall describe why the system is comparable to the proposed system. The Offeror/Major Subcontractor is required to provide data for the historical program and demonstrate the relationship between the historical programs, the proposed effort, and explain how and why the data was manipulated. The Offeror/Major Subcontractor shall describe the basis for any parametric factors.

Substantiation of each portion of the proposal and a clear trace to the lowest level for which estimates were developed is required for the Offeror and each Major Subcontractor. This information shall be consistent with the information provided in the technical proposal. This information is required in order to identify parameters that are likely to affect the cost of the proposed system, and to establish the relationship between the proposed system and the analogous system(s).

General statements such as “estimates were derived from engineering analysis or judgment” are unacceptable. Furthermore, simply stating that the proposed cost/price is based on these similar programs is not adequate substantiation. In addition, statements that simply describe a historical program and the associated labor hours and material costs do not substantiate a cost estimate. The relationship of that program to the proposed system must be demonstrated and justified as outlined in this section. If a “new or improved” engineering or manufacturing process is the basis for projecting cost savings over historical systems, the Offeror/Major Subcontractor shall provide a description of the improvements, the relationship to the previous process, and a summary of how these improvements will be achieved. Specific savings in work hours and material must be documented and justified with regard to the content and practicality of these improvements. Estimates for level of effort tasks shall include the following: task duration, time-phased hours and associated costs, and the relationship between the historical system and the proposed system.

A programmatic and technical description of the historical system as well as the proposed system shall be provided along with the actual cost data for the historical system, a comparison of the historical system to the proposed system, and any adjustments made to the historical programmatic, technical and cost data to derive the proposed estimate. The Offeror/Major Subcontractor shall clearly identify and distinguish information associated with the proposed system from information associated with the analogous system. Detailed requirements are provided below.

PROGRAMMATIC DESCRIPTION

The programmatic description relates to the acquisition aspects of the historical system identified by the Offeror/Major Subcontractor as analogous. This data shall include, at a minimum, a top-level schedule with critical milestones, production rates, quantities procured by year, sole source or competitive procurement, the Offeror’s/Major Subcontractor’s actual contribution to the system, and the time period in which the element was developed. These aspects of the historical system and their similarities to and differences from the proposed system shall be explained.

TECHNICAL DESCRIPTION

The technical description relates to the performance and physical aspects of the historical system. This data shall describe, at a minimum, the system in terms of weight, power, the number of parts/components (including description), physical configuration, type of material, technology, and physical/performance parameters. These aspects of the historical system and their similarities to and differences from the proposed system shall be explained.

ACTUAL COST DATA

Cost or task data shall include the cost account, narrative description of the effort, and the actual cost data (including material, man-hours and total dollars). Actual cost data does not qualify as adequate substantiation when the Offeror/Major Subcontractor simply refers to a cost account and provides the labor/material resource for the cost account (example: the XYZ program with the cost account 12345 containing 450 man-months). The Offeror/Major Subcontractor shall properly cite, clarify, and establish the proper context of all historical actuals used to substantiate

their offer and submit to the Government any relevant documentation needed to support the Offeror's/Major Subcontractor's claims.

ADJUSTMENTS TO DERIVE THE PROPOSAL ESTIMATE

The BOEs shall be based on the WBS provided with a BOE for each WBS element for CLIN 0001 only. The BOEs shall be sequentially numbered and include reasons and justification for any adjustments made to programmatic, technical and actual cost data for the historical system. The Offeror/major subcontractor shall provide the basis and document any adjustments applied to the historical data, such as complexity factors and normalization methods, to reflect the characteristics of the proposed system. The BOEs shall also include an audit trail sufficient for the Government to reconstruct the proposed estimate and judge the credibility of data application. The BOEs shall include the estimating methodology and application of the cost data. Material, ODC and travel explanation and costs shall be included in the BOEs.

REQUIREMENTS PECULIAR TO COMMONLY USED COST ESTIMATING APPROACHS

The Government recognizes that Offeror/Major Subcontractor may use a variety of cost estimating approaches and techniques to develop their proposed estimates. This section outlines substantiation requirements peculiar to parametric, bottoms-up and analogous estimating techniques. As explained above, historical data from comparable systems/subsystems shall be used to substantiate the Offeror's/Major Subcontractor's estimate to the maximum extent, and may be utilized with any of these techniques.

PARAMETRIC TECHNIQUE

Where parametric simulation or statistically derived models are employed, statistical measures of confidence, prediction, capability, and fit shall be provided for independent and dependent variables, as well as the raw data and source(s) of this raw data. The Offeror/Major Subcontractor shall describe any adjustments made to such data, including the reasons and justifications for the adjustments.

BOTTOMS-UP TECHNIQUE

If a bottoms-up estimate is used, a summary of the procedures shall be included along with historical data supporting the estimate. This includes any cost improvement (learning) assumptions, quantity buy adjustments, business base adjustments, and any other factors (e.g. scrap, rework, yields, negotiation decrements, etc.) that affect the estimate.

ANALOGY TECHNIQUE

If an analogous estimating technique is used, the technical information required in this section, as well as procurement history shall be supplied to support the lowest level of the Offeror's/Major Subcontractor's estimate. In addition, the rationale for any adjustments of analogous data to the proposed estimate shall be explained in full detail with technical and programmatic descriptions.

COST SUMMARIES

The Offeror and major subcontractors shall provide summary costs in the following Section L attachments. The content requirements for each attachment are set forth in the paragraphs below.

Attachment 5-1: Cost Element CLIN Traceability Breakout (applicable to CLIN 0001)
Attachment 5-2: Total Cost by WBS (applicable to CLIN 0001)
Attachment 5-3: Program Summary Report (applicable to CLIN 0001)
Attachment 5-4: Labor Hours by WBS (applicable to CLIN 0001)
Attachment 5-5: Labor Dollars by WBS (applicable to CLIN 0001)
Attachment 5-6: Material Dollars by WBS (applicable to CLIN 0001)
Attachment 5-7: Subcontractor Dollars by WBS (applicable to CLIN 0001)

Attachment 5-8: Other Direct Costs (applicable to CLIN 0001)
Attachment 5-9: Bill of Material (applicable to CLIN 0001)
Attachment 5-10: List of Analogous Programs (applicable to CLIN 0001)
Attachment 5-11: Software Information (applicable to CLIN 0001)
Attachment 5-12: Indirect Rates (applicable to CLIN 0001 and ESS (CLINs 1005, 2005, 3005, 4005, 5005, and 6005))
Attachment 5-13: Direct Rates (applicable to CLIN 0001 and ESS (CLINs 1005, 2005, 3005, 4005, 5005, and 6005))
Attachment 5-14: Engineering Support Services (ESS) Summary

ATTACHMENT 5-1: COST ELEMENT CLIN TRACEABILITY BREAKOUT

The Offeror/Major Subcontractor shall provide a time-phased (by Government Fiscal Year Quarter, Government Fiscal Year and Calendar Year), detailed cost element breakout of labor, material, subcontracts and G&A/other costs at Level 2 of the WBS (**Attachment 5-1**) for CLIN 0001.

The intent of **Attachment 5-1** is to allow the Offeror/Major Subcontractor to provide a consolidated, fully traceable breakout of the proposed cost at Level 2 of the WBS, using the Offeror's/Major Subcontractor's own labor categories, burdens and other aspects of the Offeror's/Major Subcontractor's accounting structure.

Additional requirements for the completion of **Attachment 5-1** are provided below (some of which may be repeated elsewhere in this appendix as general requirements).

