

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO	PAGE OF PAGES 1 97					
2. CONTRACT NO.		3. SOLICITATION NO. N00039-13-R-0001		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 03 Dec 2012		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127			CODE N00039	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>			CODE	TEL:	FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>02:00 PM</u> local time <u>15 Jan 2013</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			B. TELEPHONE (Include area code) (NO COLLECT CALLS)			C. E-MAIL ADDRESS			
<b>11. TABLE OF CONTENTS</b>											
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE			18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN			ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE		

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001					
	CPIF Common Submarine Radio Room (CSRR) Control and Management (C&M) Software-Maintenance, Sustainment and Development FOB: Destination				
				TARGET COST	
				TARGET FEE	8%
				TOTAL TGT COST + FEE	
				MINIMUM FEE	0%
				MAXIMUM FEE	11%
				SHARE RATIO ABOVE TARGET	50/50 (Govt/Contractor)
				SHARE RATIO BELOW TARGET	50/50 (Govt/Contractor)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 COST					NSP
	Data in Support of CLIN 0001 Contract Data Requirements List (CDRLs) DD-Form 1423, Attachment B Not Separately Priced (NSP) FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 COST					NTE
	Travel and ODCs FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 OPTION					
	CPIF Common Submarine Radio Room (CSRR) Control and Management (C&M) Software-Maintenance, Sustainment and Development FOB: Destination				
				TARGET COST	
				TARGET FEE	8%
				TOTAL TGT COST + FEE	
				MINIMUM FEE	0%
				MAXIMUM FEE	11%
				SHARE RATIO ABOVE TARGET	50/50 (Govt/Contractor)
				SHARE RATIO BELOW TARGET	50/50 (Govt/Contractor)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102 COST					NSP
OPTION	Data in Support of CLIN 0101 Contract Data Requirements List (CDRLs) DD-Form 1423, Attachment B Not Separately Priced (NSP) FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103 COST					NTE
OPTION	Travel and ODCs FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201					
OPTION	CPIF Common Submarine Radio Room (CSRR) Control and Management (C&M) Software-Maintenance, Sustainment and Development FOB: Destination				
				TARGET COST	
				TARGET FEE	8%
				TOTAL TGT COST + FEE	
				MINIMUM FEE	0%
				MAXIMUM FEE	11%
				SHARE RATIO ABOVE TARGET	50/50 (Govt/Contractor)
				SHARE RATIO BELOW TARGET	50/50 (Govt/Contractor)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202					NSP
COST					
OPTION	Data in Support of CLIN 0201 Contract Data Requirements List (CDRLs) DD-Form 1423, Attachment B Not Separately Priced (NSP) FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203					NTE
COST					
OPTION	Travel and ODCs FOB: Destination				
	ESTIMATED COST				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301					
OPTION	CPIF Common Submarine Radio Room (CSRR) Control and Management (C&M) Software-Maintenance, Sustainment and Development FOB: Destination				
	TARGET COST				
	TARGET FEE				8%
	TOTAL TGT COST + FEE				
	MINIMUM FEE				0%
	MAXIMUM FEE				11%
	SHARE RATIO ABOVE TARGET				50/50 (Govt/Contractor)
	SHARE RATIO BELOW TARGET				50/50 (Govt/Contractor)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302 COST					NSP
OPTION	Data in Support of CLIN 0301 Contract Data Requirements List (CDRLs) DD-Form 1423, Attachment B Not Separately Priced (NSP) FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303 COST					NTE
OPTION	Travel and ODCs FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401					
OPTION	CPIF Common Submarine Radio Room (CSRR) Control and Management (C&M) Software-Maintenance, Sustainment and Development FOB: Destination				
				TARGET COST	
				TARGET FEE	8%
				TOTAL TGT COST + FEE	
				MINIMUM FEE	0%
				MAXIMUM FEE	11%
				SHARE RATIO ABOVE TARGET	50/50 (Govt/Contractor)
				SHARE RATIO BELOW TARGET	50/50 (Govt/Contractor)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402					NSP
COST					
OPTION	Data in Support of CLIN 0401 Contract Data Requirements List (CDRLs) DD-Form 1423, Attachment B Not Separately Priced (NSP) FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403 COST					NTE
OPTION	Travel and ODCs FOB: Destination				
ESTIMATED COST					

NOTES

1. CLINS 0001, 0101, 0201, 0301 and 0401 are Cost Plus Incentive (CPIF) type items with a cost incentive that will be calculated in accordance with Section I clause 52.216-10 Incentive Fee. The minimum fee associated with the cost incentive is 0%. The maximum fee that may be earned under CLINS 0001, 0101, 0201, 0301 and 0401 is 11%. The Cost Incentive will be calculated for each individual Technical Direction Letter (TDL).
2. The target fee is 8%; however **offerors may propose a lower target fee than 8%**.
3. Option CLINS 0103, 0203, 0303 and 0403, if exercised, are Travel/ODC line items with Not-to-Exceed (NTE) ceilings. The NTE amounts are all inclusive (include all Contractor burdens) and are non-fee bearing.

CLAUSES INCORPORATED BY REFERENCE

5252.232-9210      Limitation of Liability--Incremental Funding (Jan 1992)      JAN 1992

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9203 PAYMENT OF INCENTIVE FEE (JAN 1989)

TARGET COST (Exclusive of Fee): \$ **To be filled in at contract award.**

MINIMUM FEE: \$ **0**

MAXIMUM FEE: \$ **To be filled in at contract award**

SHARE RATIO: **50/50 (Govt/Contractor) Share Ratio Above Target**  
**50/50 (Govt/Contractor) Share Ratio Below Target**

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

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

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

(End of clause)

5252.232-9200 ALLOTMENT OF FUNDS (JAN 1989)

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

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

<u>ITEM(S)</u>	<u>ALLOTTED TO COST INCENTIVE FEE</u>
_____	\$ <b>To be filled out at award</b>

(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:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
_____	\$ <b>To be filled out at award</b>	<b>To be filled out at award</b>

(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.

(e) The total cost and fee allotted to this contract is as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>
	<b>To be filled out at award</b>

(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. 4 involves access to and handling of classified material up to and including **Top 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, SPAWAR Systems Center, Code 20351, at Hull Street, San Diego, CA 92152-5001 .

(End of clause)

**5252.222-9200 WORKWEEK (APR 2012)**

(a) All or a portion of the effort under this contract will be performed on a Government installation. The workweek for Government employees at **Naval Undersea Warfare Center (NUWC) Newport, Rhode Island** is the normal workweek. 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
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

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

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

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

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

(End of clause)

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

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

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

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

(End of clause)

## Section D - Packaging and Marking

### Contract Data Requirements List Items (CDRL)

The contractor shall comply with the instructions contained in each individual CDRL item, including any special marking instructions.

Section E - Inspection and Acceptance

Inspection and Acceptance

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	CSRR C&M-IAW TDL	COR	IAW TDL	COR
0002	Data – IAW CDRL	COR	Data – IAW CDRL	COR
0003	ODC- IAW TDL	COR	ODC- IAW TDL	COR
0101	CSRR C&M-IAW TDL	COR	IAW TDL	COR
0102	Data – IAW CDRL	COR	Data – IAW CDRL	COR
0103	ODC- IAW TDL	COR	ODC- IAW TDL	COR
0201	CSRR C&M-IAW TDL	COR	IAW TDL	COR
0202	Data – IAW CDRL	COR	Data – IAW CDRL	COR
0203	ODC- IAW TDL	COR	ODC- IAW TDL	COR
0301	CSRR C&M-IAW TDL	COR	IAW TDL	COR
0302	Data – IAW CDRL	COR	Data – IAW CDRL	COR
0303	ODC- IAW TDL	COR	ODC- IAW TDL	COR
0401	CSRR C&M-IAW TDL	COR	IAW TDL	COR
0402	Data – IAW CDRL	COR	Data – IAW CDRL	COR
0403	ODC- IAW TDL	COR	ODC- IAW TDL	COR

CLAUSES INCORPORATED BY FULL TEXT

52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT-- COST-REIMBURSEMENT (MAY 2001)

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

"Contractor's managerial personnel," means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with performing this contract.

"Work," includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the work under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all work called for by the contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or its subcontractors engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs any inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise provided in the contract, the Government shall accept work as promptly as practicable after delivery, and work shall be deemed accepted 90 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of all of the end items (other than designs, drawings, or reports) to be delivered under the contract, the Government may require the Contractor to replace or correct work not meeting contract requirements. Time devoted to the replacement or correction of such work shall not be included in the computation of the above time period. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be determined as specified in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance work required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of any undelivered articles and shall have the right to make an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged the Contractor or to the reduction in fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause shall apply in the same manner to a corrected or replacement end item or components as to work originally delivered.

(j) The Contractor has no obligation or liability under the contract to correct or replace articles not meeting contract requirements at time of delivery, except as provided in this clause or as may otherwise be specified in the contract.

