SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▷ RATING: DO-C9

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	N00039-03-R-0015	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)		N00039-98-MR-DA090.179

7. ISSUED BY CODE N00039
Commander
Space and Naval Warfare Systems Command
4301 Pacific Highway
San Diego, CA 92110-3127

8. ADDRESS OFFER TO *(If other than Item 7)*
See Block 7

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

SOLICITATION

9. Sealed offers in original and SEE SECTION L copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SEE SECTION L until 1300 local time 17 June 2004.
(Hour) *(Date)*

CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)* AREA CODE NUMBER EXT:	C. E-MAIL ADDRESS
	Joel Judy, 02-21M	(619) 524-7179	joel.judy@navy.mil

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OFFER *(Must be fully completed by offeror)*

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 210 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)* ▷	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

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 ADDRESS OF PERSON AUTHORIZED TO SIGN OFFER *(Type or Print)*

15B. TELEPHONE NO. AREA CODE NUMBER EXT.

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

17. SIGNATURE

18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED
See Continuation Page

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

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

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▷ ITEM Block 25

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

25. PAYMENT WILL BE MADE BY CODE ____

26. NAME OF CONTRACTING OFFICER *(Type or print)*

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/Costs

Item	Description	Est. Qty/Unit	Estimated Cost
	BASE ORDERING PERIOD CLINS 0001 THROUGH 0005		
0001	Information Assurance (IA) security systems engineering and technical and program management services to Department of the Navy (DoN) and Department of Defense (DoD) Information Assurance (IA) projects and IA initiatives	210,762 S/H	
	Estimated Cost (Excluding FCCOM)		$ (Offeror Complete)
	FCCOM		$ (Offeror Complete)
	Total Estimated Cost		$ (Offeror Complete)
	Base Fee (2% of Estimated Cost (excluding FCCOM))		$ (Offeror Complete)
	Maximum Award Fee (8% of Estimated Cost (excluding FCCOM))		$ (Offeror Complete)
	Total Estimated Cost Plus Award Fee		
0001AA	RDT&E Funded Tasks		
0001AB	OPN Funded Tasks		
0001AC	O&MN Funded Tasks		
0002	Travel in support of Item 0001 (at cost (including FCCOM) plus G&A only (not fee bearing) in accordance with FAR 31.205-46)		TBD*
0002AA	RDT&E Funded Tasks		
0002AB	OPN Funded Tasks		
0002AC	O&MN Funded Tasks		
0003	Materials in support of Item 0001 (at cost (including FCCOM) plus G&A only (not fee bearing) in accordance with FAR 31.205-26)		TBD*
0003AA	RDT&E Funded Tasks		
0003AB	OPN Funded Tasks		
0003AC	O&MN Funded Tasks		
0004	Other Direct Costs in support of Item 0001 (at cost (including FCCOM) plus G&A only (not fee bearing))		TBD*
0004AA	RDT&E Funded Tasks		
0004AB	OPN Funded Tasks		

Item	Description	Est. Qty/Unit	Estimated Cost
0004AC	O&MN Funded Tasks		
0005	Contract Data Requirements List (CDRL) for Item 0001, see DD Form 1423, Exhibit A		NSP**

Item	Description	Est. Qty/Unit	Estimated Cost
	OPTION ORDERING PERIOD 1 CLINS 0006 THROUGH 0010		
0006	Information Assurance (IA) security systems engineering and technical and program management services to Department of the Navy (DoN) and Department of Defense (DoD) Information Assurance (IA) projects and IA initiatives	196,684 S/H	
	Estimated Cost (Excluding FCCOM)		$ (Offeror Complete)
	FCCOM		$ (Offeror Complete)
	Total Estimated Cost		$ (Offeror Complete)
	Base Fee (2% of Estimated Cost (excluding FCCOM))		$ (Offeror Complete)
	Maximum Award Fee (8% of Estimated Cost (excluding FCCOM))		$ (Offeror Complete)
	Total Estimated Cost Plus Award Fee		
0006AA	RDT&E Funded Tasks		
0006AB	OPN Funded Tasks		
0006AC	O&MN Funded Tasks		
0007	Travel support of Item 0006 (at cost (including FCCOM) plus G&A only (not fee bearing) in accordance with FAR 31.205-46)		TBD*
0007AA	RDT&E Funded Tasks		
0007AB	OPN Funded Tasks		
0007AC	O&M N Funded Tasks		
0008	Materials in support of Item 0006 (at cost (including FCCOM) plus G&A only (not fee bearing) in accordance with FAR 31.205-26)		TBD*
0008AA	RDT&E Funded Tasks		
0008AB	OPN Funded Tasks		
0008AC	O&MN Funded Tasks		
0009	Other Direct Costs in support of Item 0006 (at cost (including FCCOM) plus G&A only (not fee bearing))		TBD*
0009AA	RDT&E Funded Tasks		
0009AB	OPN Funded Tasks		
0009AC	O&MN Funded Tasks		
00010	Contract Data Requirements List (CDRL) for Item 0006, see DD Form 1423, Exhibit B		NSP**

Item	Description	Est. Qty/Unit	Estimated Cost
	OPTION ORDERING PERIOD 2 CLINS 0011 THROUGH 0015		
0011	Information Assurance (IA) security systems engineering and technical and program management services to Department of the Navy (DoN) and Department of Defense (DoD) Information Assurance (IA) projects and IA initiatives	183,547 S/H	
	Estimated Cost (Excluding FCCOM)		$ (Offeror Complete)
	FCCOM		$ (Offeror Complete)
	Total Estimated Cost		$ (Offeror Complete)
	Base Fee (2% of Estimated Cost (excluding FCCOM))		$ (Offeror Complete)
	Maximum Award Fee (8% of Estimated Cost (excluding FCCOM))		$ (Offeror Complete)
	Total Estimated Cost Plus Award Fee		
0011AA	RDT&E Funded Tasks		
0011AB	OPN Funded Tasks		
0011AC	O&MN Funded Tasks		
0012	Travel in support of Item 00111 (at cost (including FCCOM) plus G&A only (not fee bearing) in accordance with FAR 31.205-46)		TBD*
0012AA	RDT&E Funded Tasks		
0012AB	OPN Funded Tasks		
0012AC	O&MN Funded Tasks		
0013	Materials in support of Item 0011 (at cost (including FCCOM) plus G&A only (not fee bearing) in accordance with FAR 31.205-26)		TBD*
0013AA	RDT&E Funded Tasks		
0013AB	OPN Funded Tasks		
0013AC	O&MN Funded Tasks		
0014	Other Direct Costs in support of Item 0011 (at cost (including FCCOM) plus G&A only (not fee bearing))		TBD*
0014AA	RDT&E Funded Tasks		
0014AB	OPN Funded Tasks		
0014AC	O&MN Funded Tasks		

0015	Contract Data Requirements List (CDRL) for Item 0011, see DD Form 1423, Exhibit B	NSP**

Item	Description	Est. Qty/Unit	Estimated Cost
	OPTION ORDERING PERIOD 3 CLINS 0016 THROUGH 0020		
0016	Information Assurance (IA) security systems engineering and technical and program management services to Department of the Navy (DoN) and Department of Defense (DoD) Information Assurance (IA) projects and IA initiatives	171,287 S/H	
	Estimated Cost (Excluding FCCOM)		$ (Offeror Complete)
	FCCOM		$ (Offeror Complete)
	Total Estimated Cost		$ (Offeror Complete)
	Base Fee (2% of Estimated Cost (excluding FCCOM))		$ (Offeror Complete)
	Maximum Award Fee (8% of Estimated Cost (excluding FCCOM))		$ (Offeror Complete)
	Total Estimated Cost Plus Award Fee		
0016AA	RDT&E Funded Tasks		
0016AB	OPN Funded Tasks		
0016AC	O&MN Funded Tasks		
0017	Travel in support of Item 0016 (at cost (including FCCOM) plus G&A only (not fee bearing) in accordance with FAR 31.205-46)		TBD*
0017AA	RDT&E Funded Tasks		
0017AB	OPN Funded Tasks		
0017AC	O&MN Funded Tasks		
0018	Materials in support of Item 0016 (at cost (including FCCOM) plus G&A only (not fee bearing) in accordance with FAR 31.205-26)		TBD*
0018AA	RDT&E Funded Tasks		
0018AB	OPN Funded Tasks		
0018AC	O&MN Funded Tasks		
0019	Other Direct Costs in support of Item 0016 (at cost (including FCCOM) plus G&A only (not fee bearing))		TBD*
0019AA	RDT&E Funded Tasks		
0019AB	OPN Funded Tasks		
0019AC	O&MN Funded Tasks		

0020	Contract Data Requirements List (CDRL) for Item 0016, see DD Form 1423, Exhibit C	NSP**

Item	Description	Est. Qty/Unit	Estimated Cost
	OPTION ORDERING PERIOD 4 CLINS 0021 THROUGH 0025		
0021	Information Assurance (IA) security systems engineering and technical and program management support of Department of the Navy (DoN) and Department of Defense (DoD) Information Assurance (IA) projects and IA initiatives	159,846 S/H	
	Estimated Cost (Excluding FCCOM)		$ (Offeror Complete)
	FCCOM		$ (Offeror Complete)
	Total Estimated Cost		$ (Offeror Complete)
	Base Fee (2% of Estimated Cost (excluding FCCOM))		$ (Offeror Complete)
	Maximum Award Fee (8% of Estimated Cost (excluding FCCOM))		$ (Offeror Complete)
	Total Estimated Cost Plus Award Fee		
0021AA	RDT&E Funded Tasks		
0021AB	OPN Funded Tasks		
0021AC	O&MN Funded Tasks		
0022	Travel in support of Item 0021 (at cost (including FCCOM) plus G&A only (not fee bearing) in accordance with FAR 31.205-46)		TBD*
0022AA	RDT&E Funded Tasks		
0022AB	OPN Funded Tasks		
0022AC	O&MN Funded Tasks		
0023	Materials in support of Item 0021 (at cost (including FCCOM) plus G&A only (not fee bearing) in accordance with FAR 31.205-26)		TBD*
0023AA	RDT&E Funded Tasks		
0023AB	OPN Funded Tasks		
0023AC	O&MN Funded Tasks		
0024	Other Direct Costs in support of Item 0021 (at cost (including FCCOM) plus G&A only (not fee bearing))		TBD*
0024AA	RDT&E Funded Tasks		
0024AB	OPN Funded Tasks		
0024AC	O&MN Funded Tasks		

0025	Contract Data Requirements List (CDRL) for Item 0021, see DD Form 1423, Exhibit D	NSP**

* Travel and materials will be estimated and funded by the Government following contract award.
** NSP = Not Separately Priced (estimated cost of data included in estimated cost of referenced Item).
S/H = Staff hours

B-1 5252.232-9400 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)

When specified in the task/delivery order, this contract is incrementally funded and the amount currently available for payment hereunder is limited to $ _____ [*Contracting officer insert the amount that is currently available for payment*] inclusive of fee. It is estimated that these funds will cover the cost of performance through _____ [*Contracting officer insert the date through which funds are estimated to cover*]. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of $ _____ [*Contracting officer insert the total amount of obligated funds*] shall arise unless additional funds are made available and are incorporated as modifications to this contract.

B-2 CONTRACT MINIMUM—MAXIMUM SUPPLIES AND SERVICES

The minimum and maximum supplies and services to be ordered on this contract (including all options) are:

(a) The Government will issue task orders for the work specified in the contract at the minimum amount of $2,700,000.00. This amount includes all costs and fees. The Government's obligation is strictly limited to the minimum amount. The Government's obligation to order work under this contract ends after the minimum amount has been ordered via task orders.

(b) If all options are exercised, the Government may place task orders for any of the work specified in the contract, provided these task orders do not exceed the maximum amount of the contract (inclusive of all costs and fees). The maximum amount is the total estimated cost and fee of all CLINs identified in Section B.

B-3 DETERMINATION AND PAYMENT OF BASE AND AWARD FEE

(a) Base Fee

There is a base (fixed) fee pool of 2% of the estimated costs (excluding FCCOM) established for the Award Fee Line Items.

(b) Award Fee

(1) The maximum award fee pool is 8% of the estimated costs (excluding FCCOM) established for the Award Fee Line Items.

(2) The Contractor may earn an award fee for the Section B Line Items identified as having an Award Fee. The Government's purpose in granting an award fee is to motivate the contractor to perform beyond a satisfactory level and to focus performance in those areas critical to program success (e.g., technical performance, schedule, cost control) that are susceptible to judgmental/qualitative measurement and evaluation.

(3) Since the available award fee during each evaluation period must be earned, the Contractor begins each evaluation period with 0% of the available award fee and works up to the evaluated fee. The Contractor does not begin with 100% of the available award fee and have deductions taken to arrive at the evaluated fee. However, the potential for the contractor to earn 100% of the award fee amount should be a mutual goal, as it demonstrates the objectives of the contract were clearly communicated and achievable.

(4) The award fee is not guaranteed in part or whole. If the Contractor fails to maintain an acceptable level of performance, the Government reserves the right to provide no award fee for that evaluation period and to use any other remedies available to improve contractor performance.

(5) Fee not earned in a period may be "rolled-over" into the next award fee period by adding the unearned fee to the available fee pool in the succeeding period. Unearned fee from one period may only be rolled over into the next period. The unearned fee may not be rolled-over into succeeding periods.

(c) Award Fee Plan

The Government's Award Fee Plan for determining an award fee is set forth below

(1) Award Fee Board

An Award Fee Board (AFB) will assess the contractor's performance at the end of each period and will be composed of the following individuals:

(i) PMW-C161 Program Manager, Chairman
(ii) IA Contracting Officer's Representative (COR)
(iii) IA Alternate COR
(iv) Contracting Officer - Advisor

Changes to the membership of the Award Fee Board may be made at the discretion of the FDO.

(2) Fee Determining Official (FDO)

PMW 161 will be the FDO. The FDO will make award fee determinations due to the Contractor by considering the evaluation conducted by the AFB in accordance with the following procedures and using his/her independent judgment.

(3) Award Fee Determination Procedures

(i) The initial award fee recommended by the AFB is subject to concurrence by the FDO, who shall make the final determination of the award fee for each six month evaluation period. The award fee amount is a unilateral decision made solely at the discretion of the Government. The award fee shall not exceed the applicable percentages set forth in Section B of this contract. The amount of the award fee shall be based upon a subjective evaluation by the Government of the Contractor's technical performance, schedule management and cost control. The award fee evaluation will consider the Contractor's total performance on all TOs performed during the evaluation period.

(ii) The Contractor may, at its discretion, submit a written presentation of its accomplishments and performance to the AFB Chairman within 10 working days after the conclusion of each award fee period. The Government shall issue a unilateral modification to the contract to obligate the award fee within 60 calendar days from the end of the award fee evaluation period. The Government's failure to meet this schedule shall not invalidate the award fee determination.

(iii) No award fee payments shall be made to the Contractor except pursuant to modifications to the contract signed by the Contracting Officer. Evaluation criteria, award fee allocation for each evaluation period, weighting of evaluation criteria, and the length of the evaluation periods may be unilaterally changed by the Government if the Contractor is notified in writing by the Contracting Officer prior to the start of the evaluation period(s) affected.

(4) Finality of FDO's Determination

Determinations of the FDO with respect to the amount of award fee to be paid to the Contractor are unilateral decisions made solely at the discretion of the Government.

(5) Evaluation Criteria

Performance-based service acquisition (PBSA) represents a team-based effort to provide incentives for improved contractor performance standards and to measure the quality of contract performance. PBSA principles define requirements in terms of outcomes and standards of acceptance, which allows the offeror latitude in determining best methods, processes or solutions to achieve government's requirement.

The Government intends to award a contract with PBSA principles that represents an effort to provide incentives for improved contractor performance standards and to measure the quality of contract performance. Performance-based service contracts structure the acquisition around the purpose of the work to be performed, describing the work in terms of *what is to be accomplished* rather than *how the work is to be* accomplished. The government's focus is on measuring the outcome of the contractor's efforts rather than managing the contractor's efforts. Success is dependent upon use of specific, objective performance measurement criteria and a performance statement of objective that describes the task to be completed rather than giving detailed specifications on how to complete the tasking.