- **Attachment 5-1 (and all other attachments)** shall be provided for CLIN 0001 specified on the first sheet of **Attachment 5-1** titled "Matrix" for the particular attachment. Rows that are not applicable shall be left blank.
- Lower level WBS elements (1.1 – 1.8) shall sum up to top level WBS summary level at WBS 1.0 within **Attachment 5-1**. All other attachments shall also be traceable to one another and to **Attachment 5-1** at the top level.
- **Attachment 5-1** shall be provided in soft copy in a Microsoft Excel-compatible format with working formulas intact. For both the Offeror and Subcontractor's Attachment 5-1 the formulas shall apply the proposed labor rates to the proposed labor hours and the Offeror's or Major Subcontractor's overhead and other burden rates to their respective baseline costs. **If Offeror's or Major Subcontractor's direct and indirect rates are composite rates, the formulas showing how the composite rates were calculated shall be included.** The Offeror shall include subcontractor cost totals in its Attachment 5-1 submission to the Government. The Offeror and Subcontractor shall work together to ensure the total from the Subcontractor Attachment 5-1 matches the total used in the Offeror's Attachment 5-1.
- The direct and indirect rates included in **Attachment 5-1**shall match and trace to the rates. This Attachment shall be linked to **Attachment 5-12** Indirect Rates and **Attachment 5-13** Direct Labor Rates so that any changes made to **Attachments 5-12 and 5-13** will flow through to **Attachment 5-1** for cost realism purposes.
- **Attachment 5-1** shall be completed for the Offeror and each Major Subcontractor (see specific requirements for Major Subcontractors elsewhere in this appendix including potential exceptions to the requirement).
- The cost elements for each Level 2 WBS element shall be expanded as shown in the example for "1.1 Program Management".
- **Attachment 5-1** shall reflect the Offeror's/Major Subcontractor's own labor and material categories, so that the application of the Offeror's/Major Subcontractor's proposed rates and burdens is traceable and consistent with the Offeror's/Major Subcontractor's accounting system.
- Insert zeroes where applicable
- If the Offeror's/Major Subcontractor's accounting system requires application of rates or burdens that differs from the structure presented in the example, the Offeror/Major Subcontractor shall modify the

attachment to fit his/her accounting system and provide an explanation of the reason for and nature of the modification.

- For brevity and the purpose of demonstration only, the **Attachment 5-1** example provided reflects only those Level 2 WBS elements that the Government expects will be included. If, however, the Offeror's/Major Subcontractor's proposal includes additional Level 2 WBS elements that are not reflected in the example, the Offeror/Major Subcontractor shall add them as appropriate.
- Proposed Fee shall be proposed in accordance with Section B of the RFP.

ATTACHMENT 5-2: TOTAL COST BY WBS

The Offeror shall provide the proposed contract cost for CLIN 0001 for the Offeror, major subcontractors, and a total of other subcontractors that totals the Prime, major subcontractors and other subcontractors. The Offeror shall follow the format of the WBS provided in **Attachment 5-2**. Costs shall be provided to at least the WBS Level provided in **Attachment 5-2**. The Offeror is free to expand the WBS, however, if the Offeror's proposed contract cost is developed at levels below those specified, the Offeror shall provide those lower level estimates and ensure traceability to the WBS. If the Offeror's proposed contract cost are developed at levels higher than specified above, the Offeror shall provide the estimates at the level at which they were developed, and provide the methodology and justification for allocating costs to the required level. All WBS cost elements shall be burdened without G&A and Fee. **Attachments 5-5, 5-6, 5-7** and **5-8** shall sum to the costs listed in **Attachment 5-2**. The Offeror shall include subcontractor cost totals in its Attachment 5-2 submission to the Government. This shall be accomplished by adding additional rows to the fourth level WBS to segregate the Prime Offeror, Major Subcontractor, and other subcontractor costs. The Offeror and Subcontractor shall work together to ensure the total from the Subcontractor Attachment 5-2 matches the total used in the Offeror's Attachment 5-2.

Note that unless otherwise stated, all attachments are to be completed to at least the WBS levels provided in **Attachment 5-2**.

ATTACHMENT 5-3: PROGRAM SUMMARY REPORT

The Offeror shall provide a Program Summary Report for CLIN 0001 (**Attachment 5-3**) for the Offeror, each Major Subcontractor, and a total of other contractors. The sum of the WBS elements shall correspond to the Offeror's total proposed target cost/price. The Offeror shall include subcontractor cost totals in its Attachment 5-3 submission to the Government. The Offeror and Subcontractor shall work together to ensure the total from the Subcontractor Attachment 5-3 matches the total used in the Offeror's Attachment 5-3.

ATTACHMENT 5-4: LABOR HOURS BY WBS

The Offeror shall populate the template provided in **Attachment 5-4** (Labor Hours by WBS) for the Offeror, each Major Subcontractor, and a total of other contractors, in accordance with the following instructions:

The completed templates shall follow the traditional parent-child WBS format (i.e. those WBS elements in Level 1 of the template shall be the sum of those WBS elements in Level 2 and the WBS elements in Level 2 shall be the sum of those in Level 3, etc.). The contractor-completed templates shall each contain the same WBS elements to at least the same WBS Level provided in **Attachments 5-4 and 5-5** (that is, the same WBS shall exist in each of the worksheets within a workbook, and across workbooks to the level specified in **Attachments 5-4 and 5-5**). If there are no costs associated with a certain WBS element, the contractor shall place a zero in the appropriate cell(s) as a placeholder. This data shall be provided in Microsoft Excel spreadsheet format with formulas in place to perform the necessary summing functions. The Offeror shall include subcontractor labor hour totals in its Attachment 5-4 submission to the Government. This shall be accomplished by adding additional rows to the fourth level WBS to segregate the Prime Offeror, Major Subcontractor, and other subcontractor costs. The Offeror and Subcontractor shall work together to ensure the total from the Subcontractor Attachment 5-4 matches the total used in the Offeror's Attachment 5-4.

The Offeror/Major Subcontractor shall provide definitions of all functional labor categories referred to in this proposal.

Additionally, the Offeror and each Major Subcontractor shall provide a table of the following conversions, specific to its respective accounting system (contractor format). Conversions shall be provided for each labor category and site that is used in the proposal. If the conversions do not differ by labor category or site, the Offeror/Major Subcontractor shall clearly state so.

- Number of direct labor hours per Manmonth
- Number of direct labor hours per Manyear

ATTACHMENT 5-5: LABOR DOLLARS BY WBS

The Offeror shall populate the template provided in **Attachment 5-5** (Labor Dollars by WBS) for the Offeror, each Major Subcontractor, and a total of other contractors, in accordance with the following instructions:

The completed templates shall follow the traditional parent-child WBS format (i.e. those WBS elements in Level 1 of the template shall be the sum of those WBS elements in Level 2 and the WBS elements in Level 2 shall be the sum of those in Level 3, etc.). The contractor-completed templates shall each contain the same WBS elements to at least the same WBS Level provided in **Attachments 5-5** (that is, the same WBS shall exist in each of the worksheets within a workbook, and across workbooks to the level specified in **Attachments 5-5**). If there are no costs associated with a certain WBS element, the contractor shall place a zero in the appropriate cell(s) as a placeholder. This data shall be provided in Microsoft Excel spreadsheet format with formulas in place to perform the necessary summing functions. The Offeror shall include subcontractor labor dollar totals in its Attachment 5-5 submission to the Government. This shall be accomplished by adding additional rows to the fourth level WBS to segregate the Prime Offeror, Major Subcontractor, and other subcontractor costs. The Offeror and Subcontractor shall work together to ensure the total from the Subcontractor Attachment 5-5 matches the total used in the Offeror's Attachment 5-5.

ATTACHMENT 5-6 and 5-7: MATERIAL DOLLARS BY WBS/SUBCONTRACTOR DOLLARS BY WBS

The contractor shall populate the templates provided in (**Attachments 5-6 & 5-7**) for the Offeror, each Major Subcontractor, and a total of other contractors in accordance with the following instructions:

The completed templates shall follow the traditional parent-child WBS format (i.e. those WBS elements in Level 1 of the template shall be the sum of those WBS elements in Level 2 and the WBS elements in Level 2 shall be the sum of those in Level 3, etc.). The contractor-completed templates shall each contain the same WBS elements to at least the same WBS Level provided in **Attachments 5-6 through 5-7** (that is, the same WBS shall exist in each of the worksheets within a workbook, and across workbooks to the level specified in **Attachments 5-6 through 5-7**). If there are no costs associated with a certain WBS element, the contractor shall place a zero in the appropriate cell(s) as a placeholder. This data shall be provided in Microsoft Excel spreadsheet format with formulas in place to perform the necessary summing functions. The Offeror shall include subcontractor material dollar/subcontractor dollar cost totals in its Attachment 5-6 and 5-7 submission to the Government. This shall be accomplished for Attachment 5-6 only by adding additional rows to the fourth level WBS to segregate the Prime Offeror, Major Subcontractor, and other subcontractor costs. The Offeror and Subcontractor shall work together to ensure the total from the Subcontractor Attachment 5-6 and 5-7 matches the total used in the Offeror's Attachment 5-6 and 5-7.