(k) Unless otherwise provided in the contract, the Contractor's obligations to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

Section F - Deliveries or Performance

Delivery Time and Place

CLIN	Description	Delivery	Qty	Ship to Address	UIC
0001	CSRR C&M	IAW TDL	Lot	IAW TDL	N00039
0002	Data	IAW CDRL	Lot	Data-IAW CDRL	N00039
0003	Travel/ODCs	IAW TDL	Lot	IAW TDL	N00039
0101	CSRR C&M	IAW TDL	Lot	IAW TDL	N00039
0102	Data	IAW CDRL	Lot	Data-IAW CDRL	N00039
0103	Travel/ODCs	IAW TDL	Lot	IAW TDL	N00039
0201	CSRR C&M	IAW TDL	Lot	IAW TDL	N00039
0202	Data	IAW CDRL	Lot	Data-IAW CDRL	N00039
0203	Travel/ODCs	IAW TDL	Lot	IAW TDL	N00039
0301	CSRR C&M	IAW TDL	Lot	IAW TDL	N00039
0302	Data	IAW CDRL	Lot	Data-IAW CDRL	N00039
0303	Travel/ODCs	IAW TDL	Lot	IAW TDL	N00039
0401	CSRR C&M	IAW TDL	Lot	IAW TDL	N00039
0402	Data	IAW CDRL	Lot	Data-IAW CDRL	N00039
0403	Travel/ODCs	IAW TDL	Lot	IAW TDL	N00039

## PERIODS OF PERFORMANCE

### Periods of Performance

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE
0001	CSRR C&M	10 July 2013 through 9 July 2014
0002	Data	10 July 2013 through 9 July 2014
0003	Travel/ODCs	10 July 2013 through 9 July 2014
0101	CSRR C&M	10 July 2014 through 9 July 2015
0102	Data	10 July 2014 through 9 July 2015
0103	Travel/ODCs	10 July 2014 through 9 July 2015
0201	CSRR C&M	10 July 2015 through 9 July 2016
0202	Data	10 July 2015 through 9 July 2016
0203	Travel/ODCs	10 July 2015 through 9 July 2016
0301	CSRR C&M	10 July 2016 through 9 July 2017
0302	Data	10 July 2016 through 9 July 2017
0303	Travel/ODCs	10 July 2016 through 9 July 2017
0401	CSRR C&M	10 July 2017 through 9 July 2018
0402	Data	10 July 2017 through 9 July 2018
0403	Travel/ODCs	10 July 2017 through 9 July 2018

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I  
52.247-34

Stop-Work Order (Aug 1989) - Alternate I  
F.O.B. Destination

APR 1984  
NOV 1991

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

Combo

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

N00039

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

**Routing Data Table To be filled out at award\***

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

**COR's e-mail to be entered at award.**

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

paul.jenkins@navy.mil

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

(End of clause)

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

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

CONTRACTING OFFICER REPRESENTATIVE

Name: To be identified at award

Code:

Address:

Phone Number:

E-mail:

(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 Incentive Fee (CPIF) contract.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

5252.227-9213 PATENT MATTERS POINT OF CONTACT (OCT 2008)

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

Office of Patent Counsel-Code 360012  
SPAWARSYSCEN  
53560 Hull Street  
San Diego, CA 92152-5001

(619) 553-3001

Do not submit interim and final invention reports to this address.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

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

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

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA:

- (1) to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer, and
- (2) to the Procuring Contracting Officer.

(End of clause)

Section H - Special Contract Requirements

OPTION EXERCISE DATES

Option Exercise Period

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

CLIN	DESCRIPTION	EXERCISE PERIOD
0101	CSRR C&M	10 July 2014 through 9 July 2015
0102	Data	10 July 2014 through 9 July 2015
0103	Travel/ODCs	10 July 2014 through 9 July 2015
0201	CSRR C&M	10 July 2015 through 9 July 2016
0202	Data	10 July 2015 through 9 July 2016
0203	Travel/ODCs	10 July 2015 through 9 July 2016
0301	CSRR C&M	10 July 2016 through 9 July 2017
0302	Data	10 July 2016 through 9 July 2017
0303	Travel/ODCs	10 July 2016 through 9 July 2017
0401	CSRR C&M	10 July 2017 through 9 July 2018
0402	Data	10 July 2017 through 9 July 2018
0403	Travel/ODCs	10 July 2017 through 9 July 2018

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 5252.219-9201 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2003)

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 5252.227-9206 SUBMISSION OF INTERIM AND FINAL INVENTION REPORTS AND NOTIFICATION OF ALL SUBCONTRACTS FOR EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (OCT 2008)

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

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

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

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

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

(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)**

#### 5252.237-9602 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)

#### 5252.237-9603 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (JUNE 2011)

- (a) Definition. As used in this clause, "sensitive information" includes:

- (i) All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
- (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
- (iii) Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;
- (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

(b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include "sensitive information" or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
- (iv) Execute a "Contractor Access to Information Non-Disclosure Agreement," and obtain and submit to the Contracting Officer a signed "Contractor Employee Access to Information Non-Disclosure Agreement" for each employee prior to assignment;
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the Contractor inadvertently accesses or receives any information marked as "proprietary," "procurement sensitive," or "source selection sensitive," or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N),

DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the "Contractor Non-Disclosure Agreement," a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A "firewall" may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

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

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

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

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

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

(End of clause)

#### 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:

Frederick D. Renz  
4301 Pacific Highway, Code 2.0  
San Diego, CA 92110  
(619) 524-7184

(End of clause)



Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
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 Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	FEB 2012
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
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	FEB 2012
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2011
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2011) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2012
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
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JUL 2012
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001

52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	MAY 2012
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	MAY 2012
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 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 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	APR 2012
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 Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	JUN 2012
252.223-7004	Drug Free Work Force	SEP 1988

252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.226-7001	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	FEB 2012
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2012
252.227-7015	Technical Data--Commercial Items	DEC 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAR 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.234-7004 Alt I	Cost and Software Data Reporting System Alternate I	NOV 2010
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2012
252.244-7001	Contractor Purchasing System Administration	JUN 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	APR 2012
252.246-7001	Warranty Of Data	DEC 1991
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

52.216-10 INCENTIVE FEE (JUN 2011)

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

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

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

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

(c) Withholding of payment.

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

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

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

(e) Fee payable. (1) The fee payable under this contract shall be in accordance with Section B clause 5252.216-9203 Payment of Incentive Fee. In no event shall the fee be greater than **11** percent or less than **0** percent of the target cost.

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.217-8 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 60 days.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 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 five years.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 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)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

( ) Yes ( ) No

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

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

#### (a) Definitions.

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 14 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

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

authority of the SAR.

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

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

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

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

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

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

(End of clause)

## 52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

**TBD**

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining

the price objective and in negotiating the final price;

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

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

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

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

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

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

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

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

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

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

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

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

**To be filled out at award**

(End of clause)

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:

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

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

(End of clause)

252.203-7004 Display of Fraud Hotline Poster(s) (Sep 2011)

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

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

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

[www.dhs.gov/](http://www.dhs.gov/)

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)

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

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

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

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

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

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

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

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

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

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

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

(6) Executive Order 13222, as extended.

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; e.g., the enterprise identifier along with the contractor's property internal identification, i.e., tag number is recognized as the serial number; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Government-furnished material;

(2) Reparables;

(3) Contractor-acquired property;

(4) Property under any statutory leasing authority;

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

(6) Intellectual property or software; or

(7) Real property.

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

(1) Parent UII.

(2) Concatenated UII.

(3) Received/Sent (shipped) date.

(4) Status code.

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

(6) Current part number effective date.

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

(8) Contract number.

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

(10) Mark record.

- (i) Bagged or tagged code (for items too small to individually tag or mark).
  - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
  - (iii) Effective date (date the mark is applied).
  - (iv) Added or removed code/flag.
  - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
  - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
  - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
  - (viii) Value, e.g., actual text or data string that is recorded in its human readable form.
  - (ix) Set (used to group marks when multiple sets exist); for the purpose of this clause, this defaults to ``one (1)".
- (e) Procedures for updating the DoD IUID Registry. The Contractor shall update the DoD IUID Registry at <https://www.bpn.gov/iuid> for changes in status, mark, custody, or disposition of items--
- (1) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;
  - (2) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;
  - (3) Disposed of; or
  - (4) Transferred to a follow-on or other contract.
- (End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011)

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

Acceptable earned value management system means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

Earned value management system means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

- (b) System criteria. In the performance of this contract, the Contractor shall use--

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

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

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

(d) If this contract has a value of less than \$50 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

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

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after--

(1) Contract award;

(2) The exercise of significant contract options; and

(3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

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

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

(i) Significant deficiencies.

(1) The Contracting Officer will provide an initial determination to the contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action;

(iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and

(iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the contracting officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

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

**TBD**

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

**TBD**

(End of clause)

**CLAUSES INCORPORATED BY FULL TEXT**

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

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

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

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

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

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

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

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

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

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

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

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

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

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

(10) Name of the steamship company.

