

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A7	PAGE OF PAGES 1 76	
2. CONTRACT NO.		3. SOLICITATION NO. N00039-11-R-0077		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 25 Aug 2011	
6. REQUISITION/PURCHASE NO.		7. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
CODE		N00039		TEL:		TEL:	
				FAX:		FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L</u> until <u>12:00 PM</u> local time <u>26 Sep 2011</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME SELENE M CONG		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 619-524-7346		C. E-MAIL ADDRESS selene.cong@navy.mil	
11. TABLE OF CONTENTS							
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE	
						18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 CPFF		52,000	Hours		
	IUSS Logistics Support Facility IUSS Logistics Support Facility Operation FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 CPFF					NSP
	Contract Data Requirements List FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 CPFF		52,000	Hours		
OPTION	IUSS Logistics Support Facility IUSS Logistics Support Facility Operation FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103 CPFF					NSP
OPTION	Contract Data Requirements List FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201 CPFF		52,000	Hours		
OPTION	IUSS Logistics Support Facility IUSS Logistics Support Facility Operation FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203 CPFF					NSP
OPTION	Contract Data Requirements List FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301 CPFF		52,000	Hours		
OPTION	IUSS Logistics Support Facility IUSS Logistics Support Facility Operation FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303 CPFF					NSP
OPTION	Contract Data Requirements List FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401 CPFF		52,000	Hours		
OPTION	IUSS Logistics Support Facility IUSS Logistics Support Facility Operation FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403 CPFF					NSP
OPTION	Contract Data Requirements List FOB: Destination				

CLAUSES INCORPORATED BY FULL TEXT

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

The fixed fee for work performed under this contract is \$[Contracting officer insert the negotiated fixed fee amount], provided that not less than [Contracting officer insert negotiated number of hours] staff-hours of direct labor are so

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

(End of clause)

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

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

<u>CLIN</u>	<u>Total Staff-hours of Direct Labor (X)</u>
<u>0001</u>	<u>52,000</u>
<u>0101</u>	<u>52,000</u>
<u>0201</u>	<u>52,000</u>
<u>0301</u>	<u>52,000</u>
<u>0401</u>	<u>52,000</u>

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

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

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

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

(1) If the Contractor has provided not more than 90 % of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than 90 % of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

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

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 90 % of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.

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

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

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

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

(3) A breakdown of other costs incurred.

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

(g) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of [Contracting officer insert "Cost" for fully funded contracts or "Funds" for incrementally funded contracts]".

(End of clause)

5252.232-9200 ALLOTMENT OF FUNDS (JAN 1989)

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

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

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

<u>ITEM(S)</u>	<u>ALLOTED TO FIXED FEE</u>
0001	\$ _____
0101	\$ _____
0201	\$ _____
0301	\$ _____

0401 \$ _____

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

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

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
0001	\$ _____	_____
0101	\$ _____	_____
0201	\$ _____	_____
0301	\$ _____	_____
0401	\$ _____	_____
0002	\$ _____	_____
0102	\$ _____	_____
0202	\$ _____	_____
0302	\$ _____	_____
0402	\$ _____	_____

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

(End of clause)

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9200 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2 involves access to and handling of classified material up to and including Secret.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer Alicia Rhamy, CODE 83300, SPAWARSSCOM 4301 Pacific Highway, San Diego, CA 92110-3127.

(End of clause)

5252.222-9200 WORKWEEK (DEC 1999)

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

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May ²³

Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

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

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

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

(End of clause)

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

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

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

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

(End of clause)

5252.237-9601 KEY PERSONNEL (DEC 1999)

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

(b) The offeror agrees that during the first 30 [*Contract officer insert number of days*] days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 30 [*Contract officer insert number of days*] day period, all proposed substitutions must be submitted in writing, at least

fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

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

NAME	CONTRACT LABOR CATEGORY
_____	_____
_____	_____
_____	_____

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

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

(End of clause)

Section E - Inspection and Acceptance

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

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-15	Certificate of Conformance	APR 1984

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
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

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

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

CONTRACTING OFFICER REPRESENTATIVE

Name: John Maxwell

Code: 41230

Address: 2425 Stalwart Rd, Virginia Beach, VA 23521-3399

Phone Number: 757-541-5640

E-mail: john.a.maxwell@navy.mil

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9210 TYPE OF CONTRACT (DEC 1999)

This is a Cost-Plus-Fixed-Fee contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9208 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

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

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on

the internet at <https://wawftraining.eb.mil>. WAWF Vendor “Quick Reference” Guides are located at the following web site:

http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

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

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

(e) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(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	N65236
Inspector DODAAC (if applicable)	N65236
Inspector Contact Information	John Maxwell, 757-541-5640 john.a.maxwell@navy.mil
Service Approver DODAAC (Cost Voucher).	N65236
Acceptor Contact Information	John Maxwell, 757-541-5640 john.a.maxwell@navy.mil
COR Contact Information	John Maxwell, 757-541-5640 john.a.maxwell@navy.mil
DCAA Auditor DoDAAC **:	TBD
Service Approver DoDAAC **:	N65236
PAY DODAAC	TBD

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

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Adele Rossi-Marsh	adele.rossi-marsh@navy.mil	619-524-7629	BFM

(End of clause)

Section H - Special Contract Requirements

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)

5252.204-9202 CONTRACTOR PICTURE BADGE (DEC 1999)

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

(b) An automobile decal will be issued by Joint Expedition Base upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

5252.219-9201 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2003)

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns is hereby approved and attached hereto as Attachment [*Contracting officer insert appropriate attachment number from Section "J"*] and is made a part of this contract.

(End of clause)

5252.222-9600 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (JUL 1989)

Attachment 4 incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor.

(End of clause)

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

(a) Definition.

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

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

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

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

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

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

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

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

(End of clause)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel

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

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

(b) General

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

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

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

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

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

(c) Per Diem

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

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

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

(d) Transportation

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

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

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

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

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

(6) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (SEP 2003)--ALTERNATE II (SEP 2001)

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

(End of Alternate II)

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)

5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)

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

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

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

(End of clause)

5252.243-9600 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

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

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

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

NAME: Pamela J. Rose

ADDRESS: 4301 Pacific Highway, San Diego, CA 92110

TELEPHONE: 619-524-7191

(End of clause)

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/>
<http://www.arnet.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	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	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
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-2 Alt I	Audit and Records--Negotiation (Oct 2010) Alternate I	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-11	Cost Contract--No Fee	APR 1984

52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2011) Alternate II	OCT 2010
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	DEC 2010
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007
52.223-16 Alt I	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 200&0 Alternate I	DEC 2007
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2010
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
52.232-17	Interest	OCT 2010
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
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

52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	AUG 2010
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
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
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	SEP 2010
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	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
252.204-7006	Billing Instructions	OCT 2005
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
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2010
252.219-7003 Alt I	Small Business Subcontracting Plan (DoD Contracts)(OCT 2010) Alternate I	OCT 2010
252.219-7004	Small Business Subcontracting Plan (Test Program)	JAN 2011
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	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	MAR 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	NOV 2010