ATTACHMENT 5-8: OTHER DIRECT COST BY WBS

The contractor shall populate the templates provided in **Attachment 5-8** (ODC Dollars by WBS) for the Offeror, each Major Subcontractor, and a total of other contractors in accordance with the following instructions:

The completed templates shall follow the traditional parent-child WBS format (i.e. those WBS elements in Level 1 of the template should be the sum of those WBS elements in Level 2 and the WBS elements in Level 2 should be the

sum of those in Level 3, etc.). The contractor-completed templates shall each contain the same WBS elements to at least the same WBS Level provided in **Attachments 5-8** (that is, the same WBS shall exist in each of the worksheets within a workbook, and across workbooks to the level specified in **Attachment 5-8**). If there are no costs associated with a certain WBS element, the contractor shall place a zero in the appropriate cell(s) as a placeholder. This data shall be provided in Microsoft Excel spreadsheet format with formulas in place to perform the necessary summing functions. NOTE: Include Travel Dollars with ODC. The Offeror shall include subcontractor ODC cost totals in its Attachment 5-8 submission to the Government. This shall be accomplished by adding additional rows to the fourth level WBS to segregate the Prime Offeror, Major Subcontractor, and other subcontractor costs. The Offeror and Subcontractor shall work together to ensure the total from the Subcontractor Attachment 5-8 matches the total used in the Offeror's Attachment 5-8.

Other direct costs (ODCs) are defined as costs not previously identified as a direct material cost, direct labor cost, or indirect cost. In other words, other direct cost (ODC) is a cost that can be identified specifically with a final cost objective that the Offeror does not treat as a direct material cost or a direct labor cost. Examples of the types of cost that are commonly included as other direct costs include: Travel, Special tooling and test equipment, Computer services, Consultant services, Travel, Federal excise taxes, Royalties, Preservation, packaging, and packing costs, Preproduction costs. These amounts are non-fee bearing and are all inclusive (including contractor burdens such as General & Administrative expense, etc.) and are associated with a specific Cost Type CLIN.

ATTACHMENT 5-9: BILL OF MATERIAL (BOM)

The Offeror shall provide a list of the BOM (**Attachment 5-9**) broken out by WBS, as defined in **Attachment 5-2**, for each Major Subcontractor and a summary for all items that constitute 80% of the BOM costs (including IDTs for Material). There shall be traceability between the BOM and BOE by WBS. The BOM shall be complete and represent the configuration on which the Offeror/Major Subcontractor bases their cost. Equivalent Offeror/Major Subcontractor formats may be used for information required in **Attachment 5-9**, however, precise instructions must be provided by the Offeror/Major Subcontractor showing traceability to the Government attachment. Provide the total dollar value of the remaining percent not included in the BOM for traceability. The Offeror shall include subcontractor BOM cost totals in its Attachment 5-9 submission to the Government. The Offeror and Subcontractor shall work together to ensure the total from the Subcontractor Attachment 5-9 matches the total used in the Offeror's Attachment 5-9.

The BOMs shall include the following (**Attachment 5-9**):

- WBS Number
- WBS Element Description
- Item Description
- Vendor Identification
- Basis of Price (i.e. Written quote, Verbal quote, Estimate, Analogy, FFP, Historical Actuals, etc.)
- Basis of Requirement - how do you know you need this item? (i.e. drawing, engineering estimate, similar program)
- Identification of whether the part is make, sole source or competitively procured
- Identification of Cost Category (i.e., Raw Material, Purchased Part, Purchased Equipment, Subcontract, and IDTs)
- Quantity
- Unit price
- Total Extended $ without burden
- Total Recurring $
- Total Nonrecurring $
- Long Lead (check marks)

Long lead items shall be noted with a check mark. Additionally, **Attachment 5-9** shall also be completed identifying Long Lead material only.

Any burdens associated with BOM shall be included in the **Attachment 5-1**.

See revised BOM instructions for additional information on filling out the revised Attachment 5-9.

ATTACHMENT 5-10: LIST OF ANALOGOUS PROGRAMS

The Offeror shall provide a list of subcontracts, if any, which are not included in the BOM. This includes IDTs for services, List of Historical Analogous Programs (**Attachment 5-10**)

The Offeror/Major Subcontractor shall provide a collection of narrative summary descriptions of all analogous programs used throughout the proposed estimates contained in CLIN 0001. These narrative descriptions shall contain, at a minimum, the following information:

- Name of the program
- Name of the customer (such as a commercial company or Government agency)
- The total value of the program as well as the total value of the Offeror's/Major Subcontractor's contribution to that program (in cases where those are not one and the same),
- A top level delivery schedule of both the total program and the Offeror's/Major Subcontractor's contribution where those are not one and the same.

ATTACHMENT 5-11: SOFTWARE INFORMATION

For each of the WBS elements in the contract cost/price, the Offeror shall provide nonrecurring software information included in **Attachment 5-11** for the Offeror, each Major Subcontractor, and a total of other contractors. This information shall be provided for any element in the proposal where software development is included in the estimate. The Offeror shall include subcontractor software development cost totals in its Attachment 5-11 submission to the Government. The Offeror and Subcontractor shall work together to ensure the total from the Subcontractor Attachment 5-11 matches the total used in the Offeror's Attachment 5-11. If relevant analogous programs are used for substantiation, then the Offeror/Major Subcontractor shall provide the following data:

- Equivalent source lines of code in units
- Productivity rate (provide insight on how the numeric data was derived) per man-month/man-hours
- Effort in man-months/man-hours
- Description of Effort (i.e. development, reuse, etc.)
- Actual development, maintenance and rework (if applicable) cost in Then-Year dollars (TY$)
- Development schedule
- Description of personnel environment and technical attributes
- The percentage of responsibility with the specific analogous program, summary of why it is relevant to GPNTS, and provide ground rules & assumptions (i.e. hours per month).

Since the definitions of what activities are (or are not) included in software development may differ from one company to the next, the Offeror/Major Subcontractor shall clearly explain what activities are reflected in the proposed effort(s) as well as in the analogous program(s).
If the Offeror/Major Subcontractor uses a commercially available software-modeling tool for either substantiation or as a cross-check, the populated software cost model shall be provided.
The Offeror/Major Subcontractor shall describe how much of the software is off-the-shelf, modified off-the-shelf (provide details as to the extent of modifications), reused code, and newly developed code. The Offeror/Major Subcontractor shall describe the anticipated programmer productivity by comparing productivities experienced on analogous programs and indicating the programming languages used. The Offeror/Major Subcontractor shall clearly indicate what phases from the list below (taken from the SRDR DD Form 2630-3) are included in the productivity factors. If using a COTS software product to estimate software, all parameters used shall be provided.

- Software Requirements Analysis
- Software Architecture and Detailed Design
- Software Coding and Unit Testing
- Software Integration and System/Software Integration
- Software Qualification Testing
- Software Development Test and Evaluation
- Other Direct SW Development Efforts

Information to be provided shall also include the lines of code per element, the methodology for the estimated lines of code, and the WBS element(s) under which development costs are included. The definition of a "line of code" shall be provided in terms of the language in which it is written and identification of host hardware.

The Proposal WBS does indicate where software development may occur, however, the Offeror/Major Subcontractor shall include and identify software costs where appropriate (all applicable WBS elements, **not** limited to just the elements labeled as "software") in the WBS elements included in **Attachment 5-2** and shall demonstrate the traceability of these costs to the data captured in **Attachment 5-11**.

The Government realizes that the Offeror's/Major Subcontractor's proposed design may utilize alternative technical solutions for software development. If Application Specific Integrated Circuits (ASICs) or similar software-intensive hardware items are part of the proposed design, the Offeror/Major Subcontractor shall provide a narrative description, to include associated costs and technical complexity, which addresses the following issues:

- Design specification development
- Logic design development
- Verification
- Physical design
- Fabrication of the chip
- Testing and Qualifications
- The percentage of ASIC cost accounted for by each of the above efforts
- The number of chips designed and their associated recurring & nonrecurring costs
- The integration cost of ASICs developed by the Offeror/Major Subcontractor, or procured as COTS

Also, if the Offeror/Major Subcontractor plans to utilize other approaches that will streamline the software development effort (e.g. "turbo" code), the Offeror/Major Subcontractor shall ensure that those approaches and their associated costs are fully substantiated.

CONTRACTOR RATES (applicable to CLINs 0001, 1005, 2005, 3005, 4005, 5005 and 6005). The Offeror and each major subcontractor shall provide the rates used in the proposed cost in accordance with the format described in this section. Due to the proprietary nature of company rates, this information may be presented separately for each Offeror and major subcontractor. A trace to the cost reimbursable CLINs shall be included to ensure the proper application of the rates. The Offeror shall use Government Fiscal Year (GFY) rates in developing the estimate. If for accounting purposes, the Offeror uses a yearly base different from the GFY base, a detailed description is required.