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

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

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

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

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

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

(End of clause)

**CLAUSES INCORPORATED BY FULL TEXT**

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

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

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

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

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

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

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

(i) Noncommercial items; or

(ii) Commercial items that--

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

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

Attachment 1- Statement of Work (SOW), Common Submarine Radio Room (CSRR), Control and Management (C&M)-dated 29 November 2012

Attachment 2- Security Classification, DD-254-dated 17 October 2012

Attachment 3- Prime Cost Summary-Spreadsheet

Attachment 4- Subcontractor Cost Summary-Spreadsheet

Attachment 5- Relevant Experience Form

Attachment 6- Code and specification documents-Accessible on secure website

Attachment 7- Scheduled Government Furnished Property List

Exhibit A- Contract Data Requirements List (CDRL) DD-1423, Common Submarine Radio Room (CSRR) Control and Management (C&M)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-8	Annual Representations and Certifications	MAY 2012
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	NOV 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7007	Alternate A, Annual Representations and Certifications	JUL 2012
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

#### 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

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

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

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

#### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

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

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

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

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

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

(3) Certificate of Monetary Exemption.

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

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

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

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

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

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

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES  NO

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

Yes  No

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

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

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

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

### **252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Deviation) (Jan 2012)**

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

(End of provision)

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

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

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

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

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

(End of clause)

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

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

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

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

(i) The plan shall--

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

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

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

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

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

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

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

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

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

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

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

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

(c) The offeror shall identify the subcontractors (or the subcontracted effort if subcontractors have not been selected) to whom the EVMS requirements will apply. The offeror and the Government shall agree to the subcontractors or the

subcontracted effort selected for application of the EVMS requirements. The offeror shall be responsible for ensuring that the selected subcontractors comply with the requirements of the Earned Value Management System clause of the contract.

(End of provision)

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

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

(End of provision)

K-307 CONTRACT ADMINISTRATION OFFICE (DEC 1999)

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) - Alternate I	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.215-7008	Only One Offer	JUN 2012
252.234-7001	Notice of Earned Value Management System	APR 2008

CLAUSES INCORPORATED BY FULL TEXT

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

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

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

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

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

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

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

(End of provision)

52.215-20 REQUIREMENTS FOR 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) In accordance with FAR 15.403-3(b), the offeror shall submit the information described in provision L-317, Submission of Proposals (Complex), paragraph 3.2. This information is required to assist the Contracting Officer in determining the cost realism of competing offers. The terms “cost realism” and “Information other than cost or pricing data” are defined in FAR 15.401.

(End of Alternate IV)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Incentive Fee (CPIF) contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

**Frederick D. Renz  
Contracting Officer  
4301 Pacific Highway  
San Diego, CA 92110**

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

(End of provision)

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

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

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

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

(End of provision)

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

Software source code and software documentation associated with the CSRR Control and Management maintenance effort is not available for public distribution but may be accessed and examined at the following location: CSRR Control and Management (C&M) contract on the NESI collaboration website. To request access to this secured website, each company must sign and return the Non-Disclosure Agreement (NDA) and the DD Form 2345 posted on the e-commerce site entitled, "Bidder's Repository NDA" and provide the e-mail address and phone number for each requested user to Patricia Ponce Feliu at [patricia.poncefeliu@navy.mil](mailto:patricia.poncefeliu@navy.mil). Each company may request access for up to two representatives. Each user is required to be a U.S. DoD contractor and have a valid DoD or ECA issued PKI certificate to gain access to the website. If an offeror is a U.S. DoD contractor and does not have a valid DoD or ECA-issued PKI certificate, contact Mike Philbrook at (619) 553-1660 for further instruction. The Government will provide instructions on how to access the secured site to the approved company representatives after their NDAs are received.

(End of provision)

5252.215-9209 USE OF NON-DEVELOPMENT ITEMS (NOV 1991)

Use of non-development items (NDI) is the preferred method of satisfying operational requirements of the Navy where such use does not significantly degrade the operational or performance requirements. NDI is defined as any of the following:

- a. Commercial and commercial type products.
- b. Material developed and in use by the Navy and other military service or government agency.
- c. Material developed and in use by other countries.
- d. Any of the above that can be modified or integrated to meet the requirements of this solicitation.

Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e., end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal.

The intent of the NDI alternative is to provide the Navy with effective and economical solutions to its essential operational requirements. Less than full compliance with all performance, technical or operational objectives does not preclude the use of NDI, and offerors should propose such NDI in order for the Navy to consider technical and performance trade-offs. However, NDI alternatives that significantly degrade the performance characteristics of the contract product(s), will not be considered. Offerors are requested to present the cost/benefit analysis that supports the intelligent employment of NDI alternatives.

(End of provision)

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

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

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

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

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

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

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

(End of provision)

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

(a) The Department of Defense is--

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

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

(b) The offeror--

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

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

(End of provision)

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

### 1.0 SOLICITATION OVERVIEW

This solicitation is for the continued development, maintenance, and sustainment of the existing Common Submarine Radio Room (CSRR) Control and Management (C&M) software. The CSRR integrates physical components from other Programs Of Record (PORs) (i.e. Automated Digital Network System (ADNS), Digital Modular Radio (DMR), Navy Multi-Band Terminal (NMT), Global Broadcast Service (GBS), Super High Frequency (SHF), Submarine Single Messaging System (SubSMS), and ancillary equipment) into a common architecture. The CSRR C&M software effectively manages these physical components to control, process and disseminate Command, Control Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) information to provide the submarine fleet with secure, reliable, and covert communications.

The technical approach to this effort is based on the concept of a CSRR that includes a common open systems architecture, common software, common technical documentation, and a single Software Support Activity (SSA). The common software configuration approach includes the structure of the code; the databases used to track requirements, software source files, baseline documentation, host equipment/processors, and the verification and validation process/procedures. The CSRR C&M is coded in Java with a Linux operating system and interfaces with an Oracle database. The CSRR is currently installed on the VIRGINIA, SEAWOLF, LOS ANGELES and OHIO (Ship, Submersible, Ballistic, Nuclear (SSBN) and Ship, Submersible, Guided, Nuclear (SSGN)) Class submarines. The Government requires that the existing CSRR C&M software be maintained and further developed using the common configuration approach described above.

**1.1 QUESTIONS.** Offerors may submit questions concerning, or request clarification of any aspect of this RFP. All questions shall be submitted in writing by electronic means through the CSRR C&M solicitation page on the Space and Naval Warfare Systems Command (SPAWAR) e-Commerce website at <https://e-commerce.sscno.nmci.navy.mil> no later than **fifteen calendar days** after issuance of this RFP. Offerors are advised that the Government will make available to the public any offeror questions and comments and the Government's associated responses; therefore Offerors shall not provide questions or comments of a proprietary nature. The Government will use its best efforts to respond to Offeror questions and comments; however, responses are not guaranteed. All questions and answers will be posted on the SPAWAR e-Commerce website at <https://e-commerce.sscno.nmci.navy.mil>.

**1.2 RECEIPT OF OFFERS.** Proposals are due not later than 2:00 PM Pacific Time on **15 January 2013**. All times are local time in San Diego, California.

**1.3 VALIDITY OF PROPOSALS.** Proposals submitted in response to this solicitation shall be valid for **240 calendar days** from the solicitation closing date.

## 2.0 PROPOSAL REQUIREMENTS

### 2.1 PROPOSAL ORGANIZATION, FORMAT, AND CONTENT

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

- a. Volume I: Technical Proposal Volume
- b. Volume II: Cost/Price Proposal Volume
- c. Volume III: Contract Documents Volume

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

The Offeror’s proposal volumes shall include the following:

NUMBER OF PAPER COPIES	VOLUME	SECTION L REFERENCE	PAGE LIMIT	SECTION SUFFIX
1	<b>I. TECHNICAL PROPOSAL</b>			<b>V1.TECH</b>
	Section A – Corporate Experience (Factor 1)	3.1.1	45 pages total	V1.CORP
	Section B - Software Development Approach (Factor 2)	3.1.2	No page limit.	V1.SDA
	Section C – Past Performance (Factor 3)	3.1.3	Two (2) pages total per reference (Exclusive of CPARS evaluations, if provided)	V1.PAST
	Section D – Management Approach (Factor 4)	3.1.4	20 pages	V1.MGMT
	Section E – Small Business Commitment (Factor 5)	3.1.5	Ten (10) pages total (excluding SF 294s, copies of binding agreement, enforceable commitments, and letters of intent.	V1.SBC
1	<b>II. COST PROPOSAL</b>	3.2	No page limit	<b>V2.COST</b>
1	<b>III. CONTRACT DOCUMENTS</b>	3.3		<b>V3. CONTRACT</b>
	Section A: Letter of Transmittal, Completed	3.3.1	3 pages maximum for Letter of Transmittal	V3.LETTER