252.237-7023	Continuation of Essential Contractor Services	OCT 2010
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7006	Accounting System Administration	MAY 2011
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7001	Contractor Purchasing System Administration	MAY 2011
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	FEB 2011
252.245-7002	Reporting Loss of Government Property	FEB 2011
252.245-7003	Contractor Property Management System Administration	MAY 2011
252.246-7001	Warranty Of Data	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 90 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

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

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

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

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

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

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

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

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

Fixed-price contracts and subcontracts means--

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

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

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

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

Flexibly-priced contracts and subcontracts means--

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

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

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

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

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

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

(1) Comply with applicable CAS; or

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

Required change means--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

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

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

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

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

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts; and

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

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

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

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

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

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

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

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

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

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

(2) For unilateral changes--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (ii) When the noncompliance involves cost accumulation the change in indirect rates multiplied by the applicable base for only flexibly-priced contracts and subcontracts.
 - (iii) Any other method that provides a reasonable approximation of the total increase or decrease.
- (3) Use a format acceptable to the CFAO but, as a minimum, include the following data:
- (i) The total increase or decrease in contract and subcontract price and cost accumulations, as applicable, by Executive agency, including any impact the noncompliance may have on contract and subcontract incentives, fees, and profits, for each of the following groups:
 - (A) Fixed-price contracts and subcontracts.
 - (B) Flexibly-priced contracts and subcontracts.
 - (ii) The increased or decreased cost to the Government for each of the following groups:
 - (A) Fixed-price contracts and subcontracts.
 - (B) Flexibly-priced contracts and subcontracts.
 - (iii) The total overpayments and underpayments made by the Government during the period of noncompliance.
- (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.
- (h) For any noncompliant practice subject to paragraph (b)(4) of this clause, prepare the DCI proposal as follows:
- (1) Calculate the cost impact in accordance with paragraph (i) of this clause.
 - (2) Show the increase or decrease in price and cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to--
 - (i) Include only those affected CAS-covered contracts and subcontracts having--
 - (A) Contract and subcontract values exceeding a specified amount when the noncompliance involves estimating costs; and
 - (B) Incurred costs exceeding a specified amount when the noncompliance involves accumulating costs; and
 - (ii) Estimate the total increase or decrease in price and cost accumulations for all affected CAS-covered contracts and subcontracts using the results in paragraph (h)(2)(i) of this clause.
 - (3) Use a format acceptable to the CFAO that, as a minimum, include the information in paragraph (g)(3) of this clause.
 - (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.
 - (i) For GDM and DCI proposals that are subject to the requirements of paragraph (g) or (h) of this clause, calculate the cost impact as follows:
 - (1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (i.e., open or closed) or the fiscal year in which the costs are incurred (i.e., whether or not the final indirect rates have been established).

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

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

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

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

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

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

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

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

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

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

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

(k) Agree to--

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

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

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

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

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

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

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

252.251-7000 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

LIST OF ATTACHMENTS

Attachments:

1. Performance Work Statement
2. Contract Security Classification Specifications DD Form 254
3. Quality Assurance Surveillance Plan
4. Wage Determinations

Exhibits:

- A. Contract Data Requirements List

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

(End of provision

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011
52.222-26	Equal Opportunity	MAR 2007
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.223-4	Recovered Material Certification	MAY 2008
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	SEP 2010
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	SEP 2010
52.226-3	Disaster or Emergency Area Representative	NOV 2007
52.230-1	Cost Accounting Standards Notices And Certification	OCT 2008
52.237-8	Restriction on Severance Payments to Foreign Nationals	AUG 2003
52.250-2	SAFETY Act Coverage Not Applicable	FEB 2009
252.204-7007 Alt A	Annual Representations and Certifications Alternate A	JAN 2011
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	DEC 2009
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011

252.247-7022 Representation Of Extent Of Transportation Of Supplies By Sea AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ----- [insert NAICS code].

(2) The small business size standard is ----- [insert size standard].

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

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

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

Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

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

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

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

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

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

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

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

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

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

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

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

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

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

(xvii) 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.

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

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

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

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

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

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

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

(Contracting Officer check as appropriate.)

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

----- (A) Basic.

----- (B) Alternate I.

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

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

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

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

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

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

----- (A) Basic.

----- (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation

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

FAR Clause	Title	Date	Change
-----	-----	-----	-----

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

(End of Provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal

contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

(2) The small business size standard is () (insert size standard).

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

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

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

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

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

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

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: ----.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

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

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

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

___ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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

The offeror represents that --

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

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

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

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

(End of provision)

K-307 CONTRACT ADMINISTRATION OFFICE (DEC 1999)

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY 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/>

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.225-7024	Requirement for Products or Services from IRAQ or Afghanistan	APR 2010

CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

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

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum,

information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

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

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

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

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

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

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

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

(End of provision)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)—ALTERNATE IV (OCT 2010)

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

(b) Provide data described in L-5.

(End of provision)

L-349 SUBMISSION OF ELECTRONIC PROPOSALS (SEP 2003)

(a) Offerors shall submit their proposals electronically to SPAWAR under the instructions contained in this provision. Offerors shall submit their signed proposals as either scanned ("TIFF") or "PDF" documents. Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic

proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the “Submitting a Proposal?” web page found in the SPAWAR E-CC. For information about “e-Proposal” submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is <https://e-commerce.sscno.nmci.navy.mil>.

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

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

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

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

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

(End of provision)

L-329 OTHER DIRECT COST (DEC 1999)

(a) The Government’s best estimate of Other Direct Cost (ODC) items is set forth below. The Government cannot guarantee either the amount for each category or the total estimated amount. Additionally, these amounts do not include any provision for G&A expense or other loading factors.

<u>Category of ODCs</u>	<u>Total Estimated Amount</u>
0002	\$1,500,000
0102	\$1,700,000
0202	\$1,900,000
0302	\$2,200,000
0402	\$2,200,000

(b) Offerors shall use the stated amounts in the preparation of their cost proposals, except as stated in paragraph (c) below.

(c) If the offeror has reason to believe that the amounts estimated by the Government are understated, the offeror shall notify the Contracting Officer in writing. The offeror shall provide a revised estimate and a detailed basis for the revision(s). If the Government finds the rationale to be sound/compelling, the Government will amend the solicitation accordingly. The same is true if the offeror believes the amount is overstated.

(d) If, based upon the offerors accounting system or disclosure statement, the offeror believes the amounts estimated by the Government are overstated (e.g., an item is included as an element of an indirect expense pool), the offeror

may reduce the amount(s). If such a reduction is made, the offeror as part of the initial cost proposal shall provide a detailed explanation/justification to substantiate the reduction. The Government reserves the right to discount any assessment if the basis for the reduction is deemed to be unrealistic or inadequate.

(e) Failure of other direct cost categories/amounts, either as stated herein or proposed, to materialize during actual contract performance, shall not constitute a constructive change to or breach of the contract and shall not form the basis for any adjustment to fee whether pursuant to the changes clause or otherwise.