ATTACHMENT 5-12: INDIRECT RATES (applicable to CLINs 0001, 1005, 2005, 3005, 4005, 5005 and 6005)

The Offeror and major subcontractors shall submit the indirect rates used in the proposal. Sample indirect rate accounts are listed below.

- Engineering Overhead
- Manufacturing Overhead
- General & Administrative (G&A)
- Material Handling Overhead

- Facilities Capital Cost of Money (FCCM)

The Offeror and major subcontractors shall include a projection of indirect rates that assumes the award and inclusion of the GPNTS contract in the business base. Any changes to the current Forward Pricing Rate Agreement (FPRA) indirect rates due to variation of the business base or other factors impacting the rates shall be fully described and justified.

The Offeror and major subcontractors shall describe and substantiate the development of composite indirect rates that represent a combination of company labor categories, functional elements, or Government Fiscal Year accounts. Furthermore, the Offeror and major subcontractors shall submit detailed definitions for each indirect rate account (overhead pool). Definitions shall identify for each account: (1) the specific costs that accrue to it and (2) a breakout of the top 80% of the costs. If the Offeror has a Forward Pricing Rate Agreement (FPRA) or a Forward Pricing Rate Proposal (FPRP) which has been approved by DCAA for use on proposal submission the Offeror is not required to describe, substantiate or provide definitions of indirect rates. The Offerors shall identify the effective date of the FRPA/FPRP that is in place at the time of proposal submission.

ATTACHMENT 5-13: DIRECT RATES (applicable to CLINs 0001, 1005, 2005, 3005, 4005, 5005 and 6005)

The Offeror and major subcontractors shall provide the most current rates, for each cost center, that are in effect at the time of proposal submission. This shall include the current FPRA direct labor rates, the projected direct labor rates assuming contract award, the current company labor categories, and the mix of company labor categories proposed for this contract. The Offeror and major subcontractors shall document the development of composite direct rates, which represent a combination of company labor categories, functional elements, or Government Fiscal Year accounts. In addition, the Offeror and major subcontractors shall submit detailed definitions for each direct labor category. The Offeror and major subcontractors shall also include the basis for any projected annual increases and any other factors applied to direct rates. If the Offeror has a Forward Pricing Rate Agreement (FPRA) or a Forward Pricing Rate Proposal (FPRP) which has been approved by DCAA for use on proposal submission the Offeror is not required to document the development of, provide definitions, or include a basis for direct rates. The Offerors shall identify the effective date of the FRPA/FPRP that is in place at the time of proposal submission.

Using the rates identified in **Attachments 5-12 and 5-13**, the Offeror and subcontractors shall price the labor mix provided in the ESS Summary paragraph. The Offeror shall segregate the hours the prime will perform and each subcontractor will perform.

ATTACHMENT 5-14: ESS SUMMARY (Applicable to option CLINs 1005, 2005, 3005, 4005, 5005, and 6005)

The Offeror and all Subcontractors shall provide information to support evaluation of the labor mix for the ESS CLINs identified in the ESS summary paragraph. For evaluation of ESS pricing the Offeror and all Subcontractors shall provide the direct and indirect costs for both the prime contractor and all subcontractor. The Offeror shall include subcontractor cost totals in its Attachment 5-14 submission to the Government. The Offeror and Subcontractor shall work together to ensure the total from the Subcontractor Attachment 5-14 matches the total used in the Offeror's Attachment 5-14.

<u>Pricing Information for LRIP and FRP</u> (Applicable to Option CLINs 1000-1002, 2000-2002, 3000-3002, 4000-4002, 5000-5002 and 6000-6002, if options are exercised.)

The Offeror shall provide information to support evaluation of the unit prices proposed for the LRIP an FRP hardware quantities indentified in Section B of the RFP. For evaluation of LRIP hardware pricing, the offeror shall provide a narrative description of its pricing approach for the quantities contained in Section B, including the estimating techniques used, learning curve assumptions, quantity discounts, and formulas applied to derive the prices.

For the FRP hardware, the Offeror shall provided a narrative description of its pricing approach for the FRP quantities provided in Section B, including the estimating techniques used, learning curve assumptions, quantity discounts, and formulas applied to derive the prices.

The price for each GPNTS configuration shall include all material costs, subcontract costs, other direct costs (to include license fees for use of commercial components, if applicable), direct and indirect engineering and manufacturing labor costs, inclusive of, but not limited to, systems engineering, program management, and configuration and data management activities, other indirect costs included in approved Forward Pricing Rate Agreements, and profit. The learning curve may also include escalation.

3.3 VOLUME III – CONTRACT DOCUMENTS

This volume is the Offeror's contractual commitment, complete in every respect and ready for acceptance by the Government. The Offeror's proposal shall be signed by a company official having actual authority to bind the contractor contractually. Use contract number N00039-10-R-0032 everywhere a contract number is required.

3.3.1 SECTION A – COVER LETTER, SIGNATURE PAGE (SF33), COMPLETED SECTIONS B-K

The cover letter/signature page shall state that the proposal will remain valid for no less than 300 calendar days from the date the proposal is due. An executive of the company who possesses actual authority to contractually bind the Offeror shall sign the cover letter/signature page.
If the Offeror takes any exceptions to solicitation, those exceptions shall be provided in the cover letter of the Contract Volume. The Offeror shall provide a full explanation for all exceptions taken to the solicitation. Each exception shall be referenced to the applicable paragraph or contract line item number. Any material exceptions to the RFP may render the proposal unacceptable and ineligible for award on initial proposals.

The Space and Naval Warfare Systems Command (SPAWAR) may use non-Government personnel for tasks, which are administrative in nature to support this evaluation. The Government currently plans to use personnel from Booz Allen Hamilton. **Offerors shall expressly grant the Government permission to provide copies of all portions of their proposals to Booz Allen Hamilton in their cover letter.** Offerors that object to this organization assisting the Government with administrative tasks during the evaluation process shall expressly state such objections in their cover letter.

The offeror's proposal shall include a cover letter on the offeror's letterhead stationery and signed by an executive of the company who possesses authority to contractually bind the offeror. The cover letter shall acknowledge receipt of all amendments (if any are issued) to the RFP. The submittal letter shall identify all enclosures being transmitted as part of the response to the RFP. The letter shall reference the RFP number and acknowledge that it transmits an offer in response to the RFP. It shall state: (1) Commercial and Government Entity (CAGE) number, (2) Data Universal Numbering System (DUNs) Number, (3) Taxpayer Identification Number (TIN), (4) address(es) of the location(s) at which the offeror intends to perform the proposed effort, (5) state the name, address and telephone number of the cognizant DCAA audit office, (6) the name, address and telephone number of the cognizant Defense Contract Management Command (DCMC) office, and (7) a statement that the proposal is valid for no less than **300 calendar days** after the date established for receipt of offers. Prime contractors shall ensure that all first tier subcontractors include the information (items 1-7) in their cost proposal submission to the Government.

The offeror's proposal shall provide a completed RFP to include completed SF33 and Sections B – K.

3.3.2 SECTION B – SECURITY CLEARANCE LEVELS

Offerors must document that facilities and personnel proposed to perform this contract and requiring access to classified material as required by the contract possess at a minimum the security clearance levels required by the RFP (DD Form 254).

3.3.3 SECTION C – PROPRIETARY DATA PROTECTION AGREEMENTS (PDPAs)

In accordance with solicitation provision "Notification of use of Contractor Support", offerors shall provide fully executed PDPAs between the Offeror and Booz Allen Hamilton in which the Offeror agrees to allow access to its proposal by employees of Booz Allen Hamilton who work under support contracts to PMW/A 170 and which obligate the support personnel from these companies to protect such data from unauthorized use or disclosure in accordance with the terms of the agreements.

3.3.4 SECTION D – ORGANIZATIONAL CONFLICT OF INTEREST (OCI) MITIGATION PLAN(s)

The Offeror shall submit draft versions of any required OCI Mitigation Plans, consistent with the guidance contained in the "Organizational Conflict of Interest" section in Section L.

3.3.5 SECTION E – 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 (or approved comprehensive plan), as part of Volume III. Failure to submit and negotiate a subcontracting plan acceptable to the Contracting Officer shall make the offer ineligible for award of a contract.