For the six-month evaluation period, the Government will evaluate the Contractor's performance against the following evaluation criteria described in Table 1. The Government will assign a point score in addition to an adjectival rating for each evaluation criteria. Although these evaluation criteria are equally-weighted, if the Government rates the Contractor's performance as Unacceptable for any of the following evaluation criteria, the Contractor will not be entitled to any Award Fee during the evaluation period irrespective of the ratings it achieves for the remaining evaluation criteria. In addition, the Government may utilize any other remedies available to it to improve contract performance.

(i) Technical Performance. The Government will evaluate the extent to which the contractor (1) met or exceeded the PBSA metrics contained in the TOs, (2) successfully transitioned Level-Of-Effort Task Orders (LOE TOs) to performance-based TOs, and (3) demonstrated sophisticated IA/IO expertise during program reviews, meetings, and working groups for IA programs and projects.

(ii) Schedule. The Government will evaluate the extent to which the contractor met the delivery schedule in the TOs.

(iii) Cost Control. The Government will evaluate the extent to which (1) the Contractor's cost management system identified problem areas and implemented solutions to maintain cost and staff growth levels, and (2) the Contractor incurred costs under the estimated costs for the sum of all TOs completed during the award fee period.

(6) <u>Evaluation Periods/Award Fee Pool Calculations</u>

(i) Evaluation Periods: The evaluation periods for award fee determinations are every six months, beginning with contract award, unless changed by the Government as set forth in subsection (c)(3)(iii) above. The Government shall issue a unilateral modification to the contract to obligate the award fee within 60 calendar days from the end of each award fee evaluation period.

(ii) Award Fee Pool Calculations: The award fee pool for each award fee evaluation period will be calculated using the following steps:

A. The Government will determine which task orders were completed or were active during the applicable award fee evaluation period;
B. For CLIN 0001-0005 (and, if exercised, CLINs 0006-0010, 0011-0015, 0016-0020, and 0021-0025) effort which is completed or performed on task orders during the evaluation period, divide the total estimated cost for each task order identified in Step A by the number of months (rounded to the nearest whole month) in the performance period for the task order;
C. Multiply the figure from Step B by the number of months (rounded to the nearest whole month) of the task order period of performance that fell within the award fee period.
D. Multiply the figure in Step C by 8%, yielding the "Estimated Award Fee for Task Orders Pertaining to the Award Fee Period;"
E. Add the "Estimated Award Fee for Task Orders Pertaining to the Award Fee Period" to any unearned award fee from the previous period (note: that unearned award fee from one period may only be rolled over into the next period and may not continue to roll over into succeeding periods);
F. The sum of the calculations in Steps A through E will yield the award fee pool available for the applicable six month evaluation period;

G. The sum of the two bi-annual award fee pools shall not exceed the award fee available for the contract year, unless there is a roll over of unearned fee from the previous period.

(7) Performance Ratings. The Government will use the following adjectival ratings and point scores to evaluate the Contractor's performance:

Table 1

	Outstanding Performance (Award Fee Score: 90-100)	Good Performance (Award Fee Score: 60-89)	Acceptable Performance (Award Fee Score: 40-59)	Unacceptable Performance (Award Fee Score: 39 and below)
Technical Performance	The Contractor's overall performance substantially exceeded the PBSA metrics contained in the TOs. The Contractor successfully transitioned at least 90% of Level-Of-Effort Task Orders (LOE TOs) to performance-based TOs. The Contractor almost always demonstrated sophisticated IA/IO expertise during program reviews, meetings, and working groups for IA programs and projects.	The Contractor's overall performance exceeded the PBSA metrics contained in the TOs. The Contractor successfully transitioned between 60%-89% of LOE TOs to performance-based TOs. The Contractor usually demonstrated sophisticated IA/IO expertise during program reviews, meetings, and working groups for IA programs and projects.	The Contractor's overall performance met the PBSA metrics contained in the TOs. The Contractor successfully transitioned between 40%-59% of LOE TOs to performance-based TOs. More often than not, the Contractor demonstrated sophisticated IA/IO expertise during program reviews, meetings, and working groups for IA programs and projects.	The Contractor's overall performance does not meet the PBSA metrics contained in the TOs. The Contractor successfully transitioned less than 39% of LOE TOs to performance-based TOs. The Contractor usually failed to demonstrate sophisticated IA/IO expertise during program reviews, meetings, and working groups for IA programs and projects.
Schedule	The tasking was completed or the deliverables associated with that tasking were delivered ahead of schedule. Any delays associated with tasking not being completed or products associated with that tasking not being delivered ahead of schedule were not the fault of the Contractor.	The tasking was completed or the deliverables associated with that tasking were delivered ahead of schedule in some cases and on time in all other cases. Any delays associated with tasking not being completed or products associated with that tasking not being delivered ahead of schedule were not the fault of the Contractor.	The tasking was completed or the deliverables associated with that tasking were delivered on schedule. Any delays associated with tasking not being completed or products associated with that tasking not being delivered on schedule were not the fault of the Contractor.	On more than one occasion, the tasking was not completed or the deliverables associated with that tasking were not delivered on schedule. Any delays associated with tasking not being completed or products associated with that tasking not being delivered on schedule were the fault of the Contractor.

Cost Control	The Contractor's cost management system identifies problem areas and implements solutions to maintain cost and staff growth levels below the negotiated levels. No support or redirection was required by the Government to control cost overruns. The Contractor incurred costs at least ten percent under the sum of all estimated costs for all TOs completed during the award fee period.	The Contractor's cost management system usually identifies problem areas and implements solutions to maintain cost and staff growth levels below the negotiated levels. Minimal support or redirection was required by the Government to control cost overruns. The Contractor incurred costs at least five percent under the sum for all estimated costs for all TOs completed during the award fee period.	More often than not, the Contractor's cost management system identifies problem areas and implements solutions to maintain cost and staff growth levels below the negotiated levels. Some support or redirection was required by the Government to control cost overruns. The Contractor incurred costs equal to or no greater than five percent above the sum for all estimated costs for all TOs completed during the award fee period.	More often than not, the Contractor's cost management system fails to identify problem areas and fails to implement solutions to maintain cost and staff growth levels below the negotiated levels. Significant support or redirection was required by the Government to control cost overruns. The Contractor incurred costs greater than five percent above the sum of all estimated costs for all TOs completed during the award fee period.

(8) Payment of Award Fee

The Contractor shall be paid an award fee, if any, after submission of a proper invoice or voucher to the cognizant payment office, together with a copy of the unilateral modification to the Contract authorizing payment of the award fee for the applicable evaluation period. The Contractor's invoice must cite the appropriate accounting data in order for payment to be made.

(9) Award Fee Determination in Event of Termination or Discontinuance

In the event the government terminates or discontinues performance on the contract, the Award Fee for the period subsequent to the last Award Fee Evaluation period through the date of the contract termination or discontinuance will be determined using the procedures set forth above; however, the Award Fee determination will be issued within 60 calendar days from the effective date of the contract termination or discontinuance.

Section C - Description/Specification/Work Statement

C-1 (C-302) SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)

The work under this contract shall be performed in accordance with the description/specifications/statement of objectives, which is included as Attachment (1).

C-2 (C-308) CONTRACT FIELD SERVICES (MAR 1998)

(a) Item(s) 0001, 0002, 0003, 0006, 0007, 0011, 0012, 0016, 0017, 0021, and 0022: The Contractor shall provide competent technical personnel (technicians/engineers) to perform the services described herein:

(b) Technical/engineering services shall be provided at the specific locations and within the time frame designated by the Task Order.

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

(d) When applicable, overtime shall be paid for work performed in excess of forty (40) hours during a standard five (5) day workweek, plus all work performed on Saturdays, Sundays, and National Holidays, and those local holidays observed at the place of assignment. Overtime shall be performed only when authorized by the Contracting Officer, Code 02-21.

(e) “Domestic Duty” means service(s) rendered within the continental United States, excluding Alaska and Hawaii, and services rendered on United States Navy Ships in ports within the continental United States or at sea, provided the vessel does not enter port outside the continental United States and is not continuously at sea for a period in excess of five (5) working days. "Foreign Duty" means service(s) rendered outside the continental United States, including Alaska and Hawaii, and services on United States Navy ships entering ports outside the continental United States, or duty aboard Navy ships while underway, for a continuous period in excess of five (5) days. Time chargeable under this rate aboard ship is from time of departure to time of return to a port within the continental United States. "Hazardous Duty" means any day on assignment in a combat zone specified in Executive Order 11216 dated 24 April 1969 as may be amended.

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

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

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

shall be evidenced by a written document signed by the Contracting Officer and mailed or otherwise furnished to the Contractor.

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

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

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

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

(j) The Contractor shall be reimbursed for reasonable subsistence costs incurred by the employee in accordance with FAR 31.205-46. Subsistence shall be paid on a per diem basis and only when an engineer is on assignment away from the immediate area of the plant location.

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

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

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

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

(m) If a line item for selected replacement repair parts is set forth in the schedule, the Contractor shall furnish such selected replacement repair parts, other than repair parts carried in and readily available from the Navy supply system which will be furnished as necessary, which in its judgment are required during servicing and related equipment, to replace worn defective or malfunctioning parts. This item shall also cover minor redesign, and improvements in components of items, as approved by the Contracting Officer, Code 02-23.

(n) It is estimated that the total cost to the Government for the full performance of the Support Item (set forth in the schedule as support for the Item of technical/engineering services) including its sub-items, will not exceed the total estimated amount set forth in the schedule. The Contractor shall notify the Contracting Officer, in writing, whenever and as soon as he has reason to believe that the amounts payable and reimbursable for the full performance of the support item, together with the amounts previously paid or reimbursed, will exceed the total estimated amount therefore. This notification shall give the Contractor's revised estimate of the total amount for the full performance of the support item and such other information as may be requested by the Contracting Officer, Code 02-23. The Contracting Officer may, upon receipt of such notice or whenever he considers it necessary, increase or further increase the total estimated amount for the performance of the support item. When and to the extent the estimated amount of the support item has been so increased, any amounts expended or incurred by the Contractor for performance thereof in excess of the estimated amount therefore prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase. If amounts expended or incurred by the Contractor for performance of the support item are in excess of the estimated amount therefore (as the same may have been increased), then, pending any increase or further increase in such estimated amount that the Contracting Officer may make, such excess amount shall be paid from the funds, if any, remaining in the contract for payment under the item of engineering services. However, the Government shall not be obligated to pay and reimburse the Contractor any amount in excess of the combined total estimated amount (as increased as above provided) for the item of engineering services and the support item. The Contractor shall not be obligated to continue performance of the item of engineering services beyond the point where the combined total funds remaining in the contract for payment under these two items equals the sum of (i) amounts payable for the engineering services rendered and (ii) amounts payable or reimbursable for support.

C-3 (C-315) WORKWEEK (DEC 1999)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR System Command, Program Executive Office C4I and Space is 40 hours/Monday thru Friday. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

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

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

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

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

C-4 (C-313) SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. (3), involves access to and handling of classified material up to and including Top Secret / Special Compartmented Information (TS/SCI).

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 SPAWAR Security Officer.

C-5 (C-317) NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999)

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

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

(1) Routine inspection of contractor occupied workspace.

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

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

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

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

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

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

C-6 (C-319) LIABILITY INSURANCE--COST TYPE CONTRACTS (OCT 2001)

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

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

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

C-7 (C-325) KEY PERSONNEL (DEC 1999)

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

(b) The offeror agrees that during the first 90 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 90 day period, all proposed substitutions must be submitted in writing, at least thirty (30) days in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

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

(d) List of Key Personnel

NAME	CONTRACT LABOR CATEGORY

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

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

C-8 (C-701) YEAR 2000 COMPLIANCE REQUIREMENT--INFORMATION TECHNOLOGY (JUL 1999)

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant when properly installed, operated, and maintained in accordance with the contract specifications and

applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) *Definitions*

"Commercial items" is defined at the FAR 52.202-1 "Definitions" clause of this contract.

"Information technology" or "IT" as used in this requirement, means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency which--

(i) Requires the use of such equipment; or

(ii) Requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.

(2) The term "information technology" includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

(3) The term "information technology" further includes for this contract--

(i) Any equipment that is acquired by a contractor incidental to a contract; or

(ii) Any IT (regardless of the source) used by the contractor in the performance of this contract to develop or modify IT under the requirements of this contract, or

(iii) Any equipment that contains imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are information technology.

"Year 2000 compliant" means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to *the extent* that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "*proper exchange"* of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items, and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any warranty of this contract, or in the absence of any such warranty or warranties, the remedies available to the Government under this requirement shall include those provided in the inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available until one hundred eighty (180) days after acceptance of the last deliverable IT, item under this contract (including any option exercised hereunder). The remedies of this specification are in addition to all otherwise existing remedies, including, but not limited to, latent defect remedies.

C-9 (C-718) ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001)

(a) Each Electronic and Information Technology (EIT) supply or service provided under this contract shall comply with the EIT Accessibility Standards listed below:

__X__ 36 C.F.R. § 1194.21 (Software applications and operating systems)
__X__ 36 C.F.R. § 1194.22 (Web-based and internet information and applications)
____ 36 C.F.R. § 1194.23 (Telecommunications products)
____ 36 C.F.R. § 1194.24 (Video and multimedia products)
____ 36 C.F.R. § 1194.25 (Self contained, closed products)
____ 36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this contract shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

(b) If the Contracting Officer determines that any supply or service delivered under this contract does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the contract, the Government will have the rights and remedies contained in the contract.

Section D - Packaging And Marking

D-1 5252.237-9203 MARKING OF REPORTS (NOV 1991)

All reports shall prominently show on the cover of the report:

(1) Name and business address of the contractor
(2) Contract number
(3) Contract dollar amount
(4) Whether the contract was competitively or non-competitively awarded
(5) Sponsor:

_____
Name

_____
Activity

_____
Office/Address

D-2 (D-305) PREPARATION FOR DELIVERY (MAR 1999)

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

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

D-3 (D-307) PROHIBITED PACKING MATERIALS (DEC 1999)

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

D-4 (D-308) MARKING OF SHIPMENT (DEC 1999)

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

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

The receiving office is located as specified in each Delivery Order / Task Order and is open for deliveries as specified in each Delivery Order / Task Order.

Section E - Inspection And Acceptance

E-1 (52.252-2) CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

FAR SOURCE	TITLE AND DATE
52.246-5	Inspection of Services – Cost Reimbursement (Apr 1984)
DFARS SOURCE	**TITLE AND DATE**
252.246-7000	Material Inspection and Receiving Report (Dec 1991)

E-2 (E-303) INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002) (Applicable to CLINs 0001-0004, 0006-0009, 00011-0014, 0016-0019, and 0021-0024)

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the Commander, Space and Naval Warfare Systems Command or his duly authorized representative.

E-3 5252.246-9203 INSPECTION AND ACCEPTANCE OF CONTRACT DATA REQUIREMENTS (JAN 1989)(Applicable to CLINs 0005, 0010, 0015, 0020 and 0025)

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

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

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

Addressees other than the initial addressee shall be considered informational.