(f) Similarly, the fact that the ODCs in excess of those estimated or proposed are incurred, shall not form the basis for any fee adjustment, whether pursuant to the changes clause or otherwise.

(End of provision)

L-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-3 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

In accordance with FAR 19.7 and FAR 52.219-9 submit a Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan with your proposal. Failure to submit and negotiate a subcontracting plan acceptable to the Contracting Officer shall make the offer ineligible for award of a contract. A subcontracting plan is not required from small business concerns.

L-4 SERVICE OF PROTEST (AUG 96) (FAR 52.233-2)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

MS. PAMELA J. ROSE
SPAWAR CODE 2.1C4
SPACE AND NAVAL WARFARE SYSTEMS COMMAND
4301 PACIFIC HIGHWAY
SAN DIEGO, CA 92110-3127

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

L-5 SUBMISSION OF PROPOSALS

A. Introduction

This Request for Proposal (RFP) is for the procurement of the Integrated Undersea Surveillance System (IUSS) Logistics Support Facility (LSF) services to provide qualified staff for operation of the IUSS LSF located at the Little Creek, Joint Expeditionary Base (JEB), Virginia Beach, VA. These services will support the PEO SUB PMS 485 Surveillance Towed Array Sensor System (SURTASS) Systems, and the Japanese Auxiliary Oceanographic Surveillance (JAOS) System. Award is planned for FY 2012 and Options are planned through FY 2016.

The IUSS Logistics Support Facility services will be primarily performed at the IUSS Operations Support Center (IOSC) Joint Expeditionary Base (JEB), Virginia Beach, VA. Some services will be performed at the IUSS deep storage warehousing support at Cheatham Annex (CAX), Naval Weapons Station, Yorktown, Virginia, and IUSS logistics/supply facilities worldwide.

Offerors may submit questions concerning, or request clarification of, any aspect of this RFP. All questions should be submitted in writing to:

COMMANDER
SPACE AND NAVAL WARFARE SYSTEMS COMMAND
ATTENTION: MS. SELENE M. CONG, SPAWAR CODE 2.1C8
4301 PACIFIC HIGHWAY
SAN DIEGO, CA 92110-3127

It is the responsibility of the offerors to ensure that their questions are received no later than two (2) weeks prior to the date proposals are due. Offerors should note that the proposal due date will not be extended solely on the basis of questions received within two (2) weeks of the proposal due date.

Industry Day will be held at the IUSS LSF and notification will be provided by the designated POC, John Maxwell. Offerors desiring to attend must contact the POC. Visit requests with security clearance are required for access to the facilities. It is requested that contact with the POC occur at least five (5) working days prior to the intended visit. Reference documents included in Section 2 of the PWS will be provided on CD to the offerors on Industry Day. A visit request with security clearance information is required for access to the facility.

Facility IUSS Operations Support Center
Address: 2425 Stalwart Road
Joint Expeditionary Base, Little Creek
Virginia Beach, VA 23459

Telephone: (757) 541-5640
(757) 461-2131 (FAX)

Hours: 0800-1600 Monday-Friday

POC: Mr. John Maxwell

B. Type of Contract

The Government contemplates the award of a Cost-Plus-Fixed-Fee (CPFF) contract with options.

C. Proposal General Requirements

Comprehensive responses to the requirements are necessary to enable the Government to evaluate the offeror's understanding of, and capability to accomplish the stated requirements. Throughout the proposal, the offeror shall provide sufficient detail to substantiate the validity of all stated claims. Proposals shall be submitted in accordance

with the instructions herein. Non-conformance with the specified content may cause rejection of the proposal. An offeror's proposal is presumed to represent the best efforts to respond to the solicitation.

Further, the offeror shall indicate that the proposal is in compliance with each requirement of the RFP and shall explain how compliance is achieved through discussion in the proposal. If the offeror requests a waiver of any requirement, the proposal shall explain in detail all of the ramifications (technical, cost, delivery schedule, and management) of not meeting the requirement. Any material exceptions to the RFP may render the proposal unacceptable and ineligible for award.

Responses must adequately demonstrate compliance with each requirement of the RFP and shall explain how compliance is achieved through discussion in the proposal. Statements such as "the offeror understands", and "the offeror shall/can comply", along with responses that paraphrase the RFP, are inadequate. The use of phrases such as "standard practices" (with a specific government reference or industry reference) without sufficient explanation demonstrating compliance with RFP requirements are unacceptable.

The offeror shall submit the proposal via SPAWAR e-Commerce. The organization, page limits, and number of copies of each of the volumes shall be as follows:

<u>Volume Number</u>	<u>Subject</u>	<u>Page Limit</u>
I	Technical/Management Proposal	100 Pages + 6 Three-Page Resumes (including Letter of Intent)
II	Cost Proposal	No Limit

Note: Pages shall be double-spaced, single-sided using no smaller than font size 12. All material in excess of the page limits will neither be read nor evaluated. The 100-page limit does not include a title page and/or a table of contents. No cost (i.e., rates or dollars) information shall appear in the Technical and Management Proposal Volume. Cost and pricing data shall appear in Volume II, Cost Proposal only.

The proposal shall be written in a clear, concise, and complete manner. All figures and text shall be clearly discernible and legible. The proposal shall be responsive to the terms and conditions of the solicitation.

Unnecessarily elaborate artwork is not desired and may be considered as an indication of the offeror's lack of cost consciousness.

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

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

The offeror shall indicate recognition of any technical limitations in its approach and state considerations given to alternate approaches.

Proprietary data contained in the proposal shall be specifically identified by page, and shall not be generalized.

Proprietary Data Protection Agreements (PDPAs):

The Analytic Sciences Corporation (TASC) will be providing facility support and CACI International, Inc. will be providing administrative support throughout the source selection. This assistance will not require analyzing or

reviewing proposals, answering technical questions, writing draft reports, providing comments to evaluators, or any other tasks requiring the rating or scoring of the proposal itself.

Responses to the solicitation MUST clearly state whether permission is granted allowing the contractor support 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 proprietary data protection agreements with these support contractors. Subcontractors that provide proposal information separate from the prime contractors proposal submittal shall clearly state whether permission is granted allowing the contractor support identified above access to the subcontractor's proposal.

D. Volume I, Technical Proposal

The Government will require that the technical proposal be broken down into two (2) sections listed below:

1. Factor 1 - Technical Approach. The Technical Approach shall demonstrate the soundness of the offeror's technical approach to supporting the below listed areas as described in the PWS. The offeror shall refer to the below listed PWS sections for detailed descriptions of IUSS requirements, and is responsible for ensuring that its proposal demonstrates compliance with all IUSS requirements as contained in the PWS. The Technical Approach shall be prepared and organized in the following manner:

1.a Program Management

- Program Management (PWS 3.1.1) The offeror shall describe its management approach covering the planning, execution and control of effort necessary to accomplish the tasks as set forth in the PWS.
- Quality Program (PWS 3.1.2) The offeror shall describe how quality principles are to be applied in the performance of the requirements of this PWS and shall integrate fundamental management techniques, quantitative methods and human resources under a disciplined approach focused on continuous improvement.
- Program Reviews (PWS 3.1.3) The offeror shall describe its approach to project management quarterly reviews for the purpose of providing a forum for the formal exchange of information relating to the contract/project, and to review the effectiveness of the Quality Program and conformance to quality principles throughout all areas of performance.