3.3.6 SECTION F – FOREIGN OWNED SUBCONTRACTORS

The proposed Offeror shall identify any and all potential foreign-owned subcontractors they intend to team with for the procurement in the following format:

Name of Subcontractor:	
Country of Origin:	
Date of executed Technical Assistance Agreement (TAA):	

The Offeror shall provide a copy of the executed TAA within the Contracts Volume. In the event that a TAA is not in place at the time of proposal submission, the Offeror shall provide a copy of a draft TAA for Government review. The Offeror shall ensure that the TAA will be in place prior to the award of the contract. The Offeror shall ensure all applicable subcontractor flow down clauses are complied with by the all subcontractors, including foreign-owned.

(End of provision)

L-335 ESTIMATED EFFECTIVE AWARD DATE (DEC 1999)

For Bidding/Proposal purposes the estimated effective date of contract award is 15 July 2011.

Deleted: 02

Deleted: May

(End of provision)

L-341 USE OF GOVERNMENT PROPERTY IN OFFEROR'S POSSESSION (DEC 1999)

If the offeror intends to use in the performance of the work required hereunder any Government-owned facilities, special test equipment, or special tooling, it shall so advise in its response hereto and shall include in such response the value of such property, the number of the contract(s) under which such property was acquired, the rental provisions of such contract(s) and such other information as may be relevant. In addition to the above, the offeror shall obtain and then include in its proposal, the written concurrence in its proposed use of the property from the Contracting Officer having cognizance of such property.

(End of Provision)

L-349 SUBMISSION OF ELECTRONIC PROPOSALS (SEP 2003)

Offerors shall submit one (1) signed paper version of their entire proposal to Space and Naval Warfare Systems Command, Attn: Frederick D. Renz, Code 02A2-D, 4301 Pacific Highway, San Diego 92110-3127 not later than 10:00 a.m. San Diego, CA time on 20 April 2011. The offeror's original proposal shall be prepared on standard 8 1/2" by 11" paper, single-spaced, with 1" minimum margins. Foldouts may be used, but shall be no larger than 17" by 11", shall be printed on one side only, and shall count as two pages. The type used shall be no smaller than Times New Roman, 8-point. Tables, drawings and graphics may be single spaced, with type no smaller than Times New Roman, 8-point.

Deleted: 2

Deleted: October

Deleted: 0

Offerors shall also submit their proposals electronically to SPAWAR under the instructions contained in this provision. Electronic proposals must be identical to the signed paper proposal submission and all text documents shall be prepared in Microsoft WORD 2007 and converted to searchable "PDF" documents for submission. All Microsoft EXCEL 2007 and Microsoft PROJECT 2007 documents shall be submitted in the orginial electronic format. 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 URL https://e-commerce.spawar.navy.mil.

E-Proposal files shall not contain classified data. The offeror's e-proposal files shall be structured and named in accordance with the conventions outlined in the table below. The full name for each file will consist of solicitation number, offeror name, volume, and content type suffix (e.g. *N0003908R0002.OFFEROR_NAME.V1.TASK.pdf*). Files submitted as attachments or enclosures shall be indicated by adding .ENCLx or .ATTx, where x is the sequential attachment/enclosure for each file (e.g. *N0003908R0002.OFFEROR_NAME.V2.COST.ATT1.xls*).

NUMBER OF PAPER COPIES	VOLUME	SECTION L REFERENCE	PAGE LIMIT	SECTION SUFFIX
1	**I. TECHNICAL PROPOSAL**			
	Section A - Technical Approach (Factor 1)	**3.1.1**	**95 pages total (exclusive of Subfactor 1.2, which is not page limited).**	**V1.TECH**
	System Design (Subfactor 1.1)	3.1.1.1		
	Software Development Approach (Subfactor 1.2)	3.1.1.2	No page limit.	
	Information Assurance (IA) (Subfactor 1.3)	3.1.1.3		
	Test and Evaluation (T&E) (Subfactor 1.4)	3.1.1.4		
	Integrated Logistics Support (Subfactor 1.5)	3.1.1.5		
	Section B – Technical Data Rights (Factor 2)	**3.1.2**	**No page limit**	**V1.DATA**
	Section C - Management Approach (Factor 3)	**3.1.3**	**See below.**	**V1.MGMT**

Deleted: 7

	Integrated Master Schedule/Integrated Master Plan (Subfactor 3.1)	3.1.3.1	No page limit.	
	Program Management Approach (Subfactor 3.2)	3.1.3.2	30 pages	
	Section D – Relevant Past Performance (Factor 4)	**3.1.4**	**3 pages total per reference (Exclusive of CPARS evaluations (if provided))**	**V1.PAST**
	Section E - Small Business Participation (Factor 5)	**3.1.5**	**Ten (10) pages total (excluding SF-294s, copies of binding agreements, enforceable comments, and letters of intent)**	**V1.SBP**
	Section F - Correlation Matrix	**3.1.6**		**V1.MATX**
1	**II. Cost/Price Proposal (Factor 6)**	**3.2**	**No page limit**	**V2.COST**
			No page limit	
1	**III.Contract Documents**	**3.3**		**V3. CONTRACT**
	Section A: Letter of Transmittal, Completed Standard Form (SF) 33, and Completed RFP Sections B - K	3.3.1	3 pages maximum for Letter of Transmittal	
	Section B: Security Clearance Levels	3.3.2	No page limit	
	Section C: Proposal Access Agreements	3.3.3	No page limit	
	Section D: Organizational Conflict of Interest Mititgation Plan(s)	3.3.4	No page limit	
	Section E: Small Business Subcontracting Plan	3.3.5	No page limit	
	Section F: Foreign Owned Subcontrators	3.3.6	No page limit	

Deleted: 25

Adobe Acrobat version 4.01 or greater shall be used to create the "PDF" files. All attachments that are required in Excel shall be provided in soft copy in Microsoft Excel 2007 **with all formulas intact**. Additionally, all text (e.g., BOEs) shall be provided in a searchable format (e.g., PDF). Any table that is provided in the cost volume shall either be in MS Excel **with all formulas intact** or shall have a backup in MS Excel **with all formulas intact**. The IMS shall be submitted in Microsoft Project 2007.

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

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.

The electronic submission governs for the purpose of 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. 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 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)

NOTIFICATION OF USE OF CONTRACTOR SUPPORT

Pursuant to 41 U.S.C.419, Federal Acquisition Regulation (FAR) 37.204, and other applicable laws and regulations, contractor support personnel from Booz Allen Hamilton under contract **N00178-04-D-4024, task order NS22,** will be used for administrative support during the evaluation of proposals submitted in response to this solicitation. Examples of administrative support include document control, arranging facilities, organizing proposals, note taking in source selection meetings, transcribing, and finding references within documents. This support will not include analyzing or reviewing proposals, answering technical questions, writing draft reports, or any other tasks requiring the rating or scoring of the proposal itself.

Responses to this solicitation MUST clearly state whether permission is granted or not granted to allow contractor support personnel from the company identified above access to the contractor’s proposal. Should such permission be denied, the Government will review the contractor’s proposal without the contractor support identified. Offerors are encouraged to execute a proposal access agreement with Booz Allen Hamilton. The points of contact for the companies are listed below:

Company	Point of Contact
Booz Allen Hamilton	Rick Burroughs (burroughs_richard@bah.com)

ORGANIZATIONAL CONFLICT OF INTEREST

The offeror's attention is directed to FAR Subpart 9.5 relating to organizational conflicts of interest. Any resultant contract will provide for the design, development, testing and delivery of the GPNTS system. Offerors shall recognize that performing this effort may result in a potential or actual conflict of interest as defined by FAR 2.101 and FAR 9.5. The term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor of the contractor and any subcontractors of the contractor. Contractors shall identify and describe any contractual support they are presently providing to PEO C4I and/or SPAWAR, and/or other organizations/agencies that may have a relationship to GPNTS (including but not limited to OPNAV N2/N6F, Naval Sea Systems Command (NAVSEA), Commander Operational Test and Evaluation Force (OPTEVFOR), and the Air Force GPS Wing). If a potential Organizational Conflict of Interest exists, the Offeror shall provide an Organizational Conflict of Interest Mitigation Plan as part of their proposal. It is the Government's intent to avoid, neutralize, or mitigate potential conflicts as early in the acquisition process as possible.