Section F - Deliveries Or Performance

F-1 (52.252-2) CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

FAR SOURCE	TITLE AND DATE
52.242-15	**Stop-Work Order – Alternate 1 (Apr 1984)**
52.247-34	**F.O.B. - Destination (Nov 1991)**

F-2 (F-303) PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND OPTIONS TO EXTEND TERM OF THE CONTRACT (DEC 1999)

The period of performance of the contract, for the purpose of issuing task orders is as follows:

CLIN(S)	PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS
Base Ordering Period	
0001-0005	From Date of Contract Award through 365 calendar days thereafter

The period of performance for option CLIN(S) to extend the term of the contract is as follows:

CLIN(S)	PERIOD(S) OF PERFORMANCE
Option Ordering Period 1	
0006-0010	From 366 calendar days after contract award through 730 calendar days thereafter
Option Ordering Period 2	
0011-0015	From 731 calendar days after contract award through 1095 calendar days thereafter
Option Ordering Period 3	
0016-0020	From 1096 calendar days after contract award through 1460 calendar days thereafter
Option Ordering Period 4	
0021-0025	From 1461 calendar days after contract award through 1795 calendar days thereafter

The period of performance for each order shall be stated within such order. In no event, however, shall any order issued under any CLIN have a delivery schedule or a period of performance that exceeds 1,825 calendar days after contract award.

Section G - Contract Administration Data

G-1 (G-306) DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1999)

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

Edgar Burr
Code 161-3B
Space and Naval Warfare Systems Command
4301 Pacific Highway
San Diego, CA 92110
(619) 524-7519
edgar.burr@navy.mil

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

(c) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR:

Christopher Newborn
Code 161-3A
Space and Naval Warfare Systems Command
4301 Pacific Highway
San Diego, CA 92110
(619) 524-7506
christopher.newborn@navy.mil

G-2 (G-312) LEVEL OF EFFORT, PROGRESS AND STATUS REPORT (DEC 1999)

(a) The contractor shall prepare and submit a report concurrently with each Standard Form 1034 presented for payment. The report shall cover the term for which the voucher is submitted, and shall include:

(1) Identification Elements

a. Title ("Level of Effort, Progress and Status Report");
b. Contract, invoice and control Numbers;
c. Contractor's name and address;
d. Date of report;
e. Reporting (invoicing) period;
f. Name of individual preparing report;

(2) Delivery Order Description Elements. For each delivery order included in the invoice, the report shall include:

a. Delivery order number;
b. Description of progress made during the reporting period, including problem areas encountered and recommendations;
c. Results obtained relating to previously identified problem areas;

d. Deliverables completed and delivered;
e. Extent of subcontracting and results achieved;
f. Extent of travel, including identification of individuals* performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel;
**g. Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals utilized and the amount of labor hours expended by each;
h. Labor hours, by labor category and cumulatively, anticipated to be required for completion of the order.
i. Materials and other direct cost items expended in performance of the Delivery Order.
j. Problem areas and recommendations involving impact on technical, cost and scheduling requirements.

(b) Each report shall address each element of paragraph (2) above for each affected delivery order. Where the element is not applicable, the report shall so state.

(c) Distribution of the report shall, as a minimum, be one copy to the Contract Administration Office and one copy to the Contracting Officer's Representative (COR). Additional requirements may be established in the DD Form 1423, Contract Data Requirements List.

(d) Requiring activities will ensure that this report is retained with copies of the invoice.

*If for reasons of company proprietary interest, it is desired to withhold names of individuals from the report, a unique identifier (such as a payroll number) will be accepted; provided, however, that no more than one such identifier is utilized by any individual under this or any other contract effort and that the names of the individuals so identified will be made available to the Contracting Officer when requested.

**Does not apply to completion type orders.

G-3 (G-307) APPOINTMENT OF ORDERING OFFICER(S) (DEC 1999)

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

Any SPAWAR Contracting Officer.

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

G-4 (G-312) LEVEL OF EFFORT, PROGRESS AND STATUS REPORT (DEC 1999)

(a) The contractor shall prepare and submit a report concurrently with each Standard Form 1034 presented for payment. The report shall cover the term for which the voucher is submitted, and shall include:

(1) Identification Elements

a. Title ("Level of Effort, Progress and Status Report");
b. Contract, invoice and control Numbers;
c. Contractor's name and address;
d. Date of report;
e. Reporting (invoicing) period;
f. Name of individual preparing report;

(2) Delivery Order Description Elements. For each delivery order included in the invoice, the report shall include:

a. Delivery order number;
b. Description of progress made during the reporting period, including problem areas encountered and recommendations;
c. Results obtained relating to previously identified problem areas;
d. Deliverables completed and delivered;
e. Extent of subcontracting and results achieved;
f. Extent of travel, including identification of individuals* performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel;
**g. Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals utilized and the amount of labor hours expended by each;
h. Labor hours, by labor category and cumulatively, anticipated to be required for completion of the order.
i. Materials and other direct cost items expended in performance of the Delivery Order.
j. Problem areas and recommendations involving impact on technical, cost and scheduling requirements.

(b) Each report shall address each element of paragraph (2) above for each affected delivery order. Where the element is not applicable, the report shall so state.

(c) Distribution of the report shall, as a minimum, be one copy to the PCO, one copy to the Contract Administration Office and one copy to the Contracting Officer's Representative (COR). Additional requirements may be established in the DD Form 1423, Contract Data Requirements List.

(d) Requiring activities will ensure that this report is retained with copies of the invoice.

*If for reasons of company proprietary interest, it is desired to withhold names of individuals from the report, a unique identifier (such as a payroll number) will be accepted; provided, however, that no more than one such identifier is utilized by any individual under this or any other contract effort and that the names of the individuals so identified will be made available to the Contracting Officer when requested.

**Does not apply to completion type orders.

G-5 (G-314) TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Award Fee Indefinite-Delivery/Indefinite-Quantity (ID/IQ) contract.

G-6 (G-318) PATENT MATTERS POINT OF CONTACT (OCT 1999)

The Point of Contact regarding Patent Matters for this contract is:
Office of Patent Counsel
SPAWARSYSCEN Code D0012
53510 Silver Gate Avenue
San Diego, CA 92152-5765
Tel: (619) 553-3001

G-7 (G-321) CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)

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

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Section H - Special Contract Requirements

H-1 PERFORMANCE BASED ORDERS

To supplement the contract's award fee plan, found in the Section B clause "Determination And Payment of Base and Award Fee," the Government expects the offeror to provide Quality Assurance Surveillance Plan (QASP) objectives for each Task Order (TO) including performance objectives where feasible. The performance objectives shall include performance standards, metrics, and methods of surveillance. The requirements will be described in terms of results required rather than the methods of performance of the work and set measurable performance standards. The Contractor is encouraged to suggest any performance objectives it believes appropriate for any TO the Government contemplates issuing under this contract.

H-2 (SPAWAR 5252.215-9210) INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)

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

H-3 (SPAWAR 5252.219-9201) SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1995)

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns is hereby approved and attached hereto as Attachment (2) and is made a part of this contract.

H-4 (SPAWAR 5252.232-9206) SEGREGATION OF COSTS (AUG 1992)

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.

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. One (1) copy of each invoice will be provided to the COR, designated herein, and the PCO at the time of submission to DCAA.

H-5 (SPAWAR 5252.243-9400) AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be

made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Thomas J. Kruza
Code 02-21T
Space and Naval Warfare Systems Command
4301 Pacific Highway
San Diego, CA 92110
(619) 524-7181
thomas.kruza@navy.mil

H-6 (H-302) ORGANIZATIONAL CONFLICT OF INTEREST (SYSTEMS ENGINEERING) (DEC 1999)

(a) This contract provides for systems engineering and related technical support for IA security systems engineering and technical and program management services to Department of the Navy (DoN) and Department of Defense (DoD) (IA projects and IA initiatives. The parties recognize that by the Contractor providing this support, a potential conflict of interest arises as defined by FAR 9.505-1.

(b) For the purpose of this clause, 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.

(c) During the term of this contract, the Contractor agrees that it will not supply (whether as a prime contractor, subcontractor at any tier, or consultant to a supplier) to the Department of Defense, any product, item or major component of an item or product, which was the subject of the systems engineering and/or technical direction in support of IA security systems engineering and technical and program management services to DoN and DoD IA projects and IA initiatives performed under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(d) The Contractor further agrees that it will not perform engineering services and technical support of the type described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct engineering and technical support on such products and to take no action until directed to do so by the Contracting Officer.

(e) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this Organizational Conflict of Interest clause.

H-7 (H-303) ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION) (DEC 1999)

(a) This contract, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of IA security systems engineering and technical and program management services to DoN and DoD IA projects and IA initiatives. Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of IA security systems engineering and technical and program management services to Department of the DoN and DoD IA projects and IA initiatives. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.

(b) During the term of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Defense, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) For the purposes of this clause, 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 or assignee of the contractor.

(d) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

H-8 (H-304) ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION) (DEC 1999)

(a) This contract provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of IA security systems engineering and technical and program management services to DoN and DoD IA projects and IA initiatives. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

(b) For the purpose of this clause, 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 or assignee of the contractor.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.

(d) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The Contractor further agrees that it will not perform technical evaluations as described in the SOO for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

H-9 (H-320) ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS (DEC 1999)

(a) The Department of Defense is--

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

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

(b) The Contractor--

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

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

(i) a copy of the proposed alternatives;

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

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

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

H-10 TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)

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

(a) A cost-plus-award-fee (CPAF) level of effort (LOE) task order will be issued when the scope of work is defined in general terms requiring only that the contractor devote a specified LOE for a stated time period.

(b) A CPAF completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., a final report of research accomplishing the goal or target).

H-11 (H-341) EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

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

H-12 (H-343) CONTRACT DATA REQUIREMENTS (TASK ORDERS) (DEC 1999)

The data items shown on the DD Form 1423, Contract Data Requirements List, or included in the Statement of Objectives are either known data requirements or a general description of the data to be clarified or restated on each task order.

H-13 (H-344) DELIVERY ORDER LIMITATIONS OF COST/FUNDS (DEC 1999)

In accordance with the FAR Clause 52.232-20, “Limitation of Cost,” or 52.232-22 “Limitation of Funds,” the Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred under orders issued under the resultant contract, except as authorized by the contracting officer.

The cost factors utilized in determining the estimated costs under any order placed hereunder shall be the applicable rates current at the time of issuance of the task or delivery order, not to exceed, however, any ceilings established by the terms of this contract.

If at any time 75% of either the estimated cost or estimated level of effort specified in the task or delivery order is reached and it appears that additional funds and/or level of effort is required to complete performance, the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended, and required to complete performance. The Government shall have the right to modify the task or delivery order accordingly.

If the Contractor exceeds the estimated costs authorized by task or delivery order placed hereunder, the Government will be responsible only for reimbursement of the cost and payment of fee in an amount up to that established by the task or delivery order.

The total amount of all task or delivery orders issued shall not exceed the estimated costs and fixed fee or level of effort set forth in this contract.

H-14 (H-349) REIMBURSEMENTS UNDER COST REIMBURSEMENT OR TIME-AND-MATERIAL OR LABOR-HOUR CONTRACTS (MAR 2000)

(a) Office Equipment

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

(b) Overtime

Overtime is contemplated only on an emergency basis. However, if the need for overtime arises, such overtime shall not be worked without written authorization from the Contracting Officer.

(c) Overtime/Holiday Rate

(1) Overtime is defined as time worked in one workweek in excess of 40 hours in such workweek. Holiday time is defined as any time worked on a legal Federal Holiday. Legal Federal holidays for the purpose of this contract are listed below:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(2) Overtime and/or holiday work may be worked by the Contractor only to the extent it is specifically authorized in writing, by the ordering activity on individual orders placed under the contract. No additional hours of overtime may be worked without additional written authorization.

(3) Unless the contractor states otherwise in contractor's proposal it will be deemed that the contractor shall observe the same holidays as the Government and shall otherwise be open for business Monday through Friday during the performance of the contract.

(d) Vehicle and/or Truck Rental

When any special vehicles and/or trucks are required, the cost for contractor-owned vehicles and/or trucks shall be included in the overhead rate and applied to the labor categories set forth in Section B. The contractor shall be reimbursed for actual rental/lease of vehicles and/or trucks, only if provided for in Section B and authorized by individual task/delivery orders. Reimbursement of such rental shall be made based on actual amounts paid by the contractor, not to exceed the rates set forth in the applicable line items in Section B.

(e) Expendable Material

Expendable materials, such as clerical supplies and materials which are considered to be a normal cost of doing business, are considered to be overhead expenses and must be included in hourly labor rates shown in Section B and payable under paragraph (a)(1) of the FAR 52.232-7 "Payments under Time-and-Material and Labor-Hour Contracts" clause. They shall not be billed as a separate material cost.

(f) Other Material

Material, other than expendable material, shall be furnished pursuant to specific authorization in a task/delivery order issued under this contract. The contractor will be required to support all material costs claimed by submission of paid subcontractor invoices. Contractor will be reimbursed at the contractor's cost less any applicable discount, plus material handling costs, if any, are specified in Section B of this contract. Material handling charge shall be shown in Section B only if the contractor's accounting system segregates that particular cost.

H-15 (H-350) REIMBURSEMENT OF TRAVEL COSTS (SEP 2001) --ALTERNATE I (SEP 2001)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. The travel request shall be submitted three weeks in advance, when possible, prior to incurring any travel costs, and 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.

Any travel under the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. Travel under this contract is only authorized under task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order.

(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.

* Federal Travel Regulation (FTR) Amendment 75 was published in the Federal Register as a Final Rule on December 2, 1998. This final rule changed how the FTR maximum per diem rate limitations are computed, including extracting lodging taxes from the per diem rates and allowing payment of lodging taxes as a miscellaneous expense instead. Some contractors may encounter a significant administrative burden and incur substantial costs in modifying their systems to comply with this Final Rule. Therefore, contractors may choose to satisfy the limitation on allowable travel costs by continuing to use the FTR maximum per diem rates and the definitions of lodging, meals, and incidental expenses in effect on December 31, 1998, or the revised FTR rates and definitions that went into effect on January 01, 1999. Contractors may choose the maximum per diem rate computation methodology for all contractor travel from October 01, 1999 through September 30, 2002 (see the DAR deviations issued under DAR Tracking Number 99-O0013, 2000-O0005, and 2001-O0003). Contractors shall use the revised FTR rates and definitions that went into effect on January 01, 1999 for all contractor travel after October 01, 2002, unless (A) the Director of Defense Procurement further extends the deviation, or (B) the coverage in FAR 31.205-46(a) (2) is revised.

(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 shown in Section B; 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. When authorized, per diem shall be paid by the contractor to his 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. 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).

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. 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. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis. 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) For transportation other than described in subparagraph (d)(5) below, 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. 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).

(2) When transportation by privately owned conveyance 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. 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).

(3) 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.

(4) The contractor's invoices shall include evidence, such as receipts, substantiating actual costs incurred for authorized travel. Such payments shall never exceed the rates of common carrier.

(5) The contractor shall not be paid for travel mileage for contractor personnel who reside in the metropolitan area in which the services are being performed. Travel mileage shall not be paid for services performed at the contractor's home facility or at any location within a driving radius of 50 miles from the contractor's home facility.

H-16 (H-354) PROCEDURES FOR ISSUING ORDERS (DEC 1999)

(a) *Ordering*. This is a Cost Plus Award Fee (CPAF) contract for Information Assurance (IA) security systems engineering and technical and program management services to Department of the Navy (DoN) and Department of Defense (DoD) Information Assurance (IA) projects and IA initiatives on behalf of PMW-C161. Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. When mailed, a delivery/task order shall be "issued" for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when transmitted by the Government. Supplies or services to be furnished under this contract shall be furnished by the issuance of delivery/task orders on DD Form 1155. Orders shall be placed by the Ordering Officers identified in Section G of the contract. Delivery/task orders shall contain the information in paragraph (b) below:

(b) *Ordering Procedures*.

(1) Delivery/task orders issued shall include, but not be limited to, the following information:

(a) Date of Order
(b) Contract, order number and requisition number
(c) Appropriation and accounting data
(d) Description of the services to be performed
(e) Description of end item(s) to be delivered

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

(c) *Modification of Delivery/Task Orders*. Delivery/Task orders may be modified by the ordering officer. Modifications to delivery/task orders shall include the information set forth in paragraph (b) above, as applicable. Delivery/Task orders may be modified orally by the ordering officers in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order. The Contractor shall acknowledge receipt of any delivery/task order within one working day after receipt thereof.