	<b>Standard Form (SF) 33, and Completed RFP Sections B - K</b>			
	<b>Section B: Security Clearance Levels</b>	<b>3.3.2</b>	<b>1 page maximum</b>	<b>V3.SECURITY</b>
	<b>Section C: Organizational Conflict of Interest Mitigation Plan(s)</b>	<b>3.3.3</b>	<b>No page limit</b>	<b>V3.OCI</b>
	<b>Section D: Small Business Subcontracting Plan</b>	<b>3.3.4</b>	<b>No page limit</b>	<b>V3.SB</b>
	<b>Section E: Foreign Owned Subcontractors</b>	<b>3.3.5</b>	<b>No page limit</b>	<b>V3.FOREIGN</b>

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

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

Paper copies of the proposal shall be submitted as follows:

1. **Binding and Labeling**: Each volume of the proposal shall be separately bound in a 3-ring binder. A cover sheet shall be affixed to each volume, clearly marked as to the volume number, the copy number, the RFP identification and the Offeror's name. The volume and copy numbers shall appear on the spine of the volume binder to permit rapid accounting when the volume is placed in a vertical position in a storage cabinet.
2. **Format**: The proposal shall be on 8-1/2" X 11" recycled paper with single-spaced typed lines, including figures, glossaries, table of contents and cover sheets. Each sheet shall be printed on both sides. Type size shall be Times New Roman and no smaller than 12 point in the text, 10 point in spreadsheets, and 6 point on drawings, figures, and tables. Foldouts may be used, but shall be no larger than 11" by 17", shall be printed on one side only, and shall count as two pages. Standard margins shall be a minimum of one inch, excluding header and footer. The volumes shall contain a glossary of abbreviations and acronyms used and an explanation of each. No pen and ink changes are allowed.
3. **Numbering**: Pages shall be numbered consecutively within each section to indicate the volume, section, and page. For example, page 19 of Volume I, Section 3 would be numbered I-3-19. Pages in the Cost Proposal volume shall be numbered consecutively.

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

Responses to the requirements in each of the factors listed in Section M are necessary to enable the Government to evaluate the Offeror's understanding of, and capability to accomplish, the stated requirements. The Offeror must provide sufficient detail to substantiate the validity of all stated claims. Proposals shall be submitted in accordance with the instructions contained herein. Non-conformance may cause rejection of, or the downscoring of, the proposal. An Offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Proposals should be clear, concise and complete. Organization, clarity, accuracy of information, relevance, and completeness

are of prime importance. Sufficient supporting information shall be provided to allow the Government to evaluate the Offeror's approach.

### **3.0 PROPOSAL VOLUMES**

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

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

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

**3.1.1 FACTOR 1 – CORPORATE EXPERIENCE.** The Offeror shall describe its relevant and recent corporate experience on a maximum of three (3) previous Government contracts performing the following types of efforts, in descending order of importance:

- (a) The development, maintenance, and sustainment of software used to configure, monitor, and provide operational status of integrated communications resources (such as receivers, transceivers, and cryptographic equipment) found in Navy and/or Coast Guard afloat platforms.
- (b) The development, maintenance, and sustainment of software used to configure, monitor, and provide operational status of integrated communications resources (such as receivers, transceivers, and cryptographic equipment) on other than afloat platforms.
- (c) The development, maintenance, and sustainment of software for Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) systems for U.S. Navy applications.
- (d) The development, maintenance, and sustainment of software for C4ISR systems for U.S. Department of Defense (DoD) applications.
- (e) Experience with large software development efforts for U.S. DoD applications.

At least one relevant and recent experience shall be from the prime contractor.

"Relevant" refers to the extent to which the Offeror's experience is similar in scope and magnitude of effort and complexity as the effort required by this solicitation. "Recent" refers to whether the efforts were performed (but not necessarily completed) within the last five years.

If the Offeror has not had corporate experience under three (3) Government contracts, the Offeror shall describe its subcontract/ commercial contract experience performing the types of efforts described in (a)-(e) above.

The offeror shall describe how each of the three contracts falls within the experience categories (a) through (e) established above. The offeror shall describe the functionality of the software developed under each contract, to include a description of the user interface.

The offeror shall also describe the extent to which the efforts the offeror performed on each of the three contracts correspond to the efforts required by Sections 2.1.2, 2.2, 2.3, 2.4, 2.5, 2.6, and 2.7 (including all subparagraphs in each section) of the CSRR Statement of Work.

**3.1.2 FACTOR 2 – SOFTWARE DEVELOPMENT APPROACH.** The Offeror shall submit a draft version of their Software Development Plan (SDP). The SDP may be formatted as desired by the Offeror but must contain the information described by SDP DID DI-IPSC-81427A and as stated in SOW paragraph 2.5.1.1. The SDP shall define the offeror’s proposed life cycle model and the processes used as a part of that model. In this context, the term “life cycle model” is as defined in IEEE/EIA Std. 12207.0. The SDP shall describe the overall life cycle and shall include primary, supporting, and organizational processes based on the work content of this solicitation. In accordance with the framework defined in IEEE/EIA Std. 12207.0, the SDP shall define the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks. Because IEEE/EIA Std. 12207 does not prescribe how to accomplish the task, the offeror must provide this detailed information so the Government can assess whether the offeror’s approach is viable. The SDP shall contain the information defined by IEEE/EIA Std. 12207.1, section 5.2.1 (generic content) and the Plans or Procedures in Table 1 of IEEE/EIA Std. 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted. Information provided must include, at a minimum, specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification. Offerors shall also submit, as a part of their proposal, an SDP Rationale which describes why their specific approach is appropriate for the software to be developed and maintained and how their proposed processes are equivalent to those articulated by CMMI® capability level 3. The SDP is not page limited.

Offerors shall submit a description of previous experience in developing software of the same nature as this solicitation. As a part of this description, the offerors shall describe the extent to which personnel who contributed to these previous efforts will be supporting this solicitation. Offerors shall also submit a description of previous experience in developing software using the same or similar processes and approaches as proposed for this solicitation. Offerors shall describe the extent to which personnel who contributed to these previous efforts will be supporting this solicitation. Offerors shall also describe any previous CMMI® or equivalent model-based process maturity appraisals performed. As a part of this description, offerors shall identify the organizational entity and location where the appraisal was performed, the type of evaluation, the organization performing the evaluation, and the level earned.

Offerors shall describe their approach for developing and maintaining the CSRR C&M software using a modular open systems approach (MOSA). The offeror shall describe its approach for minimizing use of proprietary, vendor unique, or closed elements in its Software Development Approach. The offeror shall also describe its process for identifying and justifying proprietary, vendor unique or closed interfaces, code modules, hardware, firmware, or software when use of such elements is recommended. Offerors shall also describe their experience developing and maintaining software using Java, Linux, and Oracle.

**3.1.3 FACTOR 3 – PAST PERFORMANCE.** The Offeror shall provide past performance information on the three (3) contracts submitted under Factor 1, Corporate Experience.

To support the evaluation, the offeror shall submit Attachment 5, Relevant Experience Form, for each of the three contracts. The Relevant Experience Form shall not exceed two pages. The offeror shall ensure that the references cited in blocks 9a and 9b of the Relevant Experience Form are current and accurate. The offeror shall also attach the most recent Contractor Performance Assessment Reporting System (CPARS) evaluations associated with each past performance experience, if available. The CPARS evaluations shall not count against the page limitation for the Relevant Experience Form.

The Government reserves the right to use past performance information obtained from sources other than the offeror. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of proof of providing thorough and complete past performance information remains with the Offeror.

**3.1.4 FACTOR 4 – MANAGEMENT APPROACH.** The Offeror shall describe its proposed Program Management Approach for managing and directing the maintenance, sustainment, and continued development of the existing CSRR C&M software. The Offeror shall describe its policies, plans, and procedures for managing cost,

schedule and performance risk. The Offeror shall describe its proposed program management organization for the CSRR C&M maintenance, sustainment, and development efforts, including identification of lines of responsibility, authority, and communication, and management of subcontractors.

The Offeror shall describe its Earned Value Management System to be used in accordance with DFARS clause 252.234-7001 Notice of Earned Value Management System, and DFARS clause 252.234-7002 Earned Value Management System. The Offeror shall provide documentation or evidence of Defense Contract Management Agency (DCMA) EVMS validation and/or compliance of their EVMS with the ANSI/EIA-748-B standards.

**3.1.5 FACTOR 5 – SMALL BUSINESS COMMITMENT.** The Offeror, unless otherwise exempt, due to being a small business concern or a company performing outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico, shall, in accordance with FAR 19.7 and FAR 52.219-9, submit a Small Business Subcontracting Plan. The Small Business Subcontracting Plan shall be submitted as part of the Contract Documents volume and is a separate submission from the data requested below.