1.b Logistics Support Facility Operation and Navy Life Cycle Support

- LSF Operation (PWS 3.2.1). The offeror shall demonstrate the ability to operate the LSF and provide life cycle logistic support for all IUSS fielded systems afloat and ashore.
- Outfitting for IUSS Afloat and Ashore Sites (PWS 3.2.2). The offeror shall describe its approach to provide for outfitting and logistics loadout of IUSS afloat and shore sites.
- Provisioning and Technical Support for IUSS Equipments (PWS 3.2.3). The offeror shall demonstrate the ability to provide provisioning and technical support for IUSS equipments.
- Installation and De-Installation Support (PWS 3.2.4). The offeror shall describe its ability to provide support for installation and de-installation of various IUSS systems.

1.c Administrative Services and Enterprise Software Management

- Administrative Services (PWS 3.3.1). The offeror shall describe its approach for providing LAN support, management and maintenance of the IOSC Administrative Services Network, physical security and maintaining a technical documentation repository.
- Operate, Maintain, and Manage Web-Enabled IUSS Logistics Database (WILD) (PWS 3.3.2). The offeror shall demonstrate its ability to operate and maintain a remotely hosted (web-based) Oracle database which utilizes a user interface that is written in Microsoft .NET.
- Integrated Data Environment (IDE) and Systems Engineering, Configuration and Data Management Tools Support (PWS 3.3.3). The offeror shall demonstrate its ability to provide support a remotely hosted Integrated Data Environment and Systems Engineering/Configuration Management Tool utilizing IBM Rational Tools, SAP Crystal Reports, Microsoft SharePoint, and an Approved server hosting site, currently NSERC.

1.d Foreign Military Sales (FMS) Support

- J-AOS TRIL Support for the Japan Maritime Self Defense Force (JMSDF) (PWS 3.4.1). The offeror shall demonstrate the ability to use and maintain a Tailored Repairable Items List (TRIL) including transportation support of TRIL materials.

2. Factor 2 – Management Approach. The offeror shall demonstrate the soundness of its management approach, transition approach, understanding of management requirements, and capability to manage and perform the proposed effort based on experience, qualifications and past performance, as well its commitment to small business. The Management Proposal shall be organized in the following manner:

2.a Management Plan/Transition Plan/Breakout of Proposed Labor Mix

- Management Plan. The offeror shall provide a detailed Management Plan that will be followed during contract execution. The Management Plan will define the organizational structure for the contract; how personnel will be assigned; how the offeror's team will interface with its corporate structure and the contract government structure, including the fleet. The plan will define the policies and procedures for standardization, process and process control, productivity, quality, cost control and cost management. Describe its method of cost/schedule control and reporting and its procedures for early identification resolution of problems.
- Transition Plan. The offeror shall provide a Transition Plan that details the proposed approach for transitioning into the contract, including resources for manpower, recruitment and/or utilization of subcontracts.
- Breakout of Proposed Labor Mix. The offeror shall provide a clear breakout of the proposed labor mix of the manpower requirements to support the manning and management of the contract for the base and option years.

2.b Experience and Qualifications of Proposed Personnel. The offeror shall demonstrate the ability to provide properly qualified personnel to support the execution of tasks described in the PWS. Additionally, the proposal should contain resumes reflecting the experience, qualifications, and ability to perform associated responsibilities of the key employees referenced in PWS sections 3.5.

- Key employees are as follows:
 - Program Manager (3.5.1)
 - LSF Operations Manager (3.5.2)
 - Supply Support Manager (3.5.3)
 - Inventory Management (3.5.4)

- IUSS Administrative Services Network Administrator (3.5.5)
- Web-Enabled IUSS Logistics Database Manager (3.5.6)
- **Key Personnel Resumes** will include the name, labor category, position and job category with the proposed organization, years and description of relevant experience, and academic training commensurate with the positions referenced in the PWS. A letter of intent shall be included with the applicable resume and submitted with Volume I. These resumes shall be submitted in addition to the maximum of 100 pages submitted by the offeror, but will be limited to three (3) pages, double-spaced, singled-sided using no smaller than font size 12, including the Letter of Intent. Resumes of non-key personnel are not required, and will not be evaluated.
- **Alternatives to Key Employees** The offeror may propose an alternative structure for key employees, but must explain how its alternative structure is more efficient, and describe any impacts to cost, schedule, or performance.

2.c Compensation for Professional Employees. The offeror shall demonstrate the ability to obtain and maintain qualified personnel, and describe their corporate commitment to meet contract requirements.

2.d Past Performance

The offeror shall describe past performance on three (3) past Government contracts, which are relevant in scope, magnitude, and complexity to the effort required by this solicitation.

- **Relevancy of Past Performance:** The offeror shall describe the relevancy of submitted contracts. Relevancy discussions shall include direct comparison with respect to mission or complexity, continuity of key personnel, and continuity of teaming arrangements and subcontractors. The contracts provided should have performed within the last eight (8) years, but not necessarily completed. The offeror shall provide each relevant government contract's title, the procuring agency, description of produce or service, contract number and type, period of performance, dollar value, and the name, address and phone number of the PCO, Administrative Contracting Officer, and the Government program manager. .
- **Quality of Past Performance:** The offeror shall describe the quality of past performance on submitted contracts, including any systemic improvement efforts taken, if any, to resolve past performance problems for relevant contracts. Specifically, the offeror shall explain the problem, the corrective action taken and its effectiveness.

In its evaluation of past performance, the Government will utilize the Contractor Performance Assessment System (CPARS). The Government reserves the right to contact references for verification and to obtain information from sources other than those identified by the offeror, including but not limited to PPAIS or the Performance and Integrity Information System (PAIIS). The Government does not assume the duty to search for data to cure problems found in information provided by the offeror. The burden of thorough and complete past information remains with the offeror.

2.e Small Business Commitment. 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 submit a Small Business Subcontracting Plan in accordance with FAR 19.7 and FAR clause 52.219-9.

Failure to submit and negotiate a subcontracting plan acceptable to the Contracting Officer may result in ineligibility for award of a contract. If the offeror is a participant in the Department of Defense (DoD) Test Program for Negotiation of Comprehensive Small Business Subcontracting Plans specified in DFARS 219.702, the offeror shall provide a copy of the approved comprehensive plan AND describe how small business participation on this contract

will contribute to its overall comprehensive subcontract goals. The following SPAWAR Subcontracting Goals for this procurement are provided to assist in the development of the offeror’s subcontracting plan:

TYPE	GOAL
Total Small Business	14%
Women-Owned Small Business	5%
HUB Zone	3%
Veteran Owned Small Business	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 the above goals in any category it shall clearly explain why the goal is not being proposed and what actions the offeror is undertaking to maximize small business subcontracting goals in an attempt to bring the percentages to or above the SPAWAR Subcontracting Goals.