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

(e) *Unilateral Orders*. Delivery/Task orders under this contract will ordinarily be issued after both parties agree on all terms. An authorized individual signing the task/delivery order will evidence the contractor's agreement. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

(f) Ordering Period. The period of performance for Items 0001 through 0002 shall be from date of contract award through twelve (12) months thereafter. The period of performance for Items 0003 and 0004 shall be from twelve (12) months after the date of contract award through twenty-four (24) months thereafter. The period of performance for Item 0005 through 0006 shall be from twenty-four (24) months after the date of contract award through thirty-six (36) months thereafter. The period of performance for Item 0007 through 0008 shall be from thirty-six (36) months after the date of contract award through forty-eight (48) months thereafter. The period of performance for Item 0009 through 00010 shall be from forty-eight (48) months after the date of contract award through sixty (60) months thereafter.

H-17 H-355 CONTRACTOR IDENTIFICATION (MAY 2004)

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

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

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

H-18 (5252.245-9201) GOVERNMENT FURNISHED PROPERTY (MAR 2002)

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

DESCRIPTION	QUANTITY	DATE	LOCATION
To be specified in the task order			

H-19 (H-323) CONTRACTOR PICTURE BADGE (DEC 1999)

(a) A contractor picture badge may be issued to contractor personnel by the SPAWAR security office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at the designated Government site prior to completion of the picture badge request.

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

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

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

H-20 (H-359) LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (NOV 2003)

(a) *Definition*.
"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, 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. Confidential business information may 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). It may also include computer software as that term is 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 confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business 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 confidential business information.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business 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.

(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 confidential business 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 confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) 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 confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2).

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

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

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

H-21 (H-360) STATE SALES TAX EXEMPTION (OCT 2003)

(a) The contractor's price shall not include state sales tax, unless the location of the contractor's business is in a state that does not afford the Federal Government a tax exemption status under its state and local laws (e.g., Arizona, Hawaii). The contract price excludes all state and local taxes levied on or measured by the contract or sales price of the services or materials furnished under this contract.

(b) To the extent that the guidance in FAR Part 31 and DFARS Part 231 applies to this contract, such tax or duty shall not constitute an allowable cost under this contract, unless specifically permitted by the Contracting Officer.

(c) Contractors may be taxed by a state or local authority when procuring goods and services for performance of this contract. Such taxation does not constitute a tax levied on the Federal Government; rather it is a tax levied on the contractor for which the contractor is liable. However, the Federal Government is exempt from state and local taxation. Therefore, the contractor shall state separately on its invoices taxes excluded from the contract price, and the contracting officer agrees to either pay the amount of the taxes to the contractor or provide evidence necessary to sustain an exemption.

(d) No exemption certificate is required.

H-22 (5252.227-9402) QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)

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

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

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

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

export control laws and regulations.

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

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

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

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

H-23 ADDITIONAL ORDERING PROCEDURES FOR TECHNICAL DATA AND COMPUTER SOFTWARE RIGHTS DELIVERED UNDER A TASK ORDER

(a) The purpose of this clause is to describe additional ordering procedures applicable to the issuance of task orders under this contract.

(b) Based upon its review of the items of technical data or computer software listed in the Government's proposed work statement, the contractor may determine that, based upon new information or inadvertent omissions (unless inadvertent omissions would have materially affected the source selection decision) in its Section K Certification/Representation entitled "Identification and Assertion of Use, Release, or Disclosure Restrictions" (DFARS § 252.227-7017) submitted in response to the solicitation that resulted in this contract, in order to successfully perform the task the Contractor anticipates that it will deliver technical data or computer software to the Government with less than Unlimited Rights. Under such circumstances, along with its proposal submitted in response to the Government's proposed work statement, the Contractor shall furnish to the Government other assertions in accordance with DFARS 252.227-7013(e)(3) and 252.227-7014(e)(3). The Government notes that it is entitled to Unlimited Rights in technical data and computer software associated with certain items delivered under this contract in certain situations, even where those items were not developed exclusively with Government funding (see DFARS 252.227-7013(b)(1)(ii, iv-ix) and 252.227-7014(b)(1)(ii-vi)).

(c) If the Contractor does not submit other assertions in accordance with DFARS 252.227-7013(e)(3) and 252.227-7014(e)(3) along with its proposal submitted in response to the Government's proposed work statement, the Ccontractor agrees that it shall furnish all technical data and computer software delivered under the resulting task order with Unlimited Rights.

H-24 CONTRACT MAXIMUM AMOUNT

During the life of this contract, the total maximum dollar amount and staff hours available for placement under task orders is cumulative with each option exercise, and unexpended balances and staff hours may be used in succeeding option years. The Government will allocate any unexpended balances and staff hours to succeeding option years via a unilateral contract modification.

H-25 OPTION FOR SUPPLIES/SERVICES

The Government may, at any time on or before the option exercise date set forth below, require the Contractor to perform any part of or all of the work required for item(s) listed below. Such item(s) shall conform to the requirements of this contract to the extent they are exercised. This option contemplates multiple exercises and any partial exercise of this option shall not cancel the remainder of the partially exercised option or options for the

items left unexercised. This option 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:

ITEM	OPTION EXERCISE PERIOD
0006-0010	Between 20 September 2005 and 19 September 2006
0011-0015	Between 20 September 2006 and 19 September 2007
0016-0020	Between 20 September 2007 and 19 September 2008
0021-0025	Between 20 September 2008 and 19 September 2009

Section I - Contract Clauses

Section I-1 - Clauses Incorporated By Reference

I-1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

FAR SOURCE	TITLE AND DATE
52.202-1	Definitions (Dec 2001)
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 (Jul 1995)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2003)
52.204-2	Security Requirements (Aug 1996)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (Aug 2000)
52.204-7	Central Contractor Registration (Oct 2003)
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.211-15	Defense Priority and Allocation Requirements (Sep 1990)
52.215-2	Audit and Records -- Negotiation (Jun 1999)
52.215-8	Order of Precedence -- Uniform Contract Format (Oct 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 1997)
52.215-13	Subcontractor Cost or Pricing Data – Modifications (Oct 1997)
52.215-15	Pension Adjustments and Asset Reversions (Dec 1998)
52.215-16	Facilities Capital Cost of Money (Jun 2003)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)
52.215-19	Notification of Ownership Changes (Oct 1997)
52.216-7	Allowable Cost and Payment (Dec 2002)

52.219-8	Utilization of Small Business Concerns (May 2004)
52.219-9 Alternate I	Small Business Subcontracting Plan (Alternate I) (Jan 2002)
52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)
52.222-2	Payment for Overtime Premiums (Jul 1990) Amount of Overtime Authorized: 0 Hrs.
52.222-3	Convict Labor (Jun 2003)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Apr 2002)
52.222-29	Notification of Visa Denial (Jun 2003)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
52.222-36	Affirmative Action for Workers With Disabilities (Jun 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)
52.223-6	Drug-Free Workplace (May 2001)
52.223-11	Ozone-Depleting Substances (May 2001)
52.223-14	Toxic Chemical Release Reporting (Oct 2000)
52.225-13	Restrictions on Certain Foreign Purchases (Dec 2003)
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)
52.227-1	Authorization and Consent (Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-3	Patent Indemnity (Apr 1984)
52.227-10	Filing of Patent Applications—Classified Subject Matter (Apr 1984)
52.227-12	Patent Rights—Retention by the Contractor (Long Form) (Jan 1997)
52.227-13	Patent Rights—Acquisition by the Government (Jan 1997)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (Apr 1984)
52.228-7	Insurance – Liability to Third Persons (Mar 1996)
52.229-8	Taxes--Foreign Cost Reimbursement Contracts (Mar 1990)
52.230-2	Cost Accounting Standards (Apr 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Apr 1998)
52.230-6	Administration of Cost Accounting Standards (Nov 1999)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (Dec 2002)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-17	Interest (Jun 1996)
52.232-18	Availability of Funds (Apr 1984)

52.232-20	Limitation of Cost (Apr 1984)
52.232-22	Limitation of Funds (Apr 1984)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25 and Alternate I	Prompt Payment & (Alternate I) (Oct 2003)
52.232-33	Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct 2003)
52.233-1 Alternate I	Disputes (Alternate I) (Dec 1998)
52.233-3 Alternate I	Protest After Award (Alternate I) (Jun 1985)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-3	Continuity of Services (Jan 1991)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-2	Production Progress Reports (Apr 1991)
52.242-3	Penalties for Unallowable Costs (May 2001)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (Jul 1995)
52.243-2 Alternate I	Changes – Cost-Reimbursement (Aug 1987)
52.243-7	Notification of Changes (Apr 1984) (b): 30
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items (Apr 2003)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jun 2003)
52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)
52.249-6	Termination (Cost-Reimbursement) (May 2004)
52.248-1	Value Engineering (Feb 2000)
52.249-14	Excusable Delays (Apr 1984)
52.251-1	Government Supply Sources (Apr 1984)
52.252-6	Authorized Deviations in Clauses (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
DFARS SOURCE	**TITLE AND DATE**
252.201-7000	Contracting Officer's Representative (Dec 1991)

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Mar 1999)
252.203-7002	Display of DoD Hotline Poster (Dec 1991)
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	Alternate A (Nov 2003)
252.204-7005	Oral Attestation of Security Responsibilities (Nov 2001)
252.205-7000	Provision of Information to Cooperative Agreement Holders (Dec 1991)
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (Nov 1995)
252.211-7003	Item Identification and Valuation (Jan 2004)
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Mar 1998)
252.211-7005	Substitutions for Military or Federal Specifications and Standards (Aug 2001)
252.215-7000	Pricing Adjustments (Dec 1991)
252.215-7002	Cost Estimating System Requirements (Oct 1998)
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)(Apr 1996)
252.223-7004	Drug-Free Work Force (Sep 1988)
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993)
252.225-7012	Preference for Certain Domestic Commodities (May 2004)
252.225-7021	Trade Agreements (Jan 2004)
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises -- DoD Contracts (Sep 2001)
252.227-7000	Non-Estoppel (Oct 1966)
252.227-7002	Readjustment of Payments (Oct 1966)
252.227-7013	Rights in Technical Data -- Noncommercial Items (Nov 1995)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995)
252.227-7016	Rights in Bid or Proposal Information (Jun 1995)
252.227-7019	Validation of Asserted Restrictions--Computer Software (Jun 1995)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Jun 1995)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 1988)
252.227-7030	Technical Data--Withholding of Payment (Mar 2000)
252.227-7034	Patents – Subcontracts (Apr 1984)
252.227-7036	Declaration of Technical Data Conformity (Jan 1997)

252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 1999)
252.231-7000	Supplemental Cost Principles (Dec 1991)
252.232-7003	Electronic Submission of Payment Requests (Jan 2004)
252.234-7001	Earned Value Management System (Mar 1998)
252.242-7000	Postaward Conference (Dec 1991)
252.242-7004	Material Management and Accounting System (Dec 2000)
252.243-7002	Requests for Equitable Adjustment (Mar 1998)
252.245-7001	Reports of Government Property (May 1994)
252.246-7000	Material Inspection and Receiving Report (Mar 2003)
252.246-7001 Alternate II	Warranty of Data (Dec 1991)
252.247-7023	Transportation of Supplies by Sea (May 2002)
252.251-7000	Ordering From Government Supply Sources (Oct 2002)

Section I-2 - Clauses Incorporated In Full Text

I-2 (FAR 52.216-18) ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from: See Section F-2.

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

I-3 52.216-19 ORDER LIMITATIONS (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The contractor is not obligated to honor--

(1) Any order for an amount in excess of the ceiling value of the contract. The ceiling value of the contract is the total value of the base period CLINs plus the CLINs of any options that have been exercised.

(2) A series of orders from the same ordering office within seven (7) calendar days that together call for an amount exceeding the limitation in subparagraph (1) of this section.

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

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

(e) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-4 (FAR 52.216-22) INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 1,825 days from the effective date of the contract.

I-5 (FAR 52.215-21) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) (ALT II & III)

(a) *Exceptions from cost or pricing data*. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--
(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--
(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--
(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the

established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
(2) For market-price items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
(b) *Requirements for cost or pricing data*. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.
(d) Submit the cost portion of the proposal via the following electronic media: [*Insert media format*]

I-6 (FAR 52.244-2) SUBCONTRACTS (AUG 1998)

(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) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) 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 (d) or (e) of this clause.

(d) 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.

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

_____

_____

_____

(f)(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 (c), (d), or (e) of this clause, including the following information:

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting--

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

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

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

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

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

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

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

(2) 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.

(g) 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.

(h) 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).

(i) 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.

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

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_____

_____

_____

I-7 (FAR 52.252-6) AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

I-8 (DFARS 252.225-7043) ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 24; telephone, DSN 228-9113 or commercial (202) 443-9113.

Section J - List Of Attachments

J-1	Attachment (1) - Statement Of Objectives (SOO), dated 05 Jan 04, 23 pages
J-2	Attachment (2) – Small Business Subcontracting Plan
J-3	Attachment (3) - DD Form 254
J-4	Exhibit (A) - Contract Data Requirements List (CDRL) – Basic Ordering Period
J-5	Exhibit (B) - Contract Data Requirements List (CDRL) – Option Ordering Period (1)
J-6	Exhibit (C) - Contract Data Requirements List (CDRL) – Option Ordering Period (2)
J-7	Exhibit (D) - Contract Data Requirements List (CDRL) – Option Ordering Period (3)
J-8	Exhibit (E) - Contract Data Requirements List (CDRL) – Option Ordering Period (4)

Section K - Representations, Certifications, And Other Statements Of Offerors

K-1 (FAR 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/

FAR SOURCE	TITLE AND DATE
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)
52.222-38	Compliance with Veterans' Employment Reporting Requirements (Dec 2001)
52.237-8	Restrictions on Severance Payments to Foreign Nationals (Aug 2003)
DFARS SOURCE	**TITLE AND DATE**
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (Mar 1998)
252.209-7002	Disclosure of Ownership or Control by a Foreign Government (Sep 1994)

K-2 (FAR 52.204-3) TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.
☐ TIN has been applied for.

☐ TIN is not required because:
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of a Federal Government;
☐ Other. State basis. _____

(e) *Type of organization.*

☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt):
☐ Corporate entity (tax-exempt):
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____.

(f) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
☐ Name and TIN of common parent:

Name _____

TIN _____

K-3 (FAR 52.204-5) WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) *Definition*. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation*. [*Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.*] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K-4 (FAR 52.209-5) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(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, or receiving stolen property; [This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below.]

(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 subdivision (a)(1)(i)(B) of this provision. [This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.]

(D) 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, or receiving stolen property; and

(E) 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 subdivision (a)(1)(i)(D) of this provision.

(ii) (A) [This paragraph (a)(1)(ii) is stayed indefinitely.]. The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) 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) *"Principals,"* for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(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.

K-5 (FAR 52.215-6) PLACE OF PERFORMANCE (OCT 1997)

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

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

Place of Performance(Street Address, City, State, County, Zip Code)	**Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent**

K-6 (FAR 52.219-1) SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)--ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].
(2) The small business size standard is _____ [*insert size standard*].
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations*. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
(2) [*Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
(4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents as part of its offer that it ☐ is, is ☐ not a veteran-owned small business concern.
(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision*.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents, as part of its offer, that--

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

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

(7) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.*] [The offeror shall check the category in which its ownership falls]:
____ Black American.
____ Hispanic American.
____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
____ Individual/concern, other than one of the preceding.

(c) *Definitions*. As used in this provision--
"Service-disabled veteran-owned small business concern"--
(1) Means a small business concern--
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.
"Veteran-owned small business concern" means a small business concern--
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
"Woman-owned small business concern," as used in this provision, means a small business concern--
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice*. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
(i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K-7 (FAR 52.222-22) PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

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

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

K-8 (FAR 52.222-25) AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that --

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

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

K-9 (52.223-13) CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

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

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

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

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A);
☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33, or
☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K-10 (FAR 52.230-1) COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

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 $500,000 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 $25 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 $25 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 $25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding $1 million. 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 $25 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

K-11 (DFARS 252.227-7017) IDENTIFICATION AND ASSERTION OF USE, RELEASE OR DISCLOSURE RESTRICTIONS (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
(1) If the successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
(2) If the successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a

contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

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

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

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

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

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

Technical Data or Computer Software to be Furnished With Restrictions*	Basis of 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 item, 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 specifically 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.