An OCI mitigation plan, if submitted, should address but not be limited to the following information:

(a) How the company plans to identify and track actual or potential OCIs;

(b) How source selection information or proprietary data will be physically safeguarded (including detailed job descriptions of personnel whose work creates the appearance of a potential or actual OCI);

(c) How company personnel working on the contract will be segregated from the rest of the company workforce and if need be, report through separate chains of command;

(d) How data security measures, including computer workstations dedicated to the contract will be in separate, secure areas and require unique passwords for access;

(e) How the company handles an improper disclosure of sensitive information and how that is communicated to the Contracting Officer;

(f) How the OCI clause is flowed down to subcontractors and how that process is administered;

(g) Training of personnel in their non-disclosure and procurement integrity responsibilities and penalties the company may impose if sensitive information is disclosed; and

(h) The process the company goes through to obtain Non-Disclosure Agreements executed between it and subcontractors as well as those signed by company employees

A mitigation plan should be submitted if the offeror provides support to the listed organizations/agencies or other organizations/agencies so as to create the appearance of an OCI. If applicable, the plan should state in detail why the offeror's support contracts do not create an OCI. If an offeror has previously submitted a mitigation plan and had that plan approved as sufficient, the offeror will submit the plan with its proposal and include any updated information.

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
https://www.acquisition.gov/far

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

M-306 EVALUATION--RENT-FREE USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (JAN 1992)

To eliminate any competitive advantage arising from the use of Government production and research property on a rent-free basis, an evaluation factor will be applied to the offer involving such rent-free use. The evaluation factor shall be determined by prorating the rent between the proposed contract and other work utilizing such property, as prescribed in FAR 45.205, to find the prorate share applicable to the proposed contract. Offerors offering rent-free use shall provide information as to total rental charges for a period equivalent to the free rental period as well as an estimate of the required usage of the property in the performance of the contract.

(End of provision)

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

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

(b) Proposals will be rated and ranked on the evaluation factors listed below. It should be noted that cost is not a numerically weighted factor. Although technical factors are significantly more important than cost, cost is an important actor and should be considered when preparing responsive proposals. The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the offerors within the competitive range are considered essentially equal in terms of technical capability, or when cost is so significantly high as to diminish the value of the technical superiority to the government, cost may become the determining factor for award. In summary, cost/technical trade-offs will be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation factors.

(c) The Government intends to award a contract without discussions as permitted by FAR 15.306(a) and 52.215-1. Therefore offerors are cautioned not to submit an offer which takes exception to any term or condition of the RFP or imposes any additional condition or omits any required information. The Government reserves the right to conduct discussions and to permit offerors to revise their proposals if it is determined to be in the best interest of the Government.

Note that the Government will not award a contract to an Offeror's team that has an organizational conflict of interest unless an approved mitigation plan is on file with the Contracting Officer.

(d) Evaluation of an offeror's proposal shall be based on the information presented in the proposal and information available to the contracting office from sources deemed appropriate. Sources typically considered Defense Contract Audit Agency, Defense Contract Management Administration offices, other contracts with same firms for similar items or services, known commercial sources such as Data Resources, Inc., Standard and Poor, etc. Proposals which are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of cost, may be deemed to be reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subject judgment on the part of the Government evaluators is implicit in the entire process.

(e) The relative importance of the factors/subfactors is as follows:

Factors 1 – 5 are in descending order of importance: Factor 1 (Technical Approach) is more important than Factor 2 (Technical Data Rights); Factor 2 (Technical Data Rights) is more important than Factor 3, (Management Approach); and Factor 3 (Management Approach) is more important than Factor 4, (Relevant Past Performance); Factor 4, (Relevant Past Performance) is more important than Factor 5, (Small Business Participation). Factors 1, 2, 3, and 4 when combined are significantly more important than Factor 5. Factors 1-5, when combined, are significantly more important than Factor 6 (Cost/Price).

Within Factor 1 (Technical Approach), Subfactors 1-5 are in descending order of importance with Subfactor 1 (System Design) more important than Subfactor 2 (Software Development Approach); Subfactor 2 (Software Development Approach) more important than Subfactor 3 (Information Assurance (IA) Approach); Subfactor 3 more important than Subfactor 4 (Test and Evaluation (T&E) Approach); Subfactor 4 (Test and Evaluation (T&E) Approach) more important than Subfactor 5 (Integrated Logistics Support Approach).

Within Factor 3 (Management Approach), Subfactors 1 and 2 are in descending order of importance with Subfactor 1 (Integrated Master Schedule/Integrated Master Plan) more important than Subfactor 2 (Program Management Approach). .

(f) The evaluation factors and subfactors are as follows:

3.1.1 FACTOR 1 – TECHNICAL APPROACH: The Government will evaluate the Offeror's proposed Technical Approach (hardware and software) to design, develop, and test the GPNTS system. The Technical Approach factor contains the following five (5) subfactors:

3.1.1.1 Subfactor 1.1 – System Design. The Government will evaluate the extent to which the Offeror's GPNTS system design (hardware and software) meets the threshold requirements of the GPNTS Technical Requirements Document (TRD) for the following GPNTS System Elements:

(a) Real Time Component (RTC) (TRD Section 3.3)
(b) System Access Component (SAC) and Indirect SAC (TRD Section 3.4; TRD Appendix B)
(c) Time and Frequency Component (TFC) (TRD Section 3.5)
(d) GPS Receiver Module (TRD Section 3.6)
(e) Crypto Distribution (TRD Appendix A)

The Government will also evaluate the extent to which the Offeror's GPNTS design satisfies the requirements for the multiple configurations identified in TRD Section 3.10.

The Government will evaluate the extent to which the Offeror's system design (hardware and software) addresses open architecture tenets and employs a modular, standards-based open systems approach, as well as the extent to which the offeror's design incorporates the design tenets of interoperability, extensibility, maintainability, and composeability. The Government will evaluate the Offeror's approach for selecting and adhering to the standards it selected for inclusion in its system design. The Government will evaluate the extent to which the interfaces selected will accommodate technology insertion (hardware and software) and facilitate the reuse of alternative or reusable modular system elements.

If the Offeror proposes to reuse existing software as part of its design, the Government will evaluate the rationale for the software that was selected for reuse.

The Government will evaluate the extent to which the offeror's system design minimizes reliance on proprietary, vendor unique, or closed software and/or hardware elements and the extent to which the use of proprietary, vender unique or closed elements hinder the Government's ability to do the following (see list below). In the event that proprietary, vendor unique, or closed elements are included in the offeror's system design, the Government will evaluate the offeror's justification for selection of such components. The offeror will receive favorable consideration for proposing a system design that minimizes reliance on proprietary, vendor unique, or closed elements.

- Enable Government to separately purchase its own equipment and assemble GPNTS configurations in Government labs;
- Enable third party Government or contractor teams to integrate additional hosted applications;
- Enable third party Government or contractor teams to do LRIP/Full Rate Production installations;
- Enable third party Government or contractor teams to perform ISEA functions;
- Enable hand off of design documents, install documents, and software to the LRIP/Full Rate Production contractor for production; and
- Enable hand off of design documents and software to the LRIP/Full Rate Production contractor for modifying and extending GPNTS design and GPNTS software.

The Government will evaluate the extent to which the Offeror's system design incorporates Non-Developmental Items and COTS items to meet the GPNTS performance requirements.

3.1.1.2 Subfactor 1.2 - Software Development Approach - The Government will evaluate the offeror's proposed software development approach to ensure it is appropriate for the system to be developed and

meets standard levels of completeness and process quality. The Government will evaluate how the Offeror's proposed processes are equivalent to CMMI Level capability level 3. For this evaluation, the Government will rely primarily on the draft SDP and the SDP Rationale.

The Government will evaluate the offeror's previous experience in developing software of the same nature as that being acquired with this solicitation. The Government will also evaluate the offeror's previous experience in developing software using the same or similar approach as proposed for this solicitation. The results of any standard model-based process maturity appraisals performed within 24 months prior to proposal submission, and the number of proposed staff experienced in using these processes will be part of the evaluation criteria.

3.1.1.3 Subfactor 1.3 - Information Assurance (IA) Approach. The Government will evaluate the extent to which the Offeror's proposed IA approach meets the requirements specified in Section 4.1.15 of the GPNTS SOW.

3.1.1.4 Subfactor 1.4 - Test & Evaluation (T&E) Approach. The Government will evaluate the extent to which the Offeror's T&E approach meets the requirements specified in Sections 4.1.9-4.1.9.5, 4.2.6-4.2.6.3 and 4.3.6-4.3.6.2 of the GPNTS SOW.

The Government will also evaluate the adequacy of the Offeror's proposed test facilities, and the offeror's approach for using modeling and simulation tools, and the rationale for any proposed Special Test Equipment.