- Provide a copy of the offeror’s most recent SF 294/ISR for each of the relevant contracts identified in Section D Past Performance Information above and the offeror’s latest DCMA Subcontracting Program Compliance Rating letter with DCMA Form 640 rating narrative.
- Provide a table identifying all proposed first tier subcontractors, if any, individually by name; address; category type (large, small, women-owned, HUBZone, veteran-owned and service-disabled veteran-owned small business concerns as determined by the SBA size standard for the specific work being subcontracted); principal supply/service being provided; and the complexity of the product/service provided. A sample table is provided below:

Name of 1st Tier Subcontractor	Subcontractor Address	Type of Business (large, small, women-owned, HUBZone, veteran-owned and service-disabled veteran-owned)	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, VOSB	Logistics Software	Utilizing ISO 9000 and S100D standards with XML

The offeror shall use the Central Contractor Registration (CCR) & Small Business Administration (SBA) Dynamic Small Business Search (<http://ccr.gov>) database to verify the small business category or categories of the proposed small businesses in the table. The offeror 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.

- The offeror shall provide a copy of binding agreements, enforceable commitments or letters of intent executed with the subcontractors identified in the table required by (3) above, if any.

E. Volume II: Cost Proposal

The offeror shall organize the Cost Proposal by sections in the following manner:

<u>Section</u>	<u>Table of Contents</u>
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- 1.0 Signed SF 33 Solicitation Set
- 2.0 Cost Summaries (Microsoft Excel to include comment/narrative column)
- 3.0 Copies of Subcontract Agreements or contracts
- 4.0 Small Business and Small Disadvantaged Business Subcontracting Plan
- 5.0 Cost Plus Fixed Fee for contract base and options

The Cost Proposal shall cover all aspects of the proposed effort. Data contained in the Cost Proposal shall be consistent with data contained in the Technical/Management Proposal. Inconsistencies between the proposals may result in a lower overall technical evaluation of the total proposal. The cost data shall support the level of resources required to complete the requirements of this solicitation regardless of the offeror's proposed price.

The Cost Proposal shall contain a fully completed, signed, and dated original copy of the solicitation itself, including all representations, certifications, and other statements of the offeror.

(Note: On the first page of this section, the offeror should certify that the Cost Proposal has been prepared completely in accordance with the terms and conditions of the solicitation. However, if exceptions are taken, they shall clearly set forth and shall be explained by the offeror with the understanding that such exceptions may render the offeror's proposal unacceptable to the Government).

In the Cost Proposal, the offeror shall provide a comprehensive narrative support for the distribution of labor hours by labor category. Option items pricing and cost support shall be separate from firm items.

Details of each section follow:

- 1.0 SF 33 Requirements. The SF33 is used in connection with negotiated acquisitions when appearing advantageous to begin negotiations by soliciting written offers which, when accepted in writing by the Government, will create a binding contract without further action. Include in this section a copy of the RFP through Section L, with prices in Section B filled in and the clauses requiring contractor information completed, including Representations and Certifications in Section K. Also acknowledge receipt of any RFP amendments.
- 2.0 Cost Summaries. In this section, the offeror shall provide comprehensive narrative support for the Cost Proposal, as follows:
 - 2.1 Contract Costs. Costs shall be summarized and presented for each contract line item. At a minimum, the offeror shall address separately the following areas to support proposed contract costs.
 - a. Estimating Methodology. Explain, in whatever detail is required to demonstrate cost reasonableness and supportability, the methodology used to estimate each element of cost (e.g., labor, material, etc.). Enough data shall be provided so that independent cost analysis verification can be performed.

In all cases where cost estimates are based on past experience, the offeror shall identify the past experience, explain how the past experience relates to the current effort, and explain how cost data available from that experience were adapted to the current effort. If the past experience concerns a specific hardware or software developed item acquired in the past, the offeror shall identify the item, applicable dates, item cost, and size or lines of code.

In all cases where cost estimates are based upon learning or improvement curve applications, identify the specific area subject to learning, the curve hypothesis (unit or cumulative) and the slope of the curve as a percent. Also, the offeror shall explain what

data were used to develop the slope, how these data relate to the current effort, and how entry into the learning curve was attained.

In all cases where cost models are employed, the offeror shall identify the model, provide all model inputs and outputs, and a discussion of how outputs were adjusted or adapted to the cost elements being estimated.

- b. Cost, Schedule, and Performance Risk. The offeror shall provide a discussion in the Cost Proposal from the standpoint of cost, schedule, and performance risk, identifying those program areas where there is considered to be inherent technical, schedule, or other risk which may impact cost. Offerors shall, to the extent possible, quantify the risk.
- c. Indices and Rates. Identify by year the inflation rates (%) and indices used in the price proposal, with rationales for their selection. A statement as to whether labor and burden rates are Government approved bidding rates, or, if not, the basis on which these rates were established shall be furnished. A list of labor rates and classifications by departments and time periods as used in the Cost Proposal shall be included. Information as to the various indirect expense rates used in the offeror's proposal, together with the effective periods, the direct base against which they are applicable, and the status of Government review and approval of these rates, shall be provided. A schedule shall be submitted which summarizes engineering, material handling, General and Administrative (G&A), and any other applicable burden rates by periods or years.

The offeror shall include data for any applicable DCAA audits, rate checks, recommendations, forward pricing agreements, and payroll records.

- d. Accounting System. Provide information as to the offeror's fiscal year, and a general description of their Cost Accounting System. The same information shall be provided for major subcontractors.
- e. Competitive Time. If an offeror decides to include competitive time (i.e., uncompensated overtime) in his proposal, a copy of the corporate policy/procedure addressing competitive time must be furnished with the proposal. Additionally, the offeror must provide documentation of the DCAA/DCMA approval of this policy/procedure.

- 3.0 Subcontracts. A list of contemplated subcontracts, types, and values shall be identified. For each subcontract, provide an analysis of the methodology used by the subcontractor to estimate cost. Also, the offeror shall show how the subcontract effort relates to each base and option year and why the subcontract cost can be considered reasonable. The offeror shall identify cost of licenses or data rights agreements.
- 4.0 Small Business and Small Disadvantaged Business Subcontracting Plan. Offerors shall submit, as part of their cost proposal, a Small Business and Small Disadvantaged Business Subcontracting Plan. Pursuant to Public Law 99-661, Congress has assigned to the Department of Defense, a goal of 5.0% for contract awards to small disadvantaged business. Accordingly, offerors are advised to ensure that the percentage goal expressed in their respective subcontracting plans for small disadvantaged businesses is 5.0% at a minimum. Additionally, the subcontracting plan should address the firm requirements and optional requirements independently. (Note: When preparing the small business and small disadvantaged business subcontracting plan, offerors are reminded to review Section I clauses; FAR 52.219-9, FAR 52.219-16, and DFARS 52.219-7005.)
- 5.0 Cost Plus Fixed Fee with Award Term Options. The maximum amount of fixed fee proposed by the contractor shall not exceed 10%. The options proposed by the contractor shall not exceed four (4) years total

I. Award Without Discussions.

SPAWAR expects to award on the basis of initial proposals, without discussions, pursuant to FAR 52.215-1(f). However, SPAWAR reserves the right to hold discussions if necessary. Therefore, the offeror’s initial proposal should contain its best terms from a cost, technical, and management standpoint.