K-12 (DFARS 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.

K-13 (DFARS 252.247-7022) REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

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

(b) *Representation.* The Offeror represents that it—

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

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

K-14 CONTRACT ADMINISTRATION OFFICE (DEC 1999)

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

K-15 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.)

K-16 (K-701) REPRESENTATION OF COMPLIANCE WITH THE ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) ACCESSIBILITY STANDARDS (JUN 2001)

(a) The offeror represents that it ☐ will ☐ will not deliver Electronic and Information Technology (EIT) that complies with the EIT Accessibility Standards at 36 C.F.R. § 1194.

(b) If the offeror represents that it will not deliver EIT that complies with the EIT Accessibility Standards at 36 C.F.R. § 1194, it shall complete the following table:

Item	Rationale for Not Providing Compliant EIT

K-17 (DFARS 252.225-7020) TRADE AGREEMENTS CERTIFICATE (JAN 2004)

(a) *Definitions*. "Caribbean Basin country end product", "designated country end product", "Free Trade Agreement country end product", "nondesignated country end product", "qualifying country end product", and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) *Evaluation*. The Government--
(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) Will consider only offers of end products that are U.S.-made, qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end products, unless the Government determines that--
(i) There are no offers of such end products;
(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
(iii) A national interest exception to the Trade Agreements Act applies.

(c) *Certification and identification of country of origin*.
(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end product.
(2) The following supplies are other nondesignated country end products:

_____
(Line Item Number)

_____
(Country of Origin)

Section L – Instructions, Conditions, and Notices to Offerors

L-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (JUN 88) (FAR 52.252-1)

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

NOTICE: The following solicitiation provisions are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

REF	TITLE	DATE
52.204-6	Contractor Identification Number--Data Universal Numbering System (DUNS) Number	JUN 99
52.215-1	Instructions to Offerors – Competitive Acquisition	JAN 04
52.215-16	Facilities Capital Cost of Money	OCT 97
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 99
52.222-46	Evaluation of Compensation for Professional Employees	FEB 93
52.237-10	Identification of Uncompensated Overtime	OCT 97

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2) SOLICITATION PROVISIONS

REF	TITLE	DATE
252.206-7000	Domestic Source Restriction	DEC 91
252.234-7000	Notice of Earned Value Management Systems	APR 03

L-2 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 90) (FAR 52.211-14)

Any contract awarded as a result of this solicitation will be ___ DX rated order; **X** DO rated order certified for national defense 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.

L-3 TYPE OF CONTRACT (Apr 1984) (FAR 52.216-1)

The Government contemplates award of a Cost Plus Award Fee (CPAF) Cost-Reimbursable ID/IQ contract resulting from this solicitation.

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Thomas Kruza, Space and Naval Warfare Systems Command, 4301 Pacific Highway, San Diego, CA 92110-3127.

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

L-5 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 91) (DFARS 252.204-7001)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will -

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

L-6 (52.211-1) AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

L-7 (52.211-2) AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 2003)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at http://assist.daps.dla.mil or
(b) By submitting a written request to the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2179

Facsimile (215) 697-1462

L-8 (L-331) UNCOMPENSATED OVERTIME AND PROFESSIONAL EMPLOYEES (DEC 1999)

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

(a) The offeror must have an established cost accounting system, approved by the Administrative Contracting Officer at the Defense Contract Management Agency (DCMA) that records all hours worked, including uncompensated hours, for all employees, and regar dless of contract type. Failure to meet this requirement may result in the proposal being removed from consideration for contract award.

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

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

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

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

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

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

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

L-9 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

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

L-10 ESTIMATED EFFECTIVE AWARD DATE (Dec 1999) (SPAWAR L-335)

For Bidding/Proposal purposes the estimated effective date of contract award is **20 September 2004.**

L-11 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST (Dec 1999) (SPAWAR L-339)

(a) The offeror's attention is directed to FAR Subpart 9.5 as this solicitation contains clauses H-6 through H-8 relating to organizational conflicts of interest.

(b) If applicable, prospective offerors are requested to furnish with their proposals information that may have a bearing on any existing or potential conflict of interest.

L-12 INTRODUCTION

L-12.1 This Request for Proposals (RFP) is for the procurement of IA security systems engineering and technical and program management services to DoN and DoD IA projects and IA initiatives. Offerors may submit questions concerning or request clarification of any aspect of this RFP. All questions shall be submitted in writing to Joel Judy at joel.judy@navy.mil.

L-12.2 It is the responsibility of offerors to ensure that their questions are received no later than fourteen (14) days prior to the solicitation closing date. Offerors should note that the closing date will not be extended on the basis of questions received within two weeks of the solicitation closing date.

L-13 GENERAL PROPOSAL INSTRUCTIONS

L-13.1 Offers and any modifications or withdrawals thereof, and acknowledgement of receipt of any amendments to this solicitation must be sent to Commander, Space and Naval Warfare Systems Command, 4301 Pacific Highway, San Diego, CA 92110-3127 (Attn: Joel Judy, Code 02-21M). In order to ensure proper handling of all offers, please mail your offer to the above address marked with the word "PROPOSAL" and the solicitation number. Failure to do so may result in delay in receipt or premature disclosure of your offer.

L-13.2 For the purpose of receiving offers, the close of business of this establishment is 1:00 PM San Diego, California, time.

L-13.3 The offeror shall print or type his name on the Schedule and each continuation sheet thereof on which he makes an entry.

L-13.4 Hand carried offers shall be delivered by courier to the Commander, Space and Naval Warfare Systems Command, 4301 Pacific Highway, Code 02-21, Old Town 4, San Diego, CA 92110-3127. If offers are hand carried, a visit request and badge are required. Visit requests can be sent to the following address:

Commanding Officer
Visitor Control OTC
Space and Naval Warfare Systems Center, San Diego
(SPAWARSYSCEN SAN DIEGO CA)
53560 Hull Street
San Diego, CA 92152-5001

L-13.5 Telegraphic offers will not be considered.

L-13.6 Proposals submitted in response to this RFP must contain comprehensive information on all pertinent aspects of the effort being offered to enable the Government to evaluate the offeror's understanding of, and capability to accomplish the Statement of Objectives (SOO). Throughout the proposal, the offeror shall provide sufficient detail to substantiate the validity of all stated claims. Proposals shall be submitted in accordance with the instructions herein. Non-conformance with the RFP requirements may render the proposal unacceptable. An offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Further, the offeror shall indicate that the proposal is in compliance with each requirement of the RFP and shall explain how compliance is achieved. Only one proposal from each offeror will be accepted. Any alternative approach shall be contained in the one proposal as tradeoffs discussing costs, schedule, and risks of the alternative approach. The proposal must be sufficiently complete to demonstrate how the offeror proposes to comply with the requirements of the RFP. Clarity,

completeness, and conciseness are essential, and the overall quality of the proposal will be evaluated in the context of being representative of the offeror's capabilities. Statements such as "the offeror understands," and "the offeror shall/can comply," along with responses that paraphrase the RFP, are considered inadequate. Phrases such as "standard procedures will be employed" or "well known techniques will be used" without a specific Government or industry reference, will be considered inadequate and unsatisfactory.

L-13.7 Unnecessarily elaborate presentations, elaborate artwork, expensive paper, and expensive visual aids are not desired and may be considered as an indication of the offeror's lack of cost consciousness.

L-13.8 Proposals submitted in response to this RFP shall be unclassified and consist of separately bound volumes: Volume I – Technical Proposal, Volume II – Cost Proposal, and Volume III – Contract Proposal. Offerors shall submit a hard copy original of all three volumes. An electronic copy of all three volumes shall also be submitted on three separate compact discs (CD's). A glossary listing any abbreviations and acronyms used shall be submitted with the three volumes. The organization and page limits (total and for each section) for the technical and cost information shall be as set forth in Table 1. All volumes shall be submitted at the same time.

L-13.9 Oral presentation slides, discussed in paragraph L-15 below, will be used as secondary evaluation resources only; the oral presentation itself will be given primary consideration by the Government as representative of each offeror's capability. From the time that the briefing slides are submitted with the technical volume until the time oral presentations is given, Offerors shall not modify, amend, or alter briefing slides in any way.

Table 1

Vol. No.	Item	Slide/Page Limit	Electronic Copy	Hard Copy
I	Technical Proposal Content:		1 Compact Disk	1
	(A) Mandatory Requirements	2		
	(B) Technical Approach	15		
	(C) Management Approach:			
	Proposed Organization	5		
	Proposed Staffing Plan	5		
	Resumes of Proposed Key Personnel	NONE		
	(D) Initial Task Orders	NONE		
	(E) Sample Tasks:			
	Sample Task 2 Task Order	25		
	Sample Task 3 Task Order	25		
	(F) Facilities	5		
	(G) Past Performance	NONE		
	(H) Small Business Utilization	NONE		
II	Cost Proposal	NONE	1 Compact Disk	1
III	Contract Proposal	NONE	1 Compact Disk	1
	Transmittal Letter	NONE		
	Proposed Contract	NONE		
	Representations and Certifications	NONE		
	Subcontracting Plan	NONE		

L-13.10 Each volume of the original signed proposal shall be provided in a separate 3-ring binder. A cover sheet shall be affixed to each volume, clearly marked with the volume number, the RFP number, and the offeror's name. The volume number shall also appear on the spine of the volume binder.

L-13.11 The hard copies of the technical, cost, and contract proposals shall be on 8 ½" x 11" equivalent white bond paper with single-spaced typed lines, including figures, glossaries, table of contents, and cover sheets. Folded pages will be allowed, but each 8 ½" x 11" equivalent area or part thereof will be counted as a separate page. Standard margins for Word text documents shall be a minimum of one inch. Standard margins for hard copies of PowerPoint

viewgraphs shall be 7.5"x 10". Type size for the cost/price proposal volume will be no smaller than 12-point in the text and in any spreadsheets or other attachments to the cost/price proposal. Type size shall be no smaller than 14-point in the text and in the slides presented during the oral presentations and no smaller than 10-point for drawings, figures, and tables. The same standard margins and font sizes shall also apply to information submitted in electronic format.

L-13.12 All text documents shall be prepared in the word processing application Microsoft Word 2000 or higher or Microsoft Power Point 2000 or higher, for a Windows NT 4.0 operating system. To the extent needed, simple line drawings (graphics) will be prepared in the application Microsoft PowerPoint 2000 for a Windows NT 4.0 operating system. Tables not easily established with simple tabbing in the word processing document shall be prepared as a spreadsheet and submitted in the application Microsoft Excel 2000 for a Windows NT 4.0 operating system. All PowerPoint, scanned documents, other graphic formats, spreadsheets or tables are to be prepared as separate files, incorporated in the word processing file.

L-13.13 Cost and pricing type data shall only be contained in the Cost Proposal (Volume II). With the exception of the following two items, under no circumstances shall cost-type data be located anywhere except in the offeror's cost volume: cost and fee associated with the initial Task Orders and total price in the offeror's subcontracting plan.

L-13.14 Proprietary data contained in the proposal shall be specifically identified.

L-13.15 If an offeror fails to comply with any of the requirements for proposal preparation as stated in this section (e.g., page limits, character size, line spacing, margins), the Government may elect not to evaluate the offeror's entire proposal or that part of the proposal which is determined by the Government not to comply with the proposal preparation instructions (e.g., where a proposal exceeds the page limit by 5 pages, the last 5 pages of the proposal may not be evaluated).

L-14 SUBMISSION OF ELECTRONIC PROPOSALS

L-14.1 Offerors shall submit their proposals electronically to SPAWAR under the instructions contained in this provision. Offerors shall submit their signed proposals as either scanned ("TIFF") or "PDF" documents. Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the "Submitting a Proposal?" web page found in the SPAWAR E-CC. For information about "e-Proposal" submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is https://e-commerce.spawar.navy.mil.

L-14.2 Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number and offeror's name. E-Proposal files shall not contain classified data. The offeror's e-proposal shall be in accordance with the requirements set forth below:

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

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

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

L-14.3 This paragraph supplements the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision contained in the solicitation. Identical written and electronic proposal submissions are both due by the specified date and time for receipt of proposals. The proposal submitted electronically will be considered late unless the offeror completes the entire transmission of the proposal prior to the due date and time for receipt of proposals. The proposal submitted in writing will be considered late according to the provision listed at the beginning of this paragraph. However, if an identical electronic submission was timely, and the written submission was late, or conversely, if an identical written submission was timely, and the electronic submission was late, PCO may at his/her discretion, accept the untimely identical portion of the proposal after determining that the lateness constituted a 'minor informality or irregularity'

per FAR 14.405, and its acceptance would not prejudice other offerors. If the electronic and written proposals are not identical, the electronic proposal shall be used by the Government for evaluation purposes and determining submission timeliness.

L-15 ORAL PRESENTATION

L-15.1 Each offeror shall make an oral presentation and participate in a question and answer session conducted by representatives of the Government. The scope of the question and answer session will be limited to those questions that satisfy the definition of clarifications in FAR § 15.306(a). The oral presentation and question and answer session will not constitute communications or discussions, as defined by FAR § 15.306(b,d), and will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain final revised proposals. Statements made by the offeror during the oral presentation or the question and answer session will not become part of any resultant contract.

L-15.2 The order in which offerors will make their presentations will be determined by a drawing of lots by the Contracting Officer after receipt of proposals. Oral presentations will be scheduled no later than seven working days after receipt of proposals. Oral presentations will commence no later than fourteen working days after the submittal of proposals and are anticipated to be accomplished at a rate of one offeror per day until all offerors have made their presentations. Oral presentations of each technical proposal are limited to four hours and this time limit will be strictly enforced. Once notified of their scheduled presentation date, time, and location, offerors shall complete their presentations on the scheduled date and time. Requests for offerors to reschedule the date and time of their oral presentation will normally not be entertained; however, the Government may choose at its discretion to grant the request due to extraordinary circumstances. Unsuccessful requests for rescheduling of oral presentations shall not be judged by the Government to be a valid basis for protest.

L-15.3 Attendance at the oral presentation and question and answer session is limited to the offeror's and (if applicable) subcontractor's current or proposed key personnel. No professional presenters are permitted. The offeror shall identify the authors of its oral presentation by name and association with the offeror. The principal presenter shall be the Program Manager who the offeror will assign to this program. Up to two additional personnel whom the offeror proposes to directly assign to this program may present their portion of the presentation. An offeror's presenters will include only those persons who will be assigned to the contract full time. If an offeror proposes current Government employees, the names may be submitted as part of their proposal; however, Government employees are not permitted to make oral or written communications to the Government on behalf of an offeror (reference 18 U.S.C. §§ 203, 205). Other current or proposed offeror/subcontractor personnel are permitted to participate in the oral presentation. Two additional people (e.g., CEO's, company presidents) of the offeror may attend. Therefore, the maximum number of personnel permitted to be present during any offeror's oral presentation on behalf of the offeror shall be five. At the beginning of the oral presentation, the offeror will be given its Sample Task 3. The offeror will be provided a separate room to prepare Sample Task 3. Government personnel will not be present while the offeror prepares its task plan for Sample Task 3.

L-15.4 Within the four hour limitation for oral presentations, the proposal shall be presented in a clear, concise, and complete manner, in sufficient depth of detail to enable the Government to make a comprehensive evaluation of the offeror's technical capability, understanding of the scope of work of the proposed contract, and ability to meet the requirements set forth in the solicitation. The time limits for each section of the presentation shall be as set forth in paragraph L-15.4.