3.1.1.5 Subfactor 1.5 - Integrated Logistics Support (ILS) Approach. The Government will evaluate the extent to which the Offeror's ILS approach meets the requirements specified in Sections 4.1.12-4.1.12.5, and 4.2.11 of the GPNTS SOW. The Government will evaluate the offer's approach for minimizing life cycle sustainment costs (hardware and software) for a 20 year period.

Deleted: 4.2.3

Deleted: 3.3

3.1.2 FACTOR 2 – TECHNICAL DATA RIGHTS: The Government will evaluate the extent to which the rights offered by the Offeror allow unimpeded, cost effective, installation, maintenance, production, operation and upgrade of the GPNTS system throughout its lifecycle; and allow for future competitive procurements of the GPNTS system. The Government will evaluate the extent to which the Offeror proposes to provide to the Government the rights to which the Government is entitled in accordance with DFARS 252.227-7013 and 252.227-7014, in the TD, CS and/or CSD to be delivered under the contract, including but not limited to engineering diagrams, analysis, reports and designs. In the event the Offeror proposes to deliver any commercial or noncommercial TD/CS/CSD with less than such rights as desired by the Government, the Government will evaluate the impact on the Government's ability to use, modify, release or disclose such TD, CS, and/or CSD.

The Offeror will receive favorable consideration for proposing to provide GPR, or better, as defined by DFARS 252.227-7013 and 252.227-7014 in TD, CS and/or CSD that might otherwise have been delivered with more restrictive rights in accordance with the DFARS data and software rights clauses contained in the solicitation. However, an Offeror will not be deemed non-responsive if it offers to provide rights more restrictive than GPR on any portion of the technical data, computer software, or computer software documentation to be delivered under this contract for which it is entitled to assert those restrictions pursuant to the DFARS clauses. The Government's goal of acquiring GPR is not a condition of award; rather it is a factor in the source selection decision.

3.1.3 FACTOR 3 - MANAGEMENT APPROACH. The Government will evaluate the Offeror's proposed management approach for the GPNTS design, development, and production efforts. The Management Approach factor consists of the following two subfactors.

3.1.3.1 Subfactor 3.1 - Integrated Master Plan (IMP)/Integrated Master Schedule (IMS). The Government will evaluate the extent to which the Offeror's proposed IMP identifies all activities required to complete the design and development required by CLIN 0001. The Government will also evaluate the extent to which the efforts identified in the IMP correspond to the content defined in the SOW and the IMS. The

Government will evaluate the extent to which the Offeror's IMS identifies major program milestones, tasks, task interrelationships and dependencies, and task durations to meet the design and development requirements of CLIN 0001.

3.1.3.2 Subfactor 3.2 - Program Management Approach. The Government will evaluate the proposed program management approach for managing and directing the GPNTS design, development, and production efforts. This evaluation will include an assessment of the policies, plans, and procedures that will be used to manage cost, schedule, and performance risk. The Government will also evaluate the extent to which the Offeror's proposed organizational structure supports the program management approach, and identifies lines of responsibility, authority, and communication through which design, development, and production activities will be managed, including the offeror's approach for managing subcontractor efforts. The Government will evaluate whether the Offeror's Earned Value Management System to be used is in accordance with DFARS clause 252.234-7001 Notice of Earned Value Management System and DFARS clause 252.234-7002 Earned Value Management System for CLIN 0001 only. The Government will also evaluate the extent to which the Offeror's EVMS documentation or evidence shows Defense Contract Management Agency (DCMA) EVMS validation/acceptance and is in accordance with ANSI/EIA-748-B standards.

3.1.4 FACTOR 4 – RELEVANT PAST PERFORMANCE. The Government will evaluate the Offeror's management, cost, and technical performance with the design, development, integration, production, and testing of the following (listed in descending order of relevance):

(a) Military-grade positioning, navigation, and timing (PNT) systems for U.S. Navy applications.
(b) Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) systems for U.S. Navy applications.
(c) C4ISR systems for U.S. Department of Defense (DoD) applications.
(d) C4ISR systems for foreign military applications.
(e) Experience with large software development efforts for U.S. DoD applications.

The performance attributes the Government will assess include the Offeror's record of conforming to contract requirements, the Offeror's reputation for good workmanship; the Offeror's record of forecasting and controlling costs, the Offeror's record for adhering to contract schedules, the Offeror's reputation for reasonable and cooperative behavior, and commitment to customer satisfaction.

The Government reserves the right to use past performance information obtained from sources other than the offeror. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of proof of providing thorough and complete past performance information remains with the Offeror. The Offeror is cautioned that the Government may use past performance data provided by the Offeror in the development of performance risk assessments.

3.1.5 FACTOR 5 - SMALL BUSINESS COMMITMENT. The Government will evaluate the extent to which the offeror's Small Business Subcontracting Plan complies with the following subcontracting goals:

Small Business Categories	SPAWAR Target (Based on % of subcontractor amount)
Total Small Business (includes the below)	30%
Small Disadvantaged Business	5%
Women-Owned Small Business	5%
Veteran-Owned Small Business	3%
Hubzone	3%
Service-Disabled Veteran Owned Small Business	3%

The Government will evaluate the extent to which the offeror's most recent individual eSRS for each of the three (3) prime contracts submitted for evaluation or SF 295 if the Offeror is, or was, a participant in the DoD Comprehensive Subcontracting Plan Test Program during the period of performance for the contracts identified, demonstrates a good faith effort to meet Small Business Subcontracting Plan goals set forth in those contracts. The Government reserves the right to use small business past performance information obtained from sources other than the offeror, including eSRS, for its evaluation of offerors commitment to utilize small business. The Government will evaluate the extent to which the Offeror's proposal demonstrates a commitment to utilize small business.

Deleted: SF 294/ISR

Deleted: identified in the proposal as "Past Performance",

Deleted: /SSR

*Small Businesses include Small Disadvantaged Businesses, Women-Owned Small Businesses, Veteran Owned Small Businesses, Service Disabled Veteran Owned Small Businesses, HUB Zone Small Businesses, and Historically Black Colleges or Universities and Minority Institutions.

3.2 FACTOR 6 - COST/PRICE. The Government will perform an evaluation of all costs and prices proposed. This analysis will consist of cost analysis, cost realism analysis, and price analysis. Cost analysis and cost realism analysis will be performed on all firm and option cost reimbursement line items (except for the non-fee bearing ODC CLINs) in accordance with FAR 15.404-1(c) and FAR 15.404-1(d) respectively. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism analysis. Price analysis will be conducted in accordance with FAR 15.404-1(b) on all firm fixed price line items. In addition to evaluating the prices proposed, the Government will evaluate the extent to which evidence of unbalanced pricing exists, either between CLINs or between different quantities within one CLIN that may render a proposal unacceptable.

In addition to easily identifiable cost adjustments, unrealistic cost proposals may result in a re-evaluation and concurrent rescoring of technical proposals. Such re-evaluation based on cost or probable cost analysis could negatively impact the technical rating and ranking of the proposal.

The Government will arrive at a total evaluated proposed cost/price for each proposal by adding: (1) the total evaluated Cost Plus Target Fee for CLIN 0001; (2) FFP data rights amounts (if any) for the CDRL items identified in the pricing tables in Section B; (3) the total evaluated or Cost-Plus-Fixed-Fee (for CLINs 1005, 2005, 3005, 4005, 5005, and 6005; (4) the not to exceed (NTE) ODC amounts provided in Section L for CLINs 0005, 1007, 2007, 3007, 4007, 5007, and 6007; (5) for LRIP options (CLINs 1000-1002) a total evaluated price for a best esimated quantity of two (2) GPNTS Configurations As, six (6) GPNTS Configurations Bs, and two (2) GPNTS Configurations Cs; (6) for FRP options (CLINs 2000-2002, 3000-3002, 4000-4002, 5000-5002, and 6000-6002) a total evaluated price for a best estimated quantity of four (4) GPNTS Configuration As, twelve (12) GPNTS Configuration Bs, and four (4) GPNTS Configuration Cs for each option year; (7) the not to exceed amounts provided in Section L for Provisioning Item Order CLINs (CLINs 1003, 2003, 3003, 4003, 5003, and 6003); and (8) the not to exceed amounts provided in Section L for upgrade kit CLINs (CLINs 1004, 2004, 3004, 4004, 5005, and 6004).

(End of provision)

EVALUATION RATINGS

In evaluating proposals, the Government will assign a rating of Outstanding, Good, Satisfactory, Marginal, or Unsatisfactory to Factors 1 through 5 (Technical Approach, Technical Data Rights, Management Approach, Relevant Past Performance, and Small Business Utilization.)