L-328 ESTIMATED LEVEL OF EFFORT (DEC 1999)

The quantities of labor hours for each labor category shown below, which are to be used by the Offeror for computing total labor costs, represent the Government’s current best estimate of requirements. However, 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.
- (5) In the event the offeror submits an alternative labor team or allocation of hours to each labor category, it must explain how its alternative team or allocation is more efficient, and describe any impacts to cost, schedule, or performance. Where the offeror includes additional labor categories, the offeror must provide a mapping between proposed categories and categories listed below.

While the offeror may propose an alternative labor team or allocation of hours to each labor category, the total hours proposed for both the prime contractor and subcontractors shall equal a total of 52,000 for the base and each option year, as provided below. The estimate provides the number of hours the contractor will be required to perform during contract performance; however, actual contract performance may vary from this estimate. Accordingly, the Government cannot guarantee the contractor will perform either the estimated quantities of hours shown for individual labor categories or the total estimated hours.

Labor Category	Basic Effort Hours	Option Year 1 Hours	Option Year 2 Hours	Option Year 3 Hours	Option Year 4 Hours
Program Manager (Key)	1,560	1,560	1,560	1,560	1,560

Operations Manager (Key)	2,080	2,080	2,080	2,080	2,080
Supply Support Manager (Key)	2,080	2,080	2,080	2,080	2,080
Inventory PHS&T Manager (Key)	2,080	2,080	2,080	2,080	2,080
Network LAN Administrator (Key)	2,080	2,080	2,080	2,080	2,080
Software Engineer/WILD Database Manager (Key)	2,080	2,080	2,080	2,080	2,080
Software Engineer	2,080	2,080	2,080	2,080	2,080
Finance Manager	416	416	416	416	416
Security Manager	104	104	104	104	104
TRIL Manager	2,080	2,080	2,080	2,080	2,080
Software Programmers	10,400	10,400	10,400	10,400	10,400
Warehouse Specialist	7,280	7,280	7,280	7,280	7,280
Configuration Specialist	6,240	6,240	6,240	6,240	6,240
Logistic Analysis	4,160	4,160	4,160	4,160	4,160
Supply Clerk	7,280	7,280	7,280	7,280	7,280
Total	52,000	52,000	52,000	52,000	52,000

Labor Category	Description	Minimum Education and Experience Requirements
Program Manager (Key)	Provides programmatic oversight to include tasking, budgeting, monitoring & reporting of tasks specified in the PWS, and participating in semiannual program reviews. Interfaces with Contracting Officer and COR as required.	Minimum of five (5) years program management experience and a bachelors degree in business or finance or equivalent degree.
Operations Manager (Key)	Manages the planning, execution, and control of the efforts required to operate the IUSS LSF to include supply support, PHS&T, network, and software development.	Minimum of five (5) years management experience or a bachelors degree in business or finance or equivalent degree.

Supply Support Manager (Key)	Manage services to maintain automated stock records, replenish stock levels via government & commercial procurements as applicable, prepare and track requisitions, track consumption, track DLR, maintain and control support & test equipment to include calibration, assist the Program Office with sparing, and centrally manage stock aboard T-AGOS ships.	Minimum of five (5) years supply support management experience or a associates degree in business or finance or equivalent degree.
Inventory PHS&T Manager (Key)	Manage warehousing functions associated with shipping & receiving, packing, and handling. Operate associated material handling equipment. Operate organic and leased transportation assets. Manage the ESD handling & training programs. Provide TAC data to PMS 485.	Minimum of five (5) years Inventory and PHS&T experience or an associates degree in business or finance or equivalent degree.
Network LAN Administrator (Key)	Operate and maintain the LAN that is resident to Building 1558 and the 1558 Annex. Coordinate with SPAWAR network personnel to ensure connectivity and compliance. Operate the IOSC LAN help desk.	Minimum of five (5) years IT LAN experience or a bachelors degree in computer science or equivalent degree.
Software Engineer/WILD Database Manager (Key)	Manage the development and maintenance of the Web-enabled IUSS Logistics Database. Conduct liaison with NSERC (host activity), government personnel, and users.	Minimum of five (5) years software engineering experience or a bachelors degree in computer science or equivalent degree.

Labor Category	Description	Minimum Education and Experience Requirements
Software Engineer	Develop, operate, maintain, and administer the Web-enabled IUSS Logistics Database – an Oracle database which contains supply and configuration data on all IUSS material as well as LSF business applications, and a MS “dot net” front end that enables system access by fleet users who enter supply and maintenance actions in support of standard Navy 3M data collection.	N/A
Finance Manager	Manages budget to include funding types, funds received, funds expended and funds balances. As required, drafts and submits various financial reports.	N/A
Security Manager	Obtain a facility clearance for the LSF. Obtain and update personnel security clearances for applicable individuals. Conduct liaison with DSS and Navy security personnel as necessary. Provide security briefings as required for personnel and travelers. Safeguard and control the LSF CLASMAT inventory.	N/A
TRIL Manager	Manage the Tailored Repairable Item List in support of the J-AOS Program. Conduct liaison with NAVICP and PMS 485 in this regard. Manage procurements and transportation in support of J-AOS directed procurements and depot repairs.	N/A
Software Programmers	Develop, operate, maintain, and administer the Web-enabled IUSS Logistics Database – an Oracle database which contains supply and configuration data on all IUSS material as well as LSF business applications, and a MS “dot net” front end that enables system access by fleet users who enter supply and maintenance actions in support of standard Navy 3M data collection .	N/A

Labor Category	Description	Minimum Education and Experience Requirements
Warehouse Specialist	Execute the warehousing functions associated with shipping & receiving, packing, and handling. Operate associated material handling equipment. Operate organic and leased transportation assets. Manage the ESD handling & training programs. Provide TAC data to PMS 485.	N/A
Configuration Specialist	Establish, maintain, and update IUSS unit-level equipment configuration, and the attendant APLs, RICs, and XRICs as applicable, within the WILD. Research and recommend alternates and replacement items and cross reference in WILD once certified. Perform PCA and validations as directed by the ISEA. Whenever possible, develop revised configurations from official documentation in lieu of post-installation CKs. Conduct liaison with CDMD-OA to prevent duplication of effort upon introduction of a new COTS item.	N/A
Logistic Analyst	Utilization of O-level 3M data and other historical data as archived in WILD to construct a Reliability, Maintainability and Availability report in accordance with Standard DoD conventions and specific guidance as provided in the PMS 485 RMA Guidance document.	N/A
Supply Clerk	Provide services to maintain automated stock records, replenish stock levels via government & commercial procurements as applicable, prepare and track requisitions, track consumption, track DLR, maintain and control support & test equipment to include calibration, assist the Program Office with sparing, and centrally manage stock aboard T-AGOS ships.	N/A

The above listed labor category descriptions will be used by the Government in comparing the anticipated labor team and the Offeror's actual labor mix. Inconsistencies between the anticipated labor team and the Offeror's actual labor mix, and ambiguities or inadequacies in the Offeror's position descriptions could lead to cost adjustments and could negatively impact the technical rating of the technical proposal.