L-15.4 The oral presentation (to include the Government's Question and Answer period) shall last a maximum of four hours and shall consist of six parts, subject to the time limitations shown below:

Part A	Mandatory Requirements	
Part B	Technical Approach	
Part C	Management Approach	
Part D	Facilities	(60 minutes for Parts A-D)
Part E	Sample Task 2 & 3 Task Orders	(60 Minutes for each task order; 120 minutes total for Part E)
Part F	Question and Answer period	(60 Minutes)

L-15.5 Within the four hour limitation for oral presentations, the proposal shall be presented in a clear, concise, and complete manner, and in sufficient depth of detail to enable the Government to make a comprehensive evaluation of the offeror's technical capability, its understanding of the scope of work of the proposed contract, and its ability to meet the requirements set forth in the solicitation. The offeror shall include a complete explanation of the techniques and procedures to be utilized. Program risk and the offeror's particular approach and implementing procedures for risk management shall be included. Offerors will not be permitted to make outside communications during oral presentations via, e.g., cellular phone, telephone, or message-style pagers.

L-15.6 Upon completion of the oral presentation of Parts A through E, the Government will caucus to discuss the offeror's presentation and to formulate any questions regarding the presentation. These questions will be asked verbally after the Government caucus, and the offeror will be required to answer the questions orally.

L-15.7 The first break will be scheduled at the conclusion of the Facilities portion of the oral presentation; breaks will then occur hourly to facilitate changing of videotapes as necessary.

L-15.8 Offerors shall provide their own computer and projection equipment for their oral presentation. The Government will videotape the oral presentations. The videos will be stationary views (i.e., cameras on tripods) of both the presenter and his/her presentation slides. The videotaping will be done at the Space and Naval Warfare Systems Command, 4301 Pacific Highway, San Diego, CA 92110-3127. The exact location will be specified when the offeror is notified of the oral presentation schedule. The Government will provide offerors with copies of the videotape upon request not earlier than 14 calendar days after the Government completes the last post-award debriefing of all offerors who requested a debriefing.

L-16 PROPOSAL CONTENT

L-16.1 VOLUME I – TECHNICAL PROPOSAL

L-16.1.1 In order to facilitate the technical evaluation, the technical proposal must be presented in accordance with the following format:

SECTION:	CONTENTS:
A.	Mandatory Requirements
B.	Technical Approach
C.	Management Approach
D.	Initial Task Orders
E.	Sample Tasks
F.	Facilities
G.	Past Performance
H.	Small Business Utilization

L-16.1.2 The technical proposal shall be prepared, organized and presented in a logical manner consistent with the organization of the requirements in the SOO. The presentation of each proposal section shall enable Government personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal meets the requirements of the SOO, CDRLs, other data items, and other exhibits. The proposal shall be significantly specific, detailed, and complete so as to demonstrate clearly and fully that the prospective offeror has a thorough understanding of the requirements. Presentation view graphs shall include any block diagrams, sketches, drawings, schematics, and interface descriptions required to articulate the offeror's approach and to clearly illustrate the manner in which it is proposed to conduct the project.

L-16.1.3 Mandatory Requirements. This section of the offeror's technical proposal shall state whether the offeror proposes to satisfy the following mandatory requirements:

a) Location. Offerors shall propose to have a facility located within a 25-mile radius of the Space and Naval Warfare Systems Command Headquarters, 4301 Pacific Highway, San Diego, CA 92110 as of the date of contract award.

b) Organizational Conflict of Interest clause: Offerors shall accept the organizational conflict of interest clauses contained in Sections H-6 through H-8 of this RFP.

c) Security Clearances. Offerors shall have the capability of storing classified information up to and including SECRET at their facility as of the date of contract award. Proposed key personnel shall also possess at least a SECRET clearance as of the date of contract award.

L-16.1.4 Technical Approach. This section shall demonstrate the offeror's overall concept of the work being proposed and its plans for accomplishing the objectives and tasks set forth in the Statement of Objectives (SOO) consistent with performance-based service contracting principles described in FAR Subpart 37.6 (excluding performance incentives/disincentives). This section shall also clearly indicate the reasons why the contract should be awarded to the offeror with appropriate summary of highlights and references to the plans and qualifications contained in the briefing materials. This section should not repeat the SOO requirements verbatim, or merely paraphrase the requirements.

L-16.1.5 Management Approach. This section shall clearly identify the offeror's proposed organization to satisfy the Government's requirements and shall explain and justify how the proposed organization will ensure the most effective and economical performance. The offeror's proposed management approach shall be comprised of three parts: (a) organization, (b) staffing plan, and (c) personnel.

L-16.1.5.1 Organization. This section shall clearly identify the offeror's proposed organization to satisfy the Government's requirements and shall explain and justify how the proposed organization will ensure the most effective and economical performance. The offeror shall present a management plan showing how tasks, milestones, costs and deliverables will be tracked by the offeror. In addition, the offeror shall provide a professional review of all technical task results prior to submission to the Government within the required time frame. The offeror shall also describe the requisite internal procedures and processes that that it will implement to assure timely professional reaction (i.e., an initial response from a trained and knowledgeable staff), those plans/procedures it intends to implement to react to an emergent task with a short-fused deadline and how it is prepared to provide quick reaction responses such as support of high-level project reviews and support of operational problems/trouble reports.

L-16.1.5.2 Staffing Plan. The offeror shall present a staffing plan identifying task leaders and staff members assigned to each task. The offeror shall specify the role and authority of the Program Manager, and the title, role, and functions of the proposed senior contractor representatives for day-to-day contact. The offeror shall include a description and chart of how the proposed support organization interfaces with the company/corporate structure, the proposed lines of authority, and the coordination between the offeror's organization and subcontractors, if any. The offeror shall also identify any current corporate in-house training program(s) and describe the training program that will be maintained or established if required, to ensure a high level of expertise is maintained among project personnel as well as training for replacement personnel. Additionally, the offeror shall address the following items:

a) Procedures for determining whether a task will be accomplished in-house, by a subcontractor, or by a joint effort (if a task is to be accomplished outside of the offeror's facility, the location of the facility or facilities must be identified).

b) Procedures for monitoring timely delivery, quality assurance, and man-hours expended on deliverables.

c) Subcontractor(s) to be utilized during all periods of contract performance. The offeror shall identify by title any subcontractor employees responsible for preparation, delivery, and quality assurance of deliverable items. The offeror shall also demonstrate that the proposed subcontractor(s) has/have the proven organizational, technical, and management capabilities available to successfully undertake and complete the assigned tasks. Specifically, the offeror shall also demonstrate its ability to ensure quality, cost control, and timeliness of all subcontractors' products. In addition, the offeror shall identify how subcontractors were selected (competitively or non-competitively).

L-16.1.5.3 Personnel. The offeror shall demonstrate how the technical and managerial personnel it will assign to the contract (both prime and subcontractor) are capable of satisfactorily completing the efforts required by the SOO. The offeror shall submit no more than ten resumes of key personnel. Resumes are only required for those individuals the offeror designates as key personnel. Key personnel are defined to be those individuals who are task leaders for the IA initiatives supported (i.e., Network Security Systems, Crypto (Readiness/Modernization), IA Readiness, Secure Voice, Multiple Security Level/Cross-Domain Solutions, Key Management Infrastructure, Security Systems Engineering for Emerging Fleet Initiatives, Non-Mission Capabilities Efforts)), and those who will be the primary individuals who will

interface with Government task leaders. Task leaders must be either a Program Manager, Project Manager or Electronics Engineer III. Resumes shall include as a minimum, the employee's education and specific experiences that are directly related to the requirements of the SOO. Resumes shall be submitted with the Technical Proposal and shall be in accordance with Section L-16.2 and Attachment 1 to Section L. The resumes shall clearly demonstrate the relationship between each proposed individual's relevant qualifications and the tasks to be performed by that individual. If an offeror intends to substitute additional experience in lieu of the desired education requirements described below, it shall justify such substitutions as being beneficial to the Government in performing tasks identified in the SOO. The Government's description of the duties and responsibilities of each position and its desired (but not required) qualifications for each position are as follows:

a) Program Manager.

(i) Duties/Responsibilities. Serve as the overall program lead for providing IA technical and management support. Interface directly with the Navy Program Manager for IA. Be responsible for coordinating the implementation of all tasks with respect to technical, cost, and schedule criterion. Be responsible for notifying the Navy Program Manager of any issues requiring immediate attention. Be responsible for presenting the overall program status to the Navy Program Manager when requested.

(ii) Relevant experience: 10 years supervising the conduct of analyses, studies, surveys and projects in which IA and security systems engineering (SSE) was one of the primary areas, 5 years of which demonstrate experience involving Navy Command Control Communications Computers Intelligence and Surveillance Reconnaissance (C4ISR) systems. This experience with Navy C4ISR systems should involve assisting in the design, development, implementation, and support of IA solutions. It should also include experience interacting with external organizations such as the National Security Agency (NSA), Defense Information Systems Agency (DISA), Office of Naval Intelligence (ONI), Defense Intelligence Agency (DIA), Commander, Naval Security Group (COMNAVSECGRU), and the Fleet Information Warfare Center (FIWC).

(iii) Education: Masters degree - Engineering or Management related.

b) Project Manager.

(i) Duties/Responsibilities. Directs and coordinates all activities necessary to complete a major engineering project or several small projects.

(ii) Relevant experience: 8 years in the IA and SSE field, including work experience in Naval C4ISR systems and networking (including Transport Control Protocol/Internet Protocol (TCP/IP) networks). Should also have an understanding of Asynchronous Transfer Mode (ATM) networks.

(iii) Education: Bachelors degree – Electrical Engineering or Computer Science.

c) Electronics Engineer III.

(i) Duties/Responsibilities. Responsible for the engineering part of a major project or an entire project of less complexity than those normally assigned to project manager. May provide technical supervision to lower level engineers and other technical personnel. May be responsible for the administrative duties of a small work group, although the engineering work performed is more important than the supervisory work.

(ii) Relevant experience: 4 years in the IA and SSE field, including work experience in Naval C4ISR systems, and networking (including Transport Control Protocol/Internet Protocol (TCP/IP) networks). Should also have an understanding of Asynchronous Transfer Mode (ATM) networks.

(iii) Education: Bachelors degree – Electrical Engineering or Computer Science.

d) Electronics Engineer II.

(i) Duties/Responsibilities. Handles complex engineering assignments with little supervision or guidance.

(ii) Relevant experience: 2 years experience in the IA and SSE field, including work experience in Naval C4ISR systems, and networking (including experience in Transport Control Protocol/Internet Protocol (TCP/IP) networks). Should also have an understanding of Asynchronous Transfer Mode (ATM) networks.

(iii) Education: Bachelors degree – Electrical Engineering or Computer Science.

e) Electronics Engineer I.

(i) Duties/Responsibilities. Handles elementary engineering assignments under the close supervision of more experienced engineers.

(ii) Relevant experience: 1 year experience in the IA and SSE field, including work experience in Naval C4ISR systems and networking (including experience in Transport Control Protocol/Internet Protocol (TCP/IP) networks). Should also have an understanding of Asynchronous Transfer Mode (ATM) networks.

(iii) Education: Bachelors degree (Electrical Engineering or Computer Science) or equivalent work experience.

f) Management Analyst.

(i) Duties/Responsibilities. Responsible for coordinating program management activities (e.g., preparing briefings, documenting meeting minutes, tracking funding status).

(ii) Relevant experience: 4 years in second- or higher-management level applying management principles in improving products or services.

(iii) Education: Bachelors degree - Business Administration or Management.

L-16.1.6 Initial Task Orders

L-16.1.6.1. The Offeror shall convert Initial Task Direction Letters (Attachments 4 and 5 to Section L) into Performance-Based Service Contract Task Orders (TOs).

(a) Each proposed TO shall contain the following information in a format consistent with the format of this RFP (e.g., sections A-J):

(1) Section B: proposed level of effort, proposed labor mix, and total estimated cost and fee. The total combined proposed cost and fee for both task orders shall exceed $2,700,000. The offeror shall also propose all applicable PBSA metrics consistent with the evaluation criteria in Section B-3 (Determination and Payment of Base and Award Fee).

(2) Section C: a proposed task statement containing a description of the content of the proposed deliverables (i.e., requirements) in terms of results required rather than the methods of performance of the work, measurable performance standards (e.g., terms of quality, timeliness, quantity)(see FAR Subpart 37.6), and quality assurance surveillance plans.

(3) Section F: proposed delivery schedule for each deliverable not to exceed twelve months after issuance of task order.

(4) if the content of a specific section, e.g., Section I, would not change, then state "See the basic contract" in that section.

(b) With respect to Section C of each proposed TO, the offeror is advised that the first TO will be funded exclusively with RTD&E appropriations and the second TO will be funded exclusively with OPN appropriations. Offerors shall carefully draft their proposed TOs in a manner that is consistent with the appropriations contemplated to be obligated for each task. (For example, it would be inadvisable for a section C for any proposed TO funded with OPN to contain the word "development".) For further details, see GAO's *Principles of Federal Appropriations Law* Vols. I-V (available at www.gao.gov), the *Financial Management Regulation* (available at www.dod.mil/comptroller/fmr/) and Attachment 6 to Section L.

(c) Offerors are hereby notified that this part of the offeror's proposal will not just be evaluated by the Government for source selection purposes. The Government expects to issue these proposed TOs to the successful offeror upon contract award. As a result, the successful awardee will be required to perform these TO in accordance with their content, and the amount of any award fee it receives for performing those TOs will be determined in accordance with Clause B-3 (Determination and Payment of Base and Award Fee).

L-16.1.7 Sample Tasks

L-16.1.7.1 To further evaluate each offeror's ability to perform the requirement in the SOO, the technical proposal shall include performance-based task orders (TO) for three (3) sample tasks as defined in FAR Subpart 37.6.

L-16.1.7.2 The offeror's technical solution to each sample task shall be contained in a TO. The length, content, and level of detail of the TO shall be left to the discretion of the offeror. All proposed TOs shall include an estimate of the time it would take to complete the task and a proposed labor mix using the labor categories defined in paragraph L-16.3.3 (e). The sample tasks do not represent the level of detail, nor necessarily the end products required to be

delivered after award, but rather are structured to further demonstrate the offeror's technical understanding of the role of PEO-C4I and Space PMW-C161 and the SOO task areas. In addition, the offeror shall identify all assumptions that underlie its proposed TOs.

L-16.1.7.3 Sample Task 1. The TO should provide a brief plan of action and milestones (POA&M), a high level system diagram showing major components of the Security Management Infrastructure (SMI), and a proposed set of SMI policies. The offeror's TO shall discuss the interaction/interdependency (if any) between the Certificate Management Infrastructure (CMI) and the SMI. The TO for Sample Task 1 shall be submitted with and at the same time as the offeror submits Volumes I, II and III of its proposal. The TO will be evaluated prior to oral presentations. Offerors will not be required to brief their technical approach to Sample Task 1 during the oral presentation; however, offerors may be asked clarification questions regarding the TO during the question and answer session.

a) Background. In today's information technology environment within the Department of Defense there is tremendous pressure to implement an infrastructure that is compatible with both civilian agencies (e.g., Department of Justice, Department of State) as well as the private sector (e.g., banking industry, medical community). One of the major portions of this IT infrastructure is the implementation of a Security Management Infrastructure (SMI) to handle both X.509 certificate management and electronic key management. The focus of certificate management is to implement a Certificate Management Infrastructure (CMI) to create, manage, and update user certificates to provide Identification and Authentication (I&A), integrity, confidentiality, and non-repudiation of data security features. The focus of electronic key management is to migrate away from paper key generation and distribution towards an electronic key management system.

b) Requirement. The offeror shall provide a TO depicting milestones (POA&M) in order to implement a proposed SMI within the Department of the Navy (DON). The SMI solution in the TO shall be developed in accordance with today's constraints (reduced funding, reduced manpower) that is focused towards compatibility with civil agencies and the private sector. The proposed TO shall consist of electronic mail, key management for legacy systems such as the KG-84, and new systems such as the FASTLANE and TACLANE. The TO shall also include a high level system diagram showing major components of SMI, a proposed set of policies needed to be developed, and a brief description of how the SMI operates. The TO shall also discuss the interaction\interdependency (if any) between the CMI and the key management infrastructure.