Proposals submitted in response to this solicitation by large business concerns should demonstrate that at least 25% of the subcontracted amount of their proposal represents subcontract awards to Small Business Concerns. The small business subcontracting goals for this procurement are stated below:

<b>Small Business Categories</b>	<b>SPAWAR goals (Based upon % of subcontracted amount)</b>
Total Small Business (includes the below)	25%
Small Disadvantaged Business	5%
Woman-Owned Small Business	3%
HUBZone	1%
Veteran Owned Small Business	3%
Service-Disabled Veteran Owned Small Business	2%

Large business concerns shall provide a narrative that describes the extent to which they have identified and committed to provide for participation by Small Business Concerns, Small Disadvantaged Concerns, Women-Owned Small Business Concerns, HubZone Small Business Concerns, Veteran-Owned Small Business Concerns and Service-Disabled Veteran-Owned Small Business Concerns in the performance the requirements addressed within this solicitation. Large business offerors shall also provide documentation (copies of subcontracts, letters of intent) to demonstrate commitment to the small business concerns they have selected to participate in the CSRR C&M effort.

The offeror shall also describe how the tasks assigned to the selected Small Business subcontractors are meaningful to the overall success of the program and also broaden the subcontractor’s technical capability. The offeror shall describe their management approach for enhancing Small Disadvantaged, Women-Owned Small Business, HubZone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business subcontractor’s technical capability. Of special interest is the amount and type of work to be performed by the subcontractor(s). The offeror shall explain the reasons for and advantages of selecting particular subcontractors.

Offerors who are large business concerns shall also provide evidence of the extent to which they have met small business subcontracting goals on previous contracts. To demonstrate previous goal achievement, the Offeror shall submit the two most recently filed Individual Subcontract Reports (formerly SF 294) or other documentation for each of the three prime contracts cited in Factor 3, Past Performance. The Government may consult various sources, including CPARS Assessments, PPQs, the PPIRS and eSRS databases, or any other relevant sources deemed appropriate to verify the extent to which subcontracting goals have been met. ISRs or other supporting documentation are not required for subcontractor experiences cited in Factor 3.

**3.2 COST VOLUME**

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

**ORGANIZATION:** The cost proposal instructions outlined in this section shall be followed in developing the proposed costs and prices for all CLINs listed in Section B – Supplies/Services and Prices/Cost of this RFP. The cost volume shall include (a) a completed Section B; (b) completed prime contractor and subcontractor cost summaries, (3) supporting cost data, and (4) evidence of an adequate accounting system to support award of a cost reimbursement contract.

- (a) Section B: Offerors shall complete Section B and provide it with this volume, with an additional copy to be provided in the Contract volume. The cost volume submitted by the offeror shall include the cost for all CSRR C&M CLINs. Prime contractors shall ensure that the amounts entered in Section B match the amounts contained in solicitation Attachment 3 for each CLIN.
- (b) Prime Contractor and Subcontractor Cost Summaries (solicitation Attachments 3 and 4): Offerors (Prime contractors and all subcontractors) shall provide the information requested in solicitation Attachment 3 (Prime Contractor Cost Summary) and Attachment 4 (Subcontractor Cost Summary), with formulae intact (not “read-only” or “PDF” files) with all calculations rounded to two (2) decimal places. Prime contractors and potential subcontractors shall work together to ensure that the amounts entered in their respective cost attachments are consistent (e.g. subcontractor total costs in Attachment 4 match the subcontractor total in Attachment 3).

(1) Direct labor hours/labor/categories: For CLIN 0001 and option CLINs 0101, 0201,0301 , and 0401, the offeror shall provide a total estimated cost and incentive fee calculated in accordance with the labor hours and labor mix provided herein and in solicitation Attachment 3 and the instructions provided in Section B.

Labor Category	CLIN 0001	CLIN 0101	CLIN 0201	CLIN 0301	CLIN 0401	TOTAL
Engineer-3	4075	7708	4574	3552	9454	29363
Engineer-2	8415	13895	9069	7642	17141	56162
Engineer-2 (Govt Site)	1840	1800	1800	1820	1840	9100
Engineer-1	1274	2835	1373	1157	2779	9418
Technical Analyst-2	536	933	577	487	973	3506
Program Manager	1526	1885	1644	1386	1928	8369
Project Manager	3319	4186	3577	3014	4528	18624
Management Analyst-3	696	1084	750	633	1264	4427
Management Analyst-2	1071	1473	1155	973	1664	6336
Management Analyst-1	427	666	460	388	682	2623
Total	23179	36465	24979	21052	42253	147928

The labor mix provided above is for bidding purposes only to establish the estimated cost for each year of contract performance. The labor mix realized during contract performance may vary from the mix set forth above.

The Labor Category Definitions are provided below. These definitions are also included in Attachments 3 “Prime Cost Summary” and 4 “Subcontractor Cost Summary”, under the Labor Category Definition tab.

In order to permit a rapid comparison between the Government provided labor mix shown below and the Offeror's actual labor mix, the Offeror and each subcontractor shall complete the Personnel Matrix tab contained in Attachments 3 and 4. This matrix provides a cross reference from the Government's labor categories to 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.

### **Engineering:**

**Engineer 3:** A Bachelor of Science (BS) degree from an accredited four-year college or university in Applied Science, Computing, Engineering, Mathematics, or Management Information Systems and a minimum of six years of experience in a relevant technical field, to include software systems analysis, design, development, test and evaluation. Five years of additional work experience may be substituted for a degree.

**Engineer 2:** A BS degree from an accredited a four-year college or university in Applied Science, Computing, Engineering, Mathematics, or Management Information Systems; and a minimum of three years of experience in a relevant technical field, to include software systems analysis, design, development, test and evaluation. Five years of additional work experience may be substituted for a degree.

**Engineer 1:** A BS degree from an accredited a four-year college or university in Applied Science, Computing, Engineering, Mathematics, or Management Information Systems and a minimum of one year of experience in a relevant technical field, to include software systems development and test. Five years of additional work experience may be substituted for a degree

### **Technical Analyst:**

**Technical Analyst 2:** An Associate's degree from an accredited college or university in Applied Science, Computing, Engineering, Mathematics, or Management Information Systems and a minimum of two years of experience in a relevant technical field to include software systems development and test. Three years of additional work experience may be substituted for a degree.

### **Program Management:**

**Program Manager:** A Bachelor's degree from an accredited four-year college or university in Applied Science, Computing, Engineering, Physical Sciences, Mathematics, or Management Information Systems; and a minimum of six years of professional program management experience. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures. Five years of additional work experience may be substituted for a degree.

**Project Manager:** A Bachelor's degree from an accredited four-year college or university in Applied Science, Computing, Engineering, Physical Sciences, Mathematics, or Management Information Systems and three years of project management experience. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures. Five years of additional work experience may be substituted for a degree.

### **Management Analysts:**

**Management Analyst 3:** A Bachelor's degree from an accredited four-year college or university in Engineering, Physical Sciences, Mathematics, Management Information Systems or Business and a minimum of six years of professional finance, contract or scheduling experience. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures. Five years of additional work experience may be substituted for a degree.

**Management Analyst 2:** A Bachelor's degree from an accredited four-year college or university in Engineering, Physical Sciences, Mathematics, Management Information Systems or Business and a

minimum of three years of professional finance, contract or scheduling experience. Five years of additional work experience may be substituted for a degree.

**Management Analyst 1:** A Bachelor’s degree from an accredited four-year college or university in Engineering, Physical Sciences, Mathematics, Management Information Systems or Business and a minimum of one year of professional finance, contract or scheduling experience. Five years of additional work experience may be substituted for a degree.

(2) Other Direct Costs: For CLIN 0003 and option CLINs 0103,0203, 0303 and 0403, the prime contractor shall insert the following not to exceed travel and Other Directs Costs (ODC) amounts in Section B. These amounts are non-fee bearing and are all inclusive (include contractor burdens such as General & Administrative expense, etc.)

CLIN	ODC amount
0003	\$55,000
0103	\$50,000
0203	\$50,000
0303	\$50,000
0403	\$60,000

(c) **Supporting Cost Data.** The prime contractor and each subcontractor shall provide a cost narrative that explains the rationale behind the proposed direct labor rates and indirect rates.

1) Direct Labor Rates: The prime contractor and each subcontractor shall provide the most current direct labor rates that are in effect at the time of proposal submission. To substantiate the proposed direct rates, if the prime contractor or subcontractor has an FPRA or FPRP for indirect rates approved by DCMA for use for proposal submission, offerors shall submit a copy of the FPRA/FPRP that is effective at the time of proposal submission.

(a) In the event the prime contractor or subcontractor does not have an approved FPRA/FPRP, the prime contractor and subcontractor shall submit alternative documentation to support their proposed direct labor rates. Acceptable documentation includes the following:

- (i) Most recent payroll data (if proposing named, current employees);
- (ii) Copies of Letters of Intent that indicated agreed upon rate of pay (if proposing named new hires);

(b) Labor Category Averages. If labor category averages are used, provide a detailed narrative and include the calculation used to establish the category average. For example, provide a list of the current salaries for all employees working in that labor category, divided by the number of current employees in that labor category; or

(c) Comprehensive description. If proposing a direct labor rate not supported by an approved FPRA/FPRP or supported by the data described in (a) – (c) above, provide a detailed, comprehensive description of the methodology used to establish the proposed direct labor rate. The description shall include both the source of the rate (i.e., where the rate was obtained) and a description of how the resulting rate was calculated. Merely stating that a “salary survey” or “market survey” was used is not sufficient.