(End of provision)

Section M - Evaluation Factors for Award

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/>

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
52.247-50	No Evaluation Of Transportation Costs	APR 1984

M-2 EVALUATION OF OFFERS: SINGLE AWARD FOR ALL ITEMS

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 listed in the M-3, is the most advantageous to the Government considering cost and other factors, if any, specified in the schedule.

M-3 EVALUATION CRITERIA AND BASIS FOR AWARD (BEST VALUE) (SPAWAR M-307) (DEC 1999)

- (a) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer conforming to the solicitation, is determined to provide the "best value" to the Government in accordance with FAR 15.101-1. Such offer may not necessarily be the proposal offering the lowest cost or receiving the highest technical rating.
- (b) Proposals will be rated in accordance with evaluation factors listed below. It should be noted that cost is not an adjectivally rated factor. **Although when combined, non-cost factors are significantly more important than cost, cost is an important factor and should be considered when preparing responsive proposals.** The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the offerors within the competitive range are considered essentially equal in terms of technical capability, or when cost is so significantly high as to diminish the value of the technical superiority to the Government, cost may become the determining factor for award. In summary, cost/technical trade-offs will be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation factors.

- (c) The evaluation of risk will be an integral part of the evaluation of each applicable factor through the Government's identification of strengths, weaknesses, deficiencies, and omissions in the contractor's proposal as defined below.
- (d) Evaluation of an offeror's proposal shall be based on the information presented in the proposal and information available to the contracting office from sources deemed appropriate. Sources typically considered are Defense Contract Audit Agency, Defense Contract Management Agency offices, other contracts with same firms for similar items or services, known commercial sources such as Data Resources, Inc., Standard and Poor's, etc. Proposals which are unrealistic in technical terms 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 adjustment to the technical evaluation of an offeror's proposal or rejection of the proposal. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process.

The relative importance of the evaluation factors and sub-factors are as follows:

Factors 1 and 2, Technical Approach and Management Approach are in descending order of importance. The Technical and Management Approach factors are significantly more important than Cost, but Cost becomes more important the nearer the proposals are rated equal.

Under Factor 1, Technical Approach, sub-factors are in descending order of importance.

Under Factor 2, Management Approach, sub-factors are in descending order of importance.

Non-Cost Evaluation Factors (Volume I)

1. Technical Approach: The Government will evaluate the soundness of the offeror's technical approach through compliance with the below listed sub-factor requirements.

1.a Program Management: The Government will evaluate the extent to which the offeror has demonstrated an ability to meet the Program Management requirements specified in Section L and the PWS in the below listed areas:

- Program Management (PWS 3.1.1)
- Quality Program (PWS 3.1.2)
- Program Reviews (PWS 3.1.3)

1.b Logistics Support Facility Operation and Navy Life Cycle Support: The Government will evaluate the extent to which the offeror has demonstrated an ability to meet the Logistics Support Facility Operation and Navy Life Cycle Support requirements specified in Section L and the PWS in the below listed areas:

- LSF Operation (PWS 3.2.1)
- Outfitting for IUSS Afloat and Ashore Sites (PWS 3.2.2)
- Provisioning and Technical Support (PWS 3.2.3)
- Installation and De-Installation Support (PWS 3.2.4)

1.c Administrative Services and Enterprise Software Management: The Government will evaluate the extent to which the offeror has demonstrated an ability to meet the Administrative and Enterprise Software Management requirements specified in Section L and the PWS in the below listed areas:

- Administrative Services (PWS 3.3.1)

- Operate, Maintain and Manage Web-Enabled IUSS Logistics Database (WILD) (PWS 3.3.2)
- IDE and Systems Engineering, Configuration and Data Management Tools Support (PWS 3.3.3)

1.d Foreign Military Sales (FMS) Support: The Government will evaluate the extent to which the offeror has demonstrated an ability to meet the FMS Customer Support requirements specified in Section L and the PWS in the below listed areas:

- J-AOS Program TRIL Support for the JMSDF (PWS 3.4.1)

2. Factor 2 -Management Approach. The Government will evaluate the extent to which the offeror demonstrates a sound management and transition approach, understanding of management requirements, capability to manage and perform the proposed effort, and a commitment to small business, through compliance with the below listed sub-factor requirements.

2.a Management Plan/Transition Plan/Breakout of Proposed Labor Mix: The Government will evaluate the extent to which the offeror has demonstrated an ability to meet the Management Plan/Transition Plan/Breakout of Proposed Labor Mix requirements specified in Section L and the PWS in the below listed areas:

- Management Plan
- Transition Plan
- Breakout of Proposed Labor Mix

2.b Experience and Qualifications of Proposed Personnel: The Government will evaluate the extent to which the offeror has proposed properly qualified personnel to support the execution of the tasks described in the PWS. Additionally, the Government will evaluate the extent to which the offeror proposed qualified key personnel pursuant to Section L and the qualifications specified in the PWS.

- Key Personnel Resumes.
- Alternatives to Key Employees.

2.c Compensation for Professional Employees. The Government will assess the offeror's approach to obtaining and maintaining qualified personnel; and evaluate the corporate commitment to meet contract requirements.

2.d Past Performance: The Government will assess the offeror's probability of meeting the solicitation requirements. In conducting its performance confidence assessment, the Government will evaluate the breadth of relevant past performance, the quality of past performance on relevant contracts, and any other past performance information relevant to the IUSS solicitation.

- Relevancy of Past Performance
- Quality of Past Performance

2.e Small Business Commitment: The Government will evaluate the extent to which the offeror demonstrates a commitment to small businesses in the below areas:

- The Government will evaluate the extent to which the offeror's Small Business Subcontracting Plan complies with the subcontracting goals listed in Section L.
- The Government will evaluate the extent to which the offeror's most recent SF 294s/ISRs for each of the contracts identified in the proposal as "Past Performance," the latest DCMA Subcontracting Program Compliance Rating letter and DCMA Form 640 demonstrate a good faith effort to meet Small Business Subcontracting Plan goals set forth in those contracts.

- The Government will evaluate the extent to which the offeror's table identifying all proposed first tier subcontractors is consistent with the proposed Small Business Subcontracting Plan.
- The Government will evaluate the extent to which the offeror's binding agreements, enforceable commitments or letters of intent executed with first tier subcontractors are consistent with the proposed Small Business Subcontracting Plan.

Cost Evaluation Factors (Volume II)

The Government will evaluate the following Cost factors:

a. Realism

The purpose of the Cost Realism evaluation will be:

- (1) to determine whether the estimated proposed cost elements are realistic for the work to be performed;
- (2) to verify the offeror's understanding of the PWS requirements;
- (3) to assess the degree to which the proposed cost reflects the approached and/or risk assessments made in the technical proposal as well as the risk that the offeror will perform for the offered cost; and
- (4) to assess the degree to which the proposed cost accurately represents the work efforts included in the technical proposal.