L-16.1.7.4 Sample Task 2

a) Background. There are 300 users on board a Command Ship (CS): 25 users on CS Top Secret/Special Compartment Information (SCI) LAN with JWICS access (separate workstations), 125 users on CS Secret LAN with SIPRNET access (separate workstations), 100 users on unclassified LAN with NIPRNET access only, 15 users who have a requirement for remote dial-in access to CS Secret LAN, 10 users who have a requirement for remote dial-in access to CS unclassified LAN, and 25 Releasable to Republic of Korea (RELROK) users who operate within the CS and have a requirement to send e-mail traffic and exchange files as attachments with users on the CS Secret LAN. The CS is currently passing Simple Mail Transport Protocol (SMTP), File Transfer Protocol (FTP)-outbound only, and Hyper Text Transfer Protocol (HTTP) on the unclassified LAN. The CS is currently passing SMTP and HTTP on the Secret LAN, and allowing FTP (outbound and inbound) and Telnet (outbound and inbound).

b) Requirement. Given the following parameters for a CS, the offeror shall submit a TO that proposes a network systems security solution to be implemented for a CS. This network systems security solution shall be consistent with IT21 and Navy Marine Corps Intranet (NMCI) initiatives. The TO shall include: network topology showing placement of network security components, implementation process required (e.g.-site survey, certification and accreditation, security testing and applicable policy), and proposed concept of operations as to how the security components will be operated.

L-16.1.7.5 Sample Task 3: The offeror shall prepare a TO for Sample Task 3, which will be given to the offeror at the beginning of the oral presentation.

L-16.1.8 Facilities

L-16.1.8.1 The offeror shall identify the location of personnel and facilities to be used in the performance of the SOO requirements. The offeror shall identify the availability and location of work-aides, such as computers and the capability to exchange e-mail and electronic files with PMW-C161 and other Government offices or agencies via the Internet. The offeror shall demonstrate the capability to provide computer diskette copies of narrative deliverables. The offeror shall also identify whether all personnel and facilities, including subcontractor(s), are at one location or at various locations. When more than one location will be utilized, the offeror shall identify task managers at each location.

L-16.1.8.2 The offeror shall also provide a brief narrative description of the graphic and reproduction capabilities of the company. The narrative shall include a brief description of the size and capability of the graphics duplication equipment, identify the number of charts and view graphs that can be processed in an eight-hour day, and describe any ability to provide overnight graphics and volume of support. The narrative shall also describe the offeror's capability to produce wall-size charts and reduction of the same.

L-16.1.9 Past Performance Information (JUL 2002)

L-16.1.9.1 Offerors shall provide information on 5 previous Government contracts whose effort was relevant to the effort required by this solicitation; the contracts provided should have been performed within the last 5 years. If the Offeror has not had 5 Government contracts within the last 5 years, information on relevant subcontracts and commercial contracts may be submitted instead. This information shall be provided by the submission of Attachment 2 ("Reference Information Sheet") for each contract.

L-16.1.9.2 "Relevant" is defined as work of a similar nature, scope, magnitude, complexity (e.g., providing support services for IA projects and initiatives), and difficulty to that required by the SOO, performed for comparable customers (e.g., DoD, a military department). Offerors shall explain the relevancy of their past performance to the objectives in the SOO and may include a discussion of significant achievements, past problems and efforts to identify and manage program risk. The description may include specific details of technical performance (actual performance versus required performance); actual quality or reliability versus specified levels; management performance in meeting program schedules and milestones; and quality management and process improvements.

L-16.1.9.3 In addition to the information requested above, offerors shall contact their past performance references and request that each reference complete Attachment 3 ("Past Performance Questionnaire") and fax or e-mail the completed survey form directly to Joel Judy, Space and Naval Warfare Systems Command, 4301 Pacific Highway, San Diego, CA 92110-3127, joel.judy@navy.mil (Fax: 619 524-3180). BEFORE THE DUE DATE OF THIS SOLICITATION. The Government may consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information.

L-16.1.9.4 The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror. This past performance information will be used for the evaluation of past performance.

L-16.1.9.5 The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror.

L-16.1.9.6 The offeror shall furnish the information required in paragraph L-16.2.3 or submit a statement that past performance information for an individual contract resides in the Past Performance Information Retrieval System (PPIRS).

L-16.1.9.7 The offeror shall provide a copy of its latest DCMA Subcontracting Program Compliance Rating.

L-16.1.10 Small Business Utilization. The offeror shall provide a table that lists all its proposed first tier subcontractors individually by name with their addresses, their business type (large, small, small disadvantaged, women-owned small, HUBzone, veteran-owned small, service-disabled veteran-owned small as determined by the SBA size standard for the specific work being subcontracted) and the percentage of the total dollar value proposed (including all costs and fees for all option years for all CLINs including the CLINs where the price is given) that is

being proposed in Volume II to be performed by each listed first tier subcontractor. A sample table is provided below:

Name of Subcontractor (First Tier Only)	Address	Type of Business (Large, Small, HUBzone Small, Small Disadvantaged, Women-Owned Small, Veteran-Owned Small, Service-Disabled Veteran-Owned Small)	
XYZ Corp.	123 Main St Anytown, NY 01345	Large	1.9%
Acme, Ltd.	"	Small, SDB, Veteran-Owned Small	12.4%
Smith, Jones and Assoc.	"	Small, HUBzone	0.1%
ABC Co.	"	Small	3.2%
Triple A, Inc.	"	Small, Women-Owned Small, HUBzone	0.3%

L-16.1.10.1 The percentages listed in the table will be cross-checked with the Volume III, Contractual, to ensure that they match the actual proposed effort by the subcontractors identified in the offeror's proposed subcontracting plan. In addition the SBA PRO-NET (http://pro-net.sba.gov) database will be viewed to verify the small business category or categories of the proposed small businesses in the table. The offeror shall list all applicable business types for which each subcontractor qualifies. The definition of a small business concern is as set forth in 13 CFR 121.105.

L-16.1.10.2 This table is for source selection evaluation purposes only. The Small Business Subcontracting Plan to be submitted by the offeror in accordance with Section L-16.4.5 shall be formatted as required by FAR 52.219-9 stating the subcontracting goals as percentages of total subcontracted amounts NOT as percentages of total contract value, as required by the table above.

L-16.2 PERSONNEL RESUME REQUIREMENTS (Jun 2001) (SPAWAR L-345)

L-16.2.1 To perform effectively under this contract, personnel must possess certain knowledge and experience related to the work to be performed. A description of the education and experience desired for each of the labor categories is specified in Section L-16.1.5.3.

L-16.2.2 Resumes shall be no more than two pages in length.

L-16.2.3 To facilitate proposal evaluation, all resumes shall be in the format in Attachment 1 "Resume Format" to this solicitation and each resume shall include the following information. Resumes that do not conform may be considered unacceptable.

a) Name
b) Contract labor category/contractor's labor category if different
c) Percentage of time to be allocated to this effort
d) Security Clearance
e) Current work location
f) If the individual is Key Person on another contract, that shall be noted together with the percentage of dedication to that effort. The offeror's plans for satisfying both requirements shall be discussed.
g) Summary information:

(i) Number of years/months experience in each of the experience areas described for the contract labor category. Years and months shall be stated such that 10 years 6 months is shown as 10/6 rather than 10.5 years.
(ii) The cutoff for experience claimed shall be the closing date of this solicitation.

h) Work experience (beginning with current position):

(i) Employer: Dates (month/year); Title(s) held

(ii) Responsibilities/tasks shall be discussed in sufficient detail so as to permit comparison with contract requirements. Specific examples of work assignments, accomplishments and products shall be provided. Phrases such as "assisted with" or "participated in" are unacceptable except as introductory to a description of the actual work performed. Offerors are cautioned that statements containing these phrases may be deleted from the resume for purposes of evaluation against labor category minimum requirements.

(iii) All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/responsibilities shall be provided in accordance with subparagraphs (d)(8)(i) and (d)(8) (ii) above.

(iv) Offerors shall avoid any gaps in experience as it may lead the need for further clarification.

i) Education: Degree(s); Date(s); Institution: Major/Minor.

j) A signed statement containing the following language: "I hereby state that the information in this resume is true, accurate and correct and consent is given for Disclosure of this resume for proposal evaluation purposes. I will be available to perform as _____[fill-in]_____ for any resultant contract." Resumes lacking the preceding statement may be deemed unacceptable, and the Government may decline to consider those resumes during its evaluation.

L-16.3 VOLUME II – COST PROPOSAL

L-16.3.1 General Instructions: The offeror's cost proposal shall consist of two sections: (1) Spreadsheets and (2) Corporate Cost Information.

L-16.3.2 Section A--Spreadsheet Content: Section A of Volume II shall be segregated into separate spreadsheets for CLINs 0001, 0006, 0011, 0016, and 0021. Each CLIN spreadsheet shall be further segregated into separate spreadsheets for each of the contractor's fiscal/accounting year that falls within that CLIN's period of performance. The sum of the amounts for each fiscal/accounting year spreadsheet must equal the total amount for each CLIN spreadsheet. Each spreadsheet shall be formatted in Microsoft Excel 2000 or higher and contain cells with working formulas and calculations. Each spreadsheet shall be structured so as to show separate totals per CLIN. Each spreadsheet shall contain the following information:

L-16.3.2.1 Direct Labor: Identify the various labor categories including the number of labor hours (see paragraph L-16.3.3), proposed hourly labor rates, and total proposed cost for each labor category. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. The straight time hourly rates shall use a forty-hour week for the conversion of salaried employees to the hourly basis and shall be exclusive of loading factors; e.g., vacation, sick leave, holidays, overhead, G&A and fee. (See subcontracted labor below).

L-16.3.2.2 Fringe Benefits: If applicable and in accordance with the offeror's normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

L-16.3.2.3 Overhead: Identify the current and projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied. Overhead for Materials, and Other Direct Costs, if any, shall be included here.

L-16.3.2.4 Subcontracted Labor: Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract. This information may be submitted directly by the subcontractor under a separate cover to the Contracting Officer.

L-16.3.2.5 Other: If facilities capital cost of money are proposed, submit a completed DD Form 1861 entitled "Contract Facilities Capital Cost of Money" and Form CASB-CMF "Facilities Capital, Cost of Money Factors

Computation." Documentation supporting the computations shall be submitted with the forms. Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

L-16.3.2.6 General and Administrative Expense: Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied. G&A for Material, and Other Direct Costs, if any, shall be included here.

L-16.3.2.7 Fee: Propose 8% of the above costs less Facilities Capital Cost of Money for award fee and 2% of the above costs less Facilities Capital Cost of Money for the base fee.

L-16.3.2.8 Totals: Sum of all the above cost elements.

L-16.3.3 Estimated Level of Effort: The quantities of labor hours for each labor category shown below, which are to be used by the offeror for computing total labor costs, are estimates only and are based upon historical data. The Government does not guarantee either the estimated quantities of man-hours shown for individual labor categories or the total estimated man-hours ordered by the Government after award. The actual amount the Government will order after award may vary significantly from the estimated level of effort. The Government's ordering obligation is the minimum amount specified in Section B. It is recognized that some of the labor category titles used in the solicitation may not exactly match the titles normally used by an offeror. Accordingly, in order to permit a rapid comparison between the anticipated labor team shown below and the offeror's actual labor mix, each proposal must provide the following:

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

(b) A statement of the offeror's normally used nomenclature for each labor category included herein.

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

(d) Subcontractor labor hours at all tiers should be shown in the same manner as described in paragraphs (1) through (3) above. This information may be submitted directly by the subcontractor under a separate cover to the Contracting Officer.

(e) If the offeror believes that, based on its technical approach, the Government's estimate of labor categories, overall labor hours, individual labor category hours are understated or overstated, the offeror shall provide a revised estimate, an adequately supported basis for the revision(s) and compute its cost proposal in accordance with these revisions. The Government will evaluate the offeror's basis for the revision during the cost realism analysis. If the Government finds the offeror's basis adequately supported, the Government will utilize the offeror's revised estimates in determining the offeror's most probable cost.

Government Labor Estimate

LABOR CATEGORIES	CLIN 0001	CLIN 0006	CLIN 0011	CLIN 0016	CLIN 0021	TOTALS
Program Manager	6,323	5,901	5,506	5,139	4,795	27,664
Project Manager	14,753	13,768	12,848	11,990	11,189	64,549
Electronics Engineer III	63,229	59,005	55,064	51,386	47,954	276,638
Electronics Engineer II	52,691	49,171	45,887	42,822	39,962	230,532
Electronics Engineer I	42,152	39,337	36,709	34,257	31,969	184,425
Management Analyst	25,291	23,602	22,026	20,554	19,182	110,655
Clerical	6,323	5,901	5,506	5,139	4,795	27,664
Total Labor Hours	**210,762**	**196,684**	**183,547**	**171,287**	**159,846**	**922,126**

L-16.3.4 Uncompensated Overtime and Professional Employees

L-16.3.4.1 Proposals that include hourly rates for exempt employees which are based on more than a 2080 hour work-year shall be identified as Uncompensated Overtime, defined in FAR 52.237-10 (incorporated by reference herein), and

evaluated in accordance with Section M. Offerors are advised that the above plan will be used regardless of the methodology proposed or name given to the compensation plan (e.g., Total Time Accounting, Competitive Time Accounting, Compensated Overtime, or Standard Work Week).

L-16.3.4.2 If the offeror decides to include uncompensated effort in the proposal, the following requirements shall be met and reflected in the proposal:

a) The offeror must have an established cost accounting system, approved by the Defense Contract Audit Agency (DCAA) that records all hours worked, including uncompensated hours, for all employees, and regardless of contract type. Failure to meet this requirement may result in the proposal being removed from consideration for contract award.

b) Uncompensated hours, for all employees and regardless of contract type, shall be included in the offeror's base for allocation of indirect costs and meet the requirements of Cost Accounting Standard (CAS) 413.

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

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

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

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

g) The proposal shall include a separate, complete, cost breakdown, to the same level of detail as the breakdown supporting the cost proposal. The breakdown shall include direct labor rates for all direct labor categories based on the division by 2080 of exempt employees actual annual salary, to represent a standard (as deemed by Fair Labor Standards Act) 40-hour week or 2080 hour standard year. In addition, the breakdown shall include overhead rates and other costs based on employees working a standard 40-hour work week or a 2080 hour standard year. IT IS THIS COST BREAKDOWN THAT WILL BE USED TO PERFORM THE COST REALISM PORTION OF THE PROPOSAL EVALUATION.

h) The requirements stated in paragraph L-8 shall be met for each subcontract which has uncompensated effort included in the proposal.

L-16.3.5 Section B - Corporate Cost Information. Offerors shall submit the following information as part of its cost proposal (Note: this information may assist the Government in determining the responsibility of the offeror):

L-16.3.5.1 Offerors shall submit information regarding the general financial condition of the offeror's firm and specific plans for financing the proposed contract, including the latest available financial statements. If offerors are currently being audited, or have been audited by the Defense Contract Audit Agency (DCAA), they shall provide the address, current telephone number, and current point of contact for the cognizant DCAA and the cognizant Defense Contract Management Agency (DCMA) office. Offerors shall also provide the latest approval date of its CAS Disclosure Statement (not applicable to small businesses) and most recent audit status (e.g., when was the last one performed, what were the findings).

L-16.3.5.2 Offerors shall submit a summary of their accounting procedures and controls, organization, production control procedures, property control system, quality assurance programs, and equipment and facilities relative to this effort.

L-16.4 VOLUME III – CONTRACTUAL

L-16.4.1 The offeror's contractual volume shall consist of the following: (1) a letter of transmittal, (2) a Standard Form 33, (3) Sections B-K, and (4) the offeror's Small Business Subcontracting Plan.