A Neutral rating may be assigned for Factor 4 - Past Performance only.

Since it is impossible to anticipate the nature of each Offeror's proposal in advance or to describe the myriad qualities and considerations that could result in one of the below meanings for ratings, these definitions should be looked upon as examples of typical characteristics of that rating, and will be used as a guide or reference rather than a rigid measure to be followed word-for-word. Evaluators will be instructed to select the rating/definition that most closely fits the value or desirability of the Offeror's proposed performance.

The adjectival ratings for Factors 1, 2, and 3 (Technical Approach, Technical Data Rights, and Management

Approach are as follows:

OUTSTANDING: The response shows an exceptional understanding of the program goals, requirements, resources, schedules and other aspects essential to performance of the program. The proposal contains innovative features that should substantially benefit the program and exceed the expectations of the Government. The proposal contains major strengths that convincingly demonstrate that the Offeror should exceed program objectives. There are no significant weaknesses or deficiencies, and any minor weaknesses are more than offset by strengths and/or major strengths. The risk of unsuccessful contract performance is very low. "Outstanding" indicates that when implemented, the response should result in exceptional and very effective performance under the contract.

GOOD: The Offeror's response shows a complete understanding of the program goals, requirements, resources, schedules and other aspects essential to performance of the program. The proposal is fully responsive with strengths that demonstrate a proven approach to meeting the requirements of the RFP. There are no deficiencies and few weaknesses, if any. Any weaknesses in the proposal are offset by strengths and should not adversely affect performance. The risk of unsuccessful performance is low. "Good" indicates that, when implemented, the response should result in effective performance under the contract and should produce results beneficial to the Government.

SATISFACTORY: The Offeror's response shows an adequate understanding of the program goals, requirements, resources, schedules and other aspects essential to the performance of the program. The proposal demonstrates an adequate approach to meeting the requirements of the RFP and contains neither exceptional features that will substantially benefit the program nor weaknesses that could jeopardize the Offeror's ability to meet the requirements of the contract. There are no deficiencies and the proposal's weaknesses are generally offset by strengths. The risk of unsuccessful contract performance is low to moderate. "Satisfactory" indicates that, when implemented, the response should result in adequate performance under the contract.

MARGINAL: The Offeror's response indicates a superficial or limited understanding of the program goals, requirements, resources, schedules and other aspects essential to the performance of the program. The proposal does not demonstrate a good approach to meeting the requirements of the RFP. Although the proposal may contain some strengths, the proposal does not create a high level of confidence that expected performance will be achieved without some difficulty. The proposal contains weaknesses and/or deficiencies that are correctable, but not generally offset by strengths. The risk of unsuccessful contract performance is moderate. "Marginal" indicates that, when implemented without some corrective action, the response will fail to meet the requirements and result in unsuccessful performance.

UNSATISFACTORY: The Offeror's response indicates a lack of understanding of the program goals, requirements, resources, schedules, and other aspects essential to the performance of the program. Although the proposal may contain some strengths, substantial corrective action amounting to a wholly new proposal would be required to demonstrate that the proposed approach meets the requirements of the RFP. The proposal has weaknesses and at least one deficiency that are not offset by strengths. The risk of unsuccessful performance is high. "Unsatisfactory" indicates that the response, as submitted, clearly does not meet the requirements set forth in the RFP.

The adjectival ratings for Factor 4 (Past Performance) are as follows:

OUTSTANDING: Indicates that the Offeror's performance of previously awarded relevant contracts exceeded contractual requirements and was accomplished with, if any, very few or very minor problems for which corrective actions taken by or proposed to be taken by the Offeror were, or are expected to be, highly effective. Performance of completed contracts either was consistently of the highest quality or exhibited a trend of becoming so. The Offeror's past performance record leads to an extremely strong expectation of successful performance.

GOOD: Indicates that the Offeror's performance of previously awarded relevant contracts met contractual requirements and was accomplished with, if any, some minor problems for which corrective actions taken by, or proposed to be taken by the Offeror were or, are expected to be, effective. Performance of completed contracts

either was of high quality or exhibited a trend of becoming so. The Offeror's past performance records leads to an expectation of successful performance.

SATISFACTORY: Indicates that the Offeror's performance of previously awarded relevant contracts met contractual requirements. Such prior performance was accomplished with some problems for which corrective action by or, proposed to be taken by, the Offeror were, or are expected to be, effective. Performance of completed contracts was of adequate or better quality or exhibited a trend of becoming so. The Offeror's past performance record leads to an expectation of adequate performance.

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

UNSATISFACTORY: Indicates that the Offeror's performance of previously awarded relevant contracts did not meet contractual requirements, and resulted in serious, uncorrectable problems. Performance of completed contracts failed to meet customer expectations. The Offeror's past performance record leads to extreme doubt that the Offeror will successfully perform as contracted.

NEUTRAL: The Offeror lacks a record of relevant or available past performance history. There is no expectation of either successful or unsuccessful performance based on the Offeror's past performance record.
The adjectival ratings for Factor 5, Small Business Participation are listed below:

The adjectival ratings for Factor 5, Small Business Participation are listed below:

OUTSTANDING: The Offeror strongly supports small, women-owned, HUB Zone, veteran-owned, and servicedisabled veteran-owned small business concerns.

GOOD: The Offeror substantially supports small, women-owned, HUB Zone, veteran-owned, service-disabled veteran-owned small business concerns.

SATISFACTORY: The Offeror adequately supports small, women-owned, HUB Zone, veteran-owned, servicedisabled veteran-owned small business concerns.

MARGINAL: The Offeror somewhat supports small, women-owned, HUB Zone, veteran-owned, service-disabled veteran-owned small business concerns.

UNSATISFACTORY: The Offeror does not support small, women-owned, HUB Zone, veteran-owned, servicedisabled veteran-owned small business concerns.

NEUTRAL: The Offeror is a small, women-owned, veteran-owned, service-disabled veteran-owned small business or HUB Zone small business concern and is not required to submit a small business subcontracting plan.

DEFINITIONS

Major strength, strength, weakness, significant weakness, risks (high, medium, low, and very low), deficiency, and omission are defined as follows:

Major Strength: That part of the proposal that is innovative or exceeds the Government's expectations. That part of the proposal that represents a benefit to the Government and is expected to significantly increase the quality of the contractor's performance. Major strengths are typically exceptionally high quality personnel, facilities, organizational experience, management, past performance, technical design and/or technical capabilities that may

allow the contractor to perform the work more cost effectively or provides superior performance benefits.

Strength: That part of a proposal that ultimately represents a benefit to the Government and is expected to increase the quality of the Offeror's performance. Strengths are typically, but not limited to, high quality personnel, facilities, organizational experience, management, past performance, and/or technical capabilities that may allow the Offeror to perform the work more cost effectively and provides performance benefits.

Weakness: That part of a proposal which detracts from the Offeror's ability to meet the Government's requirements or results in inefficient or ineffective performance. Weaknesses are typically, but not limited to, less-than-average quality personnel, facilities, organizational experience, management, past performance, and/or technical capabilities that may cause the Offeror to perform the work less cost effectively.

Significant Weakness: That part of a proposal which fully detracts from the contractor's ability to meet the Government's requirements or results in inefficient or ineffective performance. Significant weaknesses are typically very low quality personnel, facilities, organizational experience, management, past performance, technical design and/or technical capabilities that may cause the contractor to perform the work less cost effectively.

Risks: Those areas or events that have a probability of negative consequences associated with a set of conditions, actions or approaches. Risk implies that action must be taken to avoid failure. Risk should be identified as high, medium, low, or very low as follows:

High-The Offeror's approach is unlikely to meet the requirements of the RFP and/or may require substantial revisions or excessive Government assistance during performance.

Medium - The Offeror's approach is likely to meet the requirements of the RFP with minor revisions in most areas and moderate Government assistance during performance.

Low - The Offeror's approach is likely to meet the requirements of the RFP with few or no revisions and very little Government assistance during performance.

Very Low: The Offeror’s approach will meet the requirements of the RFP with no revisions and/or Government assistance during performance.

Deficiency: Any part of a response that fails to meet a material Government requirement as established in the RFP (e.g., omissions or insufficient data making it impossible to assess compliance with the evaluation factors, or contains ambiguities which must be resolved before an assessment of compliance can be made, or takes exception to any of the terms and conditions of the solicitation thereby rendering the offer unacceptable).

Omission: Information requested in Section L of the RFP that was not provided in the response. An omission is not necessarily a deficiency.