If proposing composite direct labor rates that represent a combination of company labor categories, functional elements, or Government Fiscal Year accounts, the prime contractor and subcontractors shall provide documentation of how the rates were developed.

Prime contractors and subcontractors shall also include the basis for any projected annual increases (e.g. escalation) and any other factors applied to direct rates.

(2) Indirect Rates: Prime contractors and subcontractors shall identify and provide support for their proposed indirect rates. Sample indirect rate accounts are listed below.

1. Engineering Overhead
2. Fringe benefits
3. General & Administrative (G&A) expense
4. Material and Subcontractor (M&S) Handling
5. Facilities Capital Cost of Money (FCCM)

The prime contractor and each subcontractor shall submit detailed definitions for each indirect rate account, to include the specific costs that accrue to it and the base (e.g. direct labor) to which it is applied.

To substantiate the proposed indirect rates, if the prime contractor or subcontractor has an FPRA or FPRP for indirect rates approved by DCMA for use for proposal submission, offerors shall submit a copy of the FPRA/FPRP that is effective at the time of proposal submission.

In the event the prime contractor or subcontractor does not have an approved FPRA/FPRP, the offeror shall provide five (5) years of actual historical indirect cost data in the historical data tab of Attachment 3 "Prime Cost Summary" or Attachment 4 "Subcontractor Cost Summary", as applicable. This historical cost data shall be provided for each indirect rate proposed. In addition, the offeror shall provide a detailed narrative explanation of the reason for any year to year variation in indirect rates greater than 3% (both in the historical data and in the indirect rates proposed in its offer for this solicitation).

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

**(d) Accounting System.** In order to be awarded a cost reimbursement contract, prime contractors and subcontractors must have an adequate accounting system. Prime contractors and subcontractors shall provide a copy of the report from the cognizant DCAA office stating that their respective accounting systems are adequate for the accumulation, reporting, and billing of costs under a cost reimbursement contract. It is the Prime Contractor's responsibility to ensure that each Subcontractor has an adequate accounting system. Subcontractors that do not have an adequate accounting system should be proposed as Firm Fixed Price (FFP) or Time and Material (T&M).

In the event that a proposed subcontractor does not have an adequate accounting system, the subcontract must be proposed as Time and Materials (T&M) or Firm Fixed Price. To support a T&M subcontract, Attachment 4, Subcontractor Cost Summary, T&M Labor tab, shall be modified to show the buildup (base rate, application of overhead, G&A, and fee, etc) of the proposed T&M rate for each proposed employee in each labor category. For an FFP subcontract, Attachment 4, Subcontractor Cost Summary, FFP Labor tab may be modified to include employee name, labor category, total hours for the base and each option period, and a total price for that employee's efforts in the base and each option period and shows the buildup (base rate, application of overhead, G&A, and fee, etc) of the proposed fixed price amount for each proposed employee in each labor category. Completion of the T&M or FFP labor tabs does not relieve the subcontractor from completing the Historical Data tab as applicable..

Submission of Subcontractor Cost Data: Subcontractors shall submit the cost data required by this section directly to the Government in accordance with the guidance set forth in solicitation provision L-349, Submission of Electronic Proposals.

This is a competitive acquisition and adequate competition is anticipated. The supporting cost documentation requested is not considered certified cost or pricing data and shall not be certified in accordance with FAR 15.403-5. However, if after receipt of proposals the PCO determines that adequate competition does not exist, the PCO reserves the right to conduct negotiations and obtain certified cost or pricing data pursuant to FAR Part 15. In accordance with the Office of the Undersecretary of Defense (Acquisition, Technology, and Logistics) memorandum of 24 November 2010 entitled "Improving Competition in Defense Procurements", and the 27 April 2011 Office of the Undersecretary of Defense (Acquisition, Technology, and Logistics) memorandum that provided amplifying guidance, the negotiated price should not exceed the offered price. By submitting a proposal, the Offeror grants the PCO, or an authorized representative, the right to examine records that form the basis of the cost proposal. This examination and review can take place at any time before award.

### **3.3 VOLUME III – CONTRACT DOCUMENTS**

This volume is the Offeror's contractual commitment, complete in every respect and ready for acceptance by the Government. The Offeror's proposal shall be signed by a company official having actual authority to bind the contractor contractually.

#### **3.3.1 SECTION A – COVER LETTER, SIGNATURE PAGE (SF33), COMPLETED SECTIONS B-K**

The cover letter/signature page shall state that the proposal will remain valid for no less than 240 calendar days from the date the proposal is due. An executive of the company who possesses actual authority to contractually bind the Offeror shall sign the cover letter/signature page.

If the Offeror takes any exceptions to solicitation, those exceptions shall be provided in the cover letter of the Contract Volume. The Offeror shall provide a full explanation for all exceptions taken to the solicitation. Each exception shall be referenced to the applicable paragraph or contract line item number. Any material exceptions to the RFP may render the proposal unacceptable and ineligible for award on initial proposals.

The offeror's proposal shall include a cover letter on the offeror's letterhead stationery and signed by an executive of the company who possesses authority to contractually bind the offeror. The cover letter shall acknowledge receipt of all amendments (if any are issued) to the RFP. The submittal letter shall identify all enclosures being transmitted as part of the response to the RFP. The letter shall reference the RFP number and acknowledge that it transmits an offer in response to the RFP. It shall state: (1) Commercial and Government Entity (CAGE) number, (2) Data Universal Numbering System (DUNS) Number, (3) Taxpayer Identification Number (TIN), (4) address(es) of the location(s) at which the offeror intends to perform the proposed effort, (5) state the name, address and telephone number of the cognizant DCAA audit office, (6) the name, address and telephone number of the cognizant Defense Contract Management Command (DCMC) office, and (7) a statement that the proposal is valid for no less than **240 calendar days** after the date established for receipt of offers. Prime contractors shall ensure that all first tier subcontractors include the information (items 1-7 herein) in their cost proposal submission to the Government.

The offeror's proposal shall provide a completed RFP to include completed SF33 and Sections B – K.

#### **3.3.2 SECTION B – SECURITY CLEARANCE LEVELS**

Offerors must document that facilities and personnel proposed to perform this contract and requiring access to classified material as required by the contract possess at a minimum the security clearance levels required by the RFP (Attachment 2-DD Form 254).

#### **3.3.3 SECTION C – ORGANIZATIONAL CONFLICT OF INTEREST (OCI) MITIGATION PLAN(s)**

The Offeror shall submit draft versions of any required OCI Mitigation Plans, consistent with the guidance contained in the "Organizational Conflict of Interest" section in Section L.

#### **3.3.5 SECTION D – SMALL BUSINESS SUBCONTRACTING PLAN**

Offerors, unless otherwise exempt, due to being a small business concern or a company performing outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico, shall, in accordance with FAR 19.7 and FAR 52.219-9, submit a Small Business Subcontracting Plan (or approved comprehensive plan), as part of Volume III. Failure to submit and negotiate a subcontracting plan acceptable to the Contracting Officer shall make the offer ineligible for award of a contract.

**3.3.6 SECTION E – FOREIGN OWNED SUBCONTRACTORS**

The proposed Offeror shall identify any and all potential foreign-owned subcontractors they intend to team with for the procurement in the following format:

Name of Subcontractor:	
Country of Origin:	
Date of executed Technical Assistance Agreement (TAA):	

The Offeror shall provide a copy of the executed TAA within the Contracts Volume. In the event that a TAA is not in place at the time of proposal submission, the Offeror shall provide a copy of a draft TAA for Government review. The Offeror shall ensure that the TAA will be in place prior to the award of the contract. The Offeror shall ensure all applicable subcontractor flow down clauses are complied with by the all subcontractors, including foreign-owned.

(End of provision)

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

For Bidding/Proposal purposes the estimated effective date of contract award is 10 July 2013.

(End of provision)

**L-349 SUBMISSION OF ELECTRONIC PROPOSALS (SEP 2003)**

(a) Offerors shall submit one (1) signed paper version of their entire proposal to Space and Naval Warfare Systems Command, Attn: Frederick D. Renz, Code 2.1B4, 4301 Pacific Highway, San Diego, CA 92110-3127 not later than **2:00 p.m. San Diego, CA time on 15 January 2013**. The offeror’s paper version of their proposal shall be prepared on standard 8 ½” by 11” paper, single spaced, with 1” minimum margins. Foldouts may be used, but shall be no larger than 17” x 11”, shall be printed on one side only, and shall count as two pages. The type used shall be no smaller than Times New Roman, 8-point. Tables, drawings and graphics may be single spaced, with type no smaller than Times New Roman, 8-point.