L-16.4.2 Letter of Transmittal. The proposal shall be accompanied by a letter of transmittal prepared on the offeror's letterhead stationary and signed by an individual authorized to commit the company to the proposal. The cover letter shall identify all enclosures being transmitted as part of the proposal. The letter shall reference the RFP number and acknowledge that it transmits an offer in response to the RFP. It shall state the offeror's (1) Commercial and Government Entity (CAGE) number, (2) the address (es) of the location(s) at which the offeror intends to perform the proposed effort, and (3) that the proposal is valid for 210 calendar days after date of submission. If teaming or subcontracting with another company (ies) is/are proposed, a copy of the teaming or subcontractor agreement(s) shall be provided. The offeror shall also list any exceptions it takes to the requirement listed in the RFP. The offeror's failure or refusal to assent to any of the terms and conditions of this RFP or its imposition of additional conditions or any material omission in its offer, may constitute a deficiency that would make the offer unacceptable to the Government. The completion and submission to the Government of the above items in Volume III will constitute the offer. The Government's acceptance of the offer will create a binding contract between the Government and the offeror.

L-16.4.3 SF 33. The offeror shall submit a Standard Form 33, "Solicitation, Offer and Award," with blocks 12 through 18 completed.

L-16.4.4 RFP Sections B-K. The offeror shall submit RFP Section B-J, "Supplies or Services and Prices/Costs," with estimated cost and proposed fees inserted and all Section K, "Representations, Certifications and Other Statements of Offerors," completed.

L-16.4.5 Small Business Subcontracting Plan

L-16.4.5.1 Large Business Offerors shall provide a Small Business Subcontracting Plan as a separate attachment to the proposal. The Subcontracting Plan of the successful offeror will be reviewed and approved by the PCO prior to contract award. The successful offeror's Subcontracting Plan will be incorporated as an attachment to the contract and must comply with FAR Clause 52.219-9.

L-16.4.5.2 Large Business offerors shall provide a signed, dated copy of the offeror's latest Defense Contract Management Agency (DCMA) Subcontracting Program Review Performance Report, along with the rating on DCMA letterhead and (2) September 30th Summary Subcontract Reports (SF 295) for the past five years.

L-16.4.5.3 Large Business offerors shall address their strategies for utilizing Small Business (SB) concerns in the performance of this contract. The offeror's small business subcontracting plan shall: describe its approach to identifying small business concerns; the extent of participation of small businesses on this contract; the extent of commitment to use such small businesses; the complexity and variety of the work small businesses are to perform; past experience in meeting proposed goals and what processes have been implemented to correct inabilities to meet proposed goals. Offerors shall also demonstrate that their Small Business strategy is consistent with its Small Business Subcontracting Plan and any proposed goals.

L-16.4.5.4 If the offeror is a participant in the Department of Defense (DoD) Comprehensive Subcontracting Test Program specified in DFARS 219.7, the offeror shall provide a copy of the approved comprehensive plan and describe how Small Business participation on this contract will contribute to its overall Comprehensive Subcontract Plan goals.

L-16.4.5.5 In the small business plan, the offeror shall describe the specific efforts for this requirement to ensure the resultant contract meets or exceeds proposed goals. These efforts shall include, but not be limited to: sponsoring program specific outreach programs and industry conferences, establishing/utilizing DoD or Small Business Administration approved Mentor-Protégé Agreements.

L-16.4.5.6 Any proposed subcontracting plan which reflect a Small Disadvantaged Business (SDB) goal less than the statutory five percent goal (Public Law 100-656) shall explain why a five percent SDB goal cannot be proposed. Offerors must include a specific, detailed explanation to support a 0% goal in any category.

L-16.4.5.7 The offeror's small business subcontracting plan shall also provide a listing of all proposed first tier subcontractors individually by name with their addresses and the appropriate business categories [large (LB), small (SB), small disadvantaged (SDB), woman owned small (WOSB), HUBZone (HUBZ), veteran-owned small (VOSB), service-disabled veteran-owned small (SD-VOSB), and Historically Black Colleges & Universities/Minority Institutions (HBCU/MI)]. The definition of a small business concern is as set forth in 13 CFR 121.105 as determined by the Small Business Administration (SBA) size standard for the specific work being subcontracted. The offeror shall list all applicable small business categories for which each subcontractor qualifies. **NOTE**: The SBA PRO-NET database (http://pro-net.sba.gov) will be utilized to verify the small business category or categories of the proposed small businesses in the table. A sample table is provided below:

NAME OF SUBCONTRACTOR (1st Tier only)	**ADDRESS**	**BUSINESS CATEGORY** (LB, SB, SDB, WOSB, HUBZ, VOSB, SD-VOSB, HBCU/MI) ***(List all that apply.)***	**PRINCIPAL PRODUCT / SERVICE TO BE PROVIDED**	**PERCENT OF TOTAL SUBCONTRACTED AMOUNT INCLUDING ALL SLINS AND ALL OPTIONS**
ABC Co.	123 Main St Uptown, CA 01234	LB		
XYZ Co.	456 First Ave Downtown, CA 01234	SB, SDB, WOSB		

ATTACHMENT 1 -- RESUME FORMAT

Labor Category	**Meet General Experience***	RFP Req.	Actual Years	**Meet Specialized Experience***	RFP Req.	Actual Years	**Education (degree)**	RFP Req.	Actual
Category Name		# years	# years		# years	# years			
Program Manager		***25 years***	***5 years***		***20 years***	***2 years***	***Bus. & Accounting Degree***	***BA***	***MA***

Bold text in italics was inserted as an example only.
*Please see below for details.

Note: The experience described below **must** substantiate the information represented in the above table or the proposed individual may not receive credit for meeting the listed criteria.

Name of Individual:
Percentage of time allocated to effort (e.g. of estimated hours for applicable category):
Percentage of time allocated as a Key Person on another contract:
Security Clearance:
Current work location:

Relevant General and Specialized Experience
Mr. Heston has over thirty years of direct experience in managing programs and personnel for financial systems. Overall experience in management of these programs includes supporting budgeting and forecasting of allocated funds for labor and material usage, as well as analysis and reconciliation of problem disbursements. He has been responsible for preparing month end problem disbursement reports and pre-validation of contracts in an effort to prevent future discrepancies and has been instrumental in reconciling over $10 million in problem disbursements.

ABC Corporation, **Feb 99–Present; Functional Applications Analyst (SOW #.#)**
Responsible for the financial maintenance of ABC Corporation's Electromagnetic Environment Program and Configuration/Horizontal Management tasks
Budgeting and forecasting allocated funds for labor and material usage
Preparation of bids on ????
Preparation of monthly and quarterly financial reports for individual tasks
Assist in preparation of presentation materials

DEF Company (Formerly GHI Corporation); **Sept 97–Feb 99; Financial Analyst II (SOW 1.2.1, 1.2.2, 1.2.3)**
Reconciliation of over $10 million in problem disbursements
Responsible for analysis and reconciliation of problem disbursements.
Preparation of month end problem disbursement reports
Contract pre-validation
Extensive interface with SPAWAR personnel while conducting research on GHI Corporation's problem disbursements.

I hereby state that the information in this resume is true, accurate and correct and consent is given for Disclosure of this resume for proposal evaluation purposes. I will be available to perform as _____ for any resultant contract.

Signature of Person identified on Resume/Date
Signature of person authorized to sign on behalf of the firm submitting the resume/Date

ATTACHMENT 2 – REFERENCE INFORMATION SHEET

1. Complete Name of Reference (Government agency, commercial firm, or other organization)	
2. Complete Address of Reference	
3. Contract Number or other control number	4. Date of contract
5. Date work was begun	6. Date work was completed
7. Contract type, initial contract price, estimated cost and fee, or target cost and profit or fee	8. Final amount invoiced or amount invoiced to date
9a. Reference/Technical point of contact (name, title, address, telephone no. and email address)	9b. Reference/Contracting point of contact (name, title, address, telephone no. and email address)
10. Location of work (country, state or province, county, city)	
11. Current status of contract (choose one): [ ] Work continuing, on schedule [ ] Work continuing, behind schedule [ ] Work completed, no further action pending or underway [ ] Work completed, routine administrative action pending or underway [ ] Work completed, claims negotiations pending or underway [ ] Work completed, litigation pending or underway	[ ] Terminated for Convenience [ ] Terminated for Default [ ] Other (explain)
12. Provide brief information describing the success of your firm in furthering the policy of the United States to maximize practicable opportunities for small business concerns, HUBzone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women to participate in this contract.	
13. When contracting with firms described in part 12 above, describe what, if any, procedures your firm established to ensure timely payment of amounts due.	
14a. Did this contract require a Small Business Subcontracting Plan pursuant to FAR 52.219-9? Yes ___ , No ___. 14b. If "Yes" to 14a, have you regularly submitted SF 294/295 reports on time? Yes ___ , No ___. 14c. Attach a copy of your most recently submitted SF 294.	
15**. Provide a summary description of contract work, not to exceed two pages in length. Describe the nature and scope of work, its relevancy to this contract, and a description of any problems encountered and your corrective actions. Attach the explanation to this form.**	

ATTACHMENT 3 – PAST PERFORMANCE QUESTIONAIRE

Competition Sensitive
For Official Use Only

[DATE]
Page 1 of 4

Space and Naval Warfare Systems Command

Mr. Thomas Kruza, 02-21T
SPAWAR CONTRACTS, 4301 PACIFIC HIGHWAY
SAN DIEGO, CA 92110-3127

FAX

TO: **AGENCY:**

PHONE: **EMAIL:**_____

INFORMATION REQUEST
PAST PERFORMANCE

This office is currently in the process of awarding a competitive service contract. [CONTRACTOR NAME] has provided your name and organization as a reference regarding [CONTRACTOR'S NAME] record of past performance under Contract No. [CONTRACT NO.]. Specifically, we are looking for past performance information regarding the following areas:
a.) Quality of Product or Service - Conformance t o contract requirements, specifications and standards of good workmanship, accuracy of reports, appropriateness of personnel, and technical excellence;
b.) Cost Control - Within budget, current accurate and complete billings, actual cost/rates reflect closely to negotiated cost/rates, cost efficiency measures, adequate budgetary internal controls;
c.) Schedule - Timeliness of performance, met interim milestones, reliable, responsive to technical and contractual direction, completed on time, including wrap-up and contract administration, no liquidated damages assessed;
d.) Business Relationships - Effective management, businesslike correspondence, responsive to contract requirements, prompt notification of problems, reasonable/cooperative behavior, flexible, proactive, effective Contractor recommended solutions, timely award and management of subcontracts, effective small/small disadvantaged business subcontracting program;
e.) Customer Satisfaction - Satisfaction of end users with the Contractor's service;
f.) Key Personnel - How long key personnel stayed on the contract, how well they managed their portion of the contract, the quality and relevancy of the products/services generated by key personnel.

In order for our team to compile its evaluation, we request that you complete the attached survey form and email it, and any other pertinent information, within ten (10) working days to joel.judy@navy.mil. Any relevant information you have would be vital in our assessment of the aforementioned Contractor.

Thank you very much.
Mr. Joel Judy, 02-21M
Contracting Specialist

CONTRACTOR PERFORMANCE EVALUATION SURVEY

CONTRACTOR NAME:
EVALUATION PERIOD:
GOVERNMENT TECHNICAL REPRESENTATIVE:

CONTRACT NUMBER:
DELIVERY ORDER NO.:

Name (print) Code Phone

Please read the statements below, indicating your relative level of agreement in the box provided:

	EXCELLENT	GOOD	SATISFACTORY	MARGINAL	UN-SATISFACTORY
a.) **QUALITY OF PRODUCT OR SERVICE:**					
(1) The Contractor provided a product or service that conformed to contract requirements, specifications, and standards of good workmanship					
(2) The Contractor submitted accurate reports.					
(3) The Contractor utilized personnel that were appropriate to the effort performed.					
b.) **COST CONTROL:**					
(1) The Contractor performed the effort within the estimated cost/price.					
(2) The Contractor submitted accurate invoices on a timely basis.					
(3) The Contractor demonstrated cost efficiencies in performing the required effort.					
(4) The actual costs/rates realized closely reflected the negotiated costs/rates.					
c.) **SCHEDULE:**					
(1) The tasks required under this effort were performed in a timely manner and in accordance with the period of performance of the contract.					
(2) The Contractor was responsive to technical and/or contractual direction.					

NOTE: For statements indicating "Excellent" or "Unsatisfactory," please provide a brief explanation on the attached page.

CONTRACTOR PERFORMANCE EVALUATION SURVEY CONTINUED

CONTRACTOR NAME: CONTRACT NUMBER:

	EXCELLENT	GOOD	SATISFACTORY	MARGINAL	UNSATIS-FACTORY
d.) **BUSINESS RELATIONSHIPS:**					
(1) The Contractor demonstrated effective management over the effort performed.					
(2) The Contractor maintained an open line of communication so that the COR and/or Technical Point of Contact were apprised of technical, cost, and schedule issues.					
(3) The Contractor presented information and correspondence in a clear, concise, and businesslike manner.					
(4) The Contractor promptly notified the Contracting Officer's Representative, Technical Point of Contact, and/or Contracting Officer in a timely manner regarding urgent issues.					
(5) The Contractor cooperated with the Government in providing flexible, proactive, and effective recommended solutions to critical program issues.					
(6) The Contractor made timely award to, and demonstrated effective management of, its subcontractors.					
(7) The Contractor demonstrated an effective small/small disadvantaged business subcontracting program.					
e.) **CUSTOMER SATISFACTION:**					
(1) The products/services provided adequately met the needs of the program.					
(2) The Contractor was able to perform with minimal or no direction from the COR or the Technical Point of Contact.					
(3) I am satisfied with the performance of the Contractor under this effort.					
f.) **KEY PERSONNEL:**					
(1) The labor turnover in key personnel labor categories was minimal and did not adversely affect Contractor performance.					
(2) The Contractor did not frequently propose personnel to fulfill the requirements of the contract that were clearly unqualified.					

NOTE: For statements indicating "Excellent" or "Unsatisfactory, " please provide a brief explanation on the attached page.

CONTRACTOR PERFORMANCE EVALUATION SURVEY CONTINUED

CONTRACTOR NAME: CONTRACT NUMBER:

NARRATIVE EXPLANATION:

ATTACHMENT 4
RDT&E TASK DIRECTION LETTERS

Solicitation Number: N00039-03-R-0015

TASK ORDER Number: TBD

TASK ORDER Title: FY04 RDT&E

Contractor: TBD

Period of Performance:
Start: 01 August 2004
End: 30 September 2004

CLIN/SLIN: 0001AA Cost/Fee/FCCM
0002AA, Travel
0003AA, Material
0004AA, Other Direct Cost (ODC)
0005 CDRL

ACRN:
Citation:
SOO Paragraph:

	Funding		
	From		**From**
TASK ORDER Total	**$TBD**	**TASK ORDER Total**	**$TBD**

*non-fee bearing

Indicate whether this task will be incrementally funded: _X_ No

Labor Category Matrix (Summary Hours)

	Oct – Mar	**Apr – Sep**	**Total**
Hours			

Task Title: CDS Acquisition Support

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

1.0 Task Assignment. Provides Acquisition Management support services required to assist in the preparation and maintenance of: (1) acquisition strategies, (2) acquisition plans, (3) program reviews, and other acquisition related documentation.

1.1 Description. The contractor shall perform Acquisition Management support services as identified in the following paragraphs.

a. Assist in planning and execution of acquisition related contracts and documents to include new procurement, Request for Proposal (RFP), and contract awards.

b. Manage documentation supporting program requirements.

c. Management of requirements, resources, and scheduling to ensure program integration, interoperability, testing, implementation, and support are achieved.

d. Perform long range planning for requirements including assessment of industrial base capabilities and development of alternative acquisition strategies.

e. Assist in coordination of Program Objective Memorandum (POM) and Program Review funding needs for CDS initiative.

f. Create/update of master program schedule