In conducting Cost realism, the Government may use DCAA assistance.

Cost realism will be performed on all firm and option cost reimbursement line items in accordance with FAR 15.404-1(c) and FAR 15.404-1(d) respectively. The realism evaluation will assess the compatibility of the overall proposed costs with the scope of effort to be performed. The evaluation will determine if the effort described in the offeror's proposal is appropriately reflected in the Cost Volume. The realism assessment of the offeror's proposed costs will include an evaluation of the proposed unit costs. The offeror's costs, including direct and indirect rates, will be reviewed to ensure that logical and generally accepted estimating methods were used in its construction. Proposed costs may be adjusted for purposes of evaluation, based upon the results of cost realism evaluation. When this cost realism analysis is performed, the resulting probable cost estimate will be used in the evaluation. In addition to reasonable cost adjustments, unrealistic cost proposals may result in a re-evaluation and concurrent rescoring of technical proposals. Such re-evaluation based on cost realism analysis could negatively impact the technical rating and ranking of the proposal. The breadth of the cost realism review may be limited to those offerors whose proposals represent the most likely candidates for award based on information derived from initial technical review and relative cost considerations.

b. Completeness

Completeness is evaluated by assessing the level of detail of the offeror provided in cost data for all RFP requirements in Section B, and assessing the traceability of proposal dollar values. For the cost data to be complete, the offeror must provide, at a minimum, all the data that is necessary to support the offer.

c. Reasonableness

In considering the reasonableness and realism of the cost proposals, the Government may determine that an offeror is unacceptable if the costs proposed are materially unbalanced between line items. An offeror is materially unbalanced when: (1) it is based on prices significantly less than cost for some work and costs that are significantly overstated in relation to the cost for other work; and/or (2) if there is reasonable doubt that the offer will result in the lowest overall cost to the Government even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

c. Basis for Award

The Government will evaluate cost by adding the total cost plus fixed fee for anticipated base Contract Line Item Numbers (CLINs) to the total cost plus fixed fee for anticipated option CLINs.

The anticipated base CLINs are: 0001, 0002, and 0003.

The anticipated option CLINs are:

Option Year 1 - 0101, 0102, 0103;

Option Year 2 - 0201, 0202, 0203;

Option Year 3 - 0301, 0302, 0303;

Option Year 4 - 0401, 0402, 0403.

Only those CLINs listed here will be used for award purposes. CLINs where a Government estimate is provided will not be used for evaluation. Evaluation of any firm or option CLIN shall not obligate the Government to exercise that CLIN.

M-4 Evaluation Ratings

1. Technical Rating

In evaluating proposals, the Government will assign a combined technical/risk rating of Outstanding, Good, Acceptable, Marginal, or Unacceptable to Factors 1 through 2 as shown in Table 1, with the exception of sub-factors 2d, Past Performance, and 2e, Small Business Commitment. Sub-factor 2d will be assigned a Performance Confidence rating as shown in Table 3, and sub-factor 2e will be assigned a rating of Acceptable or Unacceptable as shown in Table 4. The combined technical/risk rating reflects the degree to which the proposed approach meets or does not meet the minimum performance or capability requirements through an assessment of the strengths, weaknesses, omissions, deficiencies, and risks of a proposal.

The adjectival ratings for Factors 1 through 2 are as follows, with the exception of sub-factors 2d, Past Performance, which are shown as Table 2, and 2e, Small Business Commitment which are shown as Table 4. 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 characteristics should be looked upon as examples of typical characteristics of that rating, and will be used as a guide or reference rather than a rigid measure to be followed word-for-word. Evaluators will be instructed to select the rating definition that most closely fits the value or desirability of the offeror's proposed performance.

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

The relevancy and adjectival performance confidence ratings for sub-factor 2d, Past Performance, are as follows:

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

Table 3. Performance Confidence Assessments	
Rating	Description
Substantial Confidence	Based on the offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror’s recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror’s recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror’s recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

An Unknown Confidence assessment rating may be assigned for sub-factor 2d, Past Performance, in the event the offeror lacks a record of relevant or available past performance history. While each submitted contract will be assigned a relevancy rating, the performance confidence assessment will be rated at the factor level. The performance confidence assessment will consider the relevancy of all submitted contracts, the quality of relevant past performance, and any other past performance information relevant to the IUSS solicitation. More relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

The adjectival ratings for sub-factor 2e, Small Business Commitment are as follows:

Table 4. Small Business Commitment Ratings	
Rating	Description
Acceptable	Proposal meets small business requirements and indicates an adequate approach for supporting small business and understanding of the requirements. Proposal has no strengths or deficiencies.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

DEFINITIONS

The following provide details on the pertinent definitions used with evaluation ratings:

1. **Strength** means a benefit to the Government that is expected to increase the ability to successfully perform the contract. It is that part of a response which enhances the offeror's ability to meet the Government's requirements and/or results in efficient or effective performance. Strengths are typically above-average quality personnel, facilities, organizational experience, management, past performance, and technical capabilities that may cause the offeror to perform the work more cost-effectively and successfully meet requirements. A strength may be either major or minor depending on the degree to which it will benefit the Government and/or increase the quality of the offeror's performance

2. **Weakness** means a flaw in the proposal that increases the risk of unsuccessful contract performance. It is that part of a response which detracts from the offeror's ability to meet the Government's requirements or results in inefficient or ineffective performance. Weaknesses are typically less-than-average quality personnel, facilities, organizational experience, management, past performance, and technical capabilities that may cause the offeror to perform the work less cost-effectively or not to meet requirements. A weakness may be either major or minor, depending on the degree to which it detracts from the offeror's ability to meet requirements and/or increases the risk of unsuccessful contract performance.

3. **Risks**

a. **Proposal Risks** (the following definition applies to Factors 1 and 2). Proposal risks are those associated with an offeror's proposed approach in meeting the Government's requirements. Proposal risk is assessed by the proposal evaluators and is integrated into each evaluation under the applicable technical and cost factors. Risks are 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. In accordance with the technical/risk rating definitions, risk will be identified as high, no worse than moderate, low, or very low, and integrated into Factor ratings.

b. **Performance Risks** (the following definition applies to Past Performance). Performance risks are those associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. Performance risks are those areas or events in the offeror's past performance record that have a probability of negative consequences for the offeror's performance under this contract. Performance risk will be considered as part of the performance confidence assessment, and integrated into the Past Performance sub-factor rating.

4. **Omissions** are information requested in Section L of the solicitation that was not provided in the response. An omission is not necessarily a deficiency.

5. **Deficiencies** are any part of a response that fails to meet a material Government requirement as established in the solicitation (e.g., omits 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, takes exception to any of the terms and conditions of the solicitation; thereby, rendering the offer unacceptable or offers something that does not meet the PWS requirements), or a combination of major weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