(b) Offerors shall also submit their proposals electronically to SPAWAR under the instructions contained in this provision. Electronic proposals must be identical to the signed paper proposal submission and shall be submitted as searchable “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>.

(c) E-Proposal files shall not contain classified data. The offeror's e-proposal files shall be structured and named in accordance with the conventions outlined in the table below. The full name for each file will consist of solicitation number, offeror name, volume, and content type suffix (e.g. *N00039-13-R-0001.OFFEROR\_NAME.V1.TECH.pdf*). Files submitted as attachments or enclosures shall be indicated by adding .ENCLx or .ATTx, where x is the sequential attachment/enclosure for each file (e.g. *N00039-13-R-0001.OFFEROR\_NAME.V2.COST.ATT1.xls*). Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number and offeror's name. The offeror's e-proposal shall be in accordance with the requirements set forth below:

<b>NUMBER OF PAPER COPIES</b>	<b>VOLUME</b>	<b>SECTION L REFERENCE</b>	<b>PAGE LIMIT</b>	<b>SECTION SUFFIX</b>
<b>1</b>	<b>I. TECHNICAL PROPOSAL</b>			<b>V1.TECH</b>
	<b>Section A – Corporate Experience ( Factor 1)</b>	<b>3.1.1</b>	<b>45 pages total</b>	<b>V1.CORP</b>
	<b>Section B - Software Development Approach (Factor 2)</b>	<b>3.1.2</b>	<b>No page limit.</b>	<b>V1.SDA</b>
	<b>Section C – Past Performance (Factor 3)</b>	<b>3.1.3</b>	<b>Two (2) pages total per reference (Exclusive of CPARS evaluations, if provided)</b>	<b>V1.PAST</b>
	<b>Section D – Management Approach (Factor 4)</b>	<b>3.1.4</b>	<b>20 pages</b>	<b>V1.MGMT</b>
	<b>Section E – Small Business Commitment (Factor 5)</b>	<b>3.1.5</b>	<b>Ten (10) pages total (excluding SF 294s, copies of binding agreement, letters of intent.</b>	<b>V1.SBC</b>
<b>1</b>	<b>II. COST PROPOSAL</b>	<b>3.2</b>	<b>No page limit</b>	<b>V2.COST</b>
<b>1</b>	<b>III. CONTRACT DOCUMENTS</b>	<b>3.3</b>		<b>V3. CONTRACT</b>
	<b>Section A: Letter of Transmittal, Completed Standard Form (SF) 33, and Completed RFP Sections B - K</b>	<b>3.3.1</b>	<b>3 pages maximum for Letter of Transmittal</b>	<b>V3.LETTER</b>
	<b>Section B: Security Clearance Levels</b>	<b>3.3.2</b>	<b>1 page maximum</b>	<b>V3.SECURITY</b>
	<b>Section C: Organizational Conflict of Interest Mitigation Plan(s)</b>	<b>3.3.3</b>	<b>No page limit</b>	<b>V3.OCI</b>
	<b>Section D: Small Business Subcontracting Plan</b>	<b>3.3.4</b>	<b>No page limit</b>	<b>V3.SB</b>
	<b>Section E: Foreign</b>	<b>3.3.5</b>	<b>No page limit</b>	<b>V3.FOREIGN</b>

	<b>Owned Subcontractors</b>			
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Adobe Acrobat version 4.01 or greater shall be used to create the "PDF" files. All attachments that are required in Excel shall be provided in soft copy in Microsoft Excel 2007 **with all formulas intact**. Additionally, all text (e.g., BOEs) shall be provided in a searchable format (e.g., PDF). Any table that is provided in the cost volume shall either be in MS Excel **with all formulas intact** or shall have a backup in MS Excel **with all formulas intact**.

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

Cost or Pricing Type Data: All information relating to cost and pricing type data shall be included only in the section of the proposal designated by the Contracting Officer as the Cost Proposal. Under no circumstances shall cost and pricing type data be included elsewhere in the proposal.

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

(End of provision)

#### OCI

#### ORGANIZATIONAL CONFLICT OF INTEREST

The offeror's attention is directed to FAR Subpart 9.5 relating to organizational conflicts of interest. Any resultant contract will provide for the design, development, testing and delivery of the CSRR C&M software. Offerors shall recognize that performing this effort may result in a potential or actual conflict of interest as defined by FAR 2.101 and FAR 9.5. The term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor of the contractor and any subcontractors of the contractor. Contractors shall identify and describe any contractual support they are presently providing to PEO C4I and/or SPAWAR, and/or other organizations/agencies that may have a relationship to CSRR (including but not limited to OPNAV N2/N6F, Naval Sea Systems Command (NAVSEA) and Commander Operational Test and Evaluation Force (OPTEVFOR). If a potential Organizational Conflict of Interest exists, the Offeror shall provide an Organizational Conflict of Interest Mitigation Plan as part of their proposal. It is the Government's intent to avoid, neutralize, or mitigate potential conflicts as early in the acquisition process as possible.

An OCI mitigation plan, if submitted, should address but not be limited to the following information:

- (a) How the company plans to identify and track actual or potential OCIs;
- (b) How source selection information or proprietary data will be physically safeguarded (including detailed job descriptions of personnel whose work creates the appearance of a potential or actual OCI);

- (c) How company personnel working on the contract will be segregated from the rest of the company workforce and if need be, report through separate chains of command;
- (d) How data security measures, including computer workstations dedicated to the contract will be in separate, secure areas and require unique passwords for access;
- (e) How the company handles an improper disclosure of sensitive information and how that is communicated to the Contracting Officer;
- (f) How the OCI clause is flowed down to subcontractors and how that process is administered;
- (g) Training of personnel in their non-disclosure and procurement integrity responsibilities and penalties the company may impose if sensitive information is disclosed; and
- (h) The process the company goes through to obtain Non-Disclosure Agreements executed between it and subcontractors as well as those signed by company employees

A mitigation plan should be submitted if the offeror provides support to the listed organizations/agencies or other organizations/agencies so as to create the appearance of an OCI. If applicable, the plan should state in detail why the offeror's support contracts do not create an OCI. If an offeror has previously submitted a mitigation plan and had that plan approved as sufficient, the offeror will submit the plan with its proposal and include any updated information.



Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
52.232-15	Progress Payments Not Included	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of provision)

M-302 EVALUATION OF OFFERS (SINGLE AWARD FOR ALL ITEMS) (DEC 1999)

An offeror must quote on all items in this solicitation to be eligible for award. The Government intends to make a single award to the acceptable offeror whose total offer on all items is the most advantageous to the Government considering price and other factors, if any, specified in the schedule.

(End of provision)

**M-306 EVALUATION--RENT-FREE USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (JAN 1992)**

To eliminate any competitive advantage arising from the use of Government production and research property on a rent-free basis, an evaluation factor will be applied to the offer involving such rent-free use. The evaluation factor shall be determined by prorating the rent between the proposed contract and other work utilizing such property, as prescribed in FAR 45.205, to find the prorated share applicable to the proposed contract. Offerors offering rent-free use shall provide information as to total rental charges for a period equivalent to the free rental period as well as an estimate of the required usage of the property in the performance of the contract.

(End of provision)

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

(a) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer conforming to the solicitation, is determined to provide the “best value” to the Government. Such offer may not necessarily be the proposal offering the lowest cost or receiving the highest technical rating.

(b) Proposals will be rated and ranked on the evaluation factors listed below. It should be noted that cost is not a numerically weighted factor. **Although technical factors are 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 Government intends to award a contract without discussions as permitted by FAR 15.306(a) and 52.215-1. Therefore, offerors are cautioned not to submit an offer which takes exception to any term or condition of the RFP or imposes any additional condition or omits any required information. The Government reserves the right to conduct discussions and to permit offerors to revise their proposals if it is determined to be in the best interest of the Government.

Note that the Government will not award a contract to an offeror’s team that has an organizational conflict of interest unless an approved mitigation plan is on file with the Contracting Officer.

(d) Evaluation of an offeror’s proposal shall be based on the information presented in the proposal and information available to the contracting office from sources deemed appropriate. Sources typically considered include the Defense Contract Audit Agency, Defense Contract Management Administration offices, other contracts with same firms for similar items or services, known commercial sources such as Data Resources, Inc., Standard and Poor, etc. Proposals which are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of cost, may be deemed to be reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process.

(e) The relative importance of the evaluation factors is as follows.

Factors 1 through 5 are in descending order of importance: Factor 1 (Corporate Experience) is more important than Factor 2 (Software Development Approach); Factor 2 (Software Development Approach) is more important than Factor 3 (Past Performance); Factor 3 (Past Performance) is more important than Factor 4 (Management Approach); Factor 4 (Management Approach) is more important than Factor 5 (Small Business Commitment). Factors 1 through 5, when combined, are more important than Evaluated Cost.

(f) The evaluation factors are as follows:

**FACTOR 1 – CORPORATE EXPERIENCE.** The Government will evaluate the extent to which the Offeror has relevant and recent corporate experience on a maximum of three (3) previous Government contracts performing the following types of efforts, in descending order of importance:

- (a) The development, maintenance, and sustainment of software used to control, monitor, and provide operational status of integrated communications resources (such as receivers, transceivers, and cryptographic equipment) found in Navy and/or Coast Guard afloat platforms.
- (b) The development, maintenance, and sustainment of software used to control, monitor, and provide operational status of integrated communications resources (such as receivers, transceivers, and cryptographic equipment) on other than afloat platforms.

- (c) The development, maintenance, and sustainment of software for Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) systems for U.S. Navy applications.
- (d) The development, maintenance, and sustainment of software for C4ISR systems for U.S. Department of Defense (DoD) applications.
- (e) Experience with large software development efforts for U.S. DoD applications.

If an Offeror has not had corporate experience under three (3) Government contracts, the Government will evaluate the extent to which the Offeror has subcontract/commercial contract experience performing the types of efforts described in (a)-(e) above.

The Government will evaluate the extent to which the efforts performed on the three contracts correspond to the requirements of Sections 2.1.2, 2.2, 2.3, 2.4, 2.5, 2.6, and 2.7 (including all subparagraphs in each section/subsection) of the CSRR Statement of Work.

**FACTOR 2 - SOFTWARE DEVELOPMENT APPROACH.** The Government will evaluate the offeror's proposed software development approach to ensure it is appropriate for the system to be developed and meets standard levels of completeness and process quality. For this evaluation, the Government will rely primarily on the draft SDP and the SDP Rationale.

The Government will evaluate the offeror's previous experience in developing software of the same nature as that being acquired with this solicitation. The Government will also evaluate the offeror's previous experience in developing software using the same or similar approach as proposed for this solicitation. The Government will evaluate how the Offeror's proposed processes are equivalent to CMMI Level 3. The results of any standard model-based process maturity appraisals performed within 24 months prior to proposal submission, and the number of proposed staff experienced in using these processes will be part of the evaluation criteria.

The Government will evaluate the Offeror's proposed approach for developing and maintaining the CSRR C&M software using a modular open systems approach (MOSA). The Government will evaluate the offeror's approach for minimizing the use of proprietary, vendor unique, or closed elements in its Software Development Approach. The Government will also evaluate the offeror's process for identifying and justifying proprietary, vendor unique or closed interfaces, code modules, hardware, firmware, or software to be used. The Government will evaluate the extent to which the Offeror has experience with developing and maintaining software using Java, Linux, and Oracle.

**FACTOR 3 – PAST PERFORMANCE.** The Government will evaluate the offeror's record of performance on the three contracts that the offeror identified in its response to Factor 1, Corporate Experience.

There are two aspects to the past performance evaluation. First, the Government will evaluate the extent to which the experiences identified by the offeror in its response to Factor 1 are relevant and recent as defined in Section L 3.1.1.

The second aspect of the past performance evaluation is to determine how well the offeror performed on those relevant and recent contracts. The performance attributes the Government will assess include the Offeror's record of conforming to contract requirements, the Offeror's reputation for good workmanship; the Offeror's record of forecasting and controlling costs, the Offeror's record for adhering to contract schedules, the Offeror's reputation for reasonable and cooperative behavior, and commitment to customer satisfaction. The outcome of the Government's assessment of relevance and performance will be an overall performance confidence rating.

The Government reserves the right to use past performance information obtained from sources other than the offeror. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of proof of providing thorough and complete past performance information remains with the Offeror. The Offeror is cautioned that the Government may use past performance data provided by the Offeror in the development of performance risk assessments.

**FACTOR 4 - MANAGEMENT APPROACH.** The Government will evaluate the proposed program management approach for managing and directing the software maintenance and development efforts. This evaluation will include an assessment of the policies, plans, and procedures that will be used to manage cost, schedule, and performance risk. The Government will also evaluate the extent to which the Offeror's proposed organizational structure supports the program management approach, and identifies lines of responsibility, authority, and communication through which software maintenance and development activities will be managed, including the offeror's approach for managing subcontractor efforts.

The Government will evaluate whether the Offeror's Earned Value Management System to be used is in accordance with DFARS clause 252.234-7001 Notice of Earned Value Management System and DFARS clause 252.234-7002 Earned Value Management System. The Government will also evaluate the extent to which the Offeror's EVMS documentation or evidence shows Defense Contract Management Agency (DCMA) EVMS validation/acceptance and is in accordance with ANSI/EIA-748-B standards.

**FACTOR 5 - SMALL BUSINESS COMMITMENT.** For large business offerors, the Government will evaluate the extent to which the proposal documents the offeror's commitment that at least 25% of the subcontracted amount of their proposal represents subcontract awards to Small Business Concerns. The small business subcontracting goals for this procurement are stated below:

<b>Small Business Categories</b>	<b>SPAWAR goals (Based upon % of subcontracted amount)</b>
Total Small Business (includes the below)	25%
Small Disadvantaged Business	5%
Woman-Owned Small Business	3%
HUBZone	1%
Veteran Owned Small Business	3%
Service-Disabled Veteran Owned Small Business	2%

The Government will evaluate the extent to which large business prime contractors have demonstrated their commitment to small business as evidenced by contractually binding relationships with subcontractors, and demonstrated in the offeror's cost proposal. Commitment demonstrated through binding agreements or inclusion in the offeror's cost proposal will be evaluated more favorably than expressed promises.

The Government will evaluate the extent to which the proposal documents that the tasks assigned to the selected Small Business subcontractors are meaningful to the overall success of the program and also broaden the subcontractor's technical capability.

The Government will evaluate the extent to which the offeror has met small business subcontracting goals on prior contracts/orders. The Government may consult various sources, including CPARS Assessments, the PPIRS and eSRS databases, or any other relevant sources deemed appropriate to verify the extent to which subcontracting goals have been met. The evaluation of an offeror's history of meeting subcontracting goals on prior contracts/orders will not also be evaluated under the past performance Factor 3 above.

Small business prime offerors will receive the highest rating for this factor as set forth at FAR 15.305(a)(5).

**EVALUATED COST.** The Government will perform an analysis of all costs proposed. This evaluation will consist of cost analysis and cost realism analysis. Cost analysis and cost realism analysis will be performed on all cost reimbursement line items (except for the non-fee bearing ODC CLINs 0003, 0103, 0203, 0303 and 0403) in accordance with FAR 15.404-1(c) and FAR 15.404-1(d) respectively.

Proposed costs may be adjusted, for purposes of evaluation, based upon the results of the cost realism evaluation. Pertinent cost information will be used to arrive at the Government determination of the most probable cost. Pertinent cost information may include, but is not limited to, DCAA and DCMA recommendations for direct and

indirect rates, historical rates, marketplace rates, market salary surveys, information submitted by offerors, etc. The Government may also use statistical analysis to set a range of direct rates. When this cost realism analysis is performed, the resulting probable cost estimate will be used in the evaluation. If proposed costs are considered to be unrealistic, including labor hours/labor mix not in accordance with the hours provided in Section L, 3.2(b), unrealistic direct labor rates and unrealistic indirect rates, the offeror's proposed cost will be adjusted. Adjustments to cost may result in a re-evaluation and concurrent rescoring of technical proposals. Such re-evaluation based on cost or realistic cost analysis could negatively impact the technical rating of the proposal.

The Government will arrive at a total evaluated cost for each Offeror by adding: (1) the total evaluated Cost Plus Incentive Fee for CLINs 0001, 0101, 0201, 0301 and 0401 and the NTE ODC amounts provided in Section L, 3.2(b).

(End of provision)

### **EVALUATION RATINGS:**

In evaluating proposals, the Government will utilize the following adjectival ratings.

For Factor 1, Corporate Experience, Factor 2, Software Development Approach, Factor 4, Management Approach, and Factor 5, Small Business Subcontracting, the following ratings will be utilized:

**OUTSTANDING:** The proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful contract performance is very low

**GOOD:** The proposal meets the requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful contract performance is low.

**ACCEPTABLE:** The proposal meets the 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 contract performance is no worse than moderate.

**MARGINAL:** The 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 that are not offset by strengths. Risk of unsuccessful contract performance is high.

**UNACCEPTABLE:** The proposal does not meet requirements and contains one or more deficiencies. The proposal is unawardable.

For Factor 3, Past Performance, the Government will use the following past performance relevance and performance confidence ratings:

### **Past Performance Relevancy Ratings:**

**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.

**Past Performance Confidence Ratings:**

**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. See FAR 15.305(2).

**Definitions:**

**STRENGTH:** A strength is an aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government.

**WEAKNESS:** A weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance.

**SIGNIFICANT WEAKNESS:** A significant weakness in a proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

**DEFICIENCY:** A deficiency is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

**RISK:** Risk is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost, or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

(End of provision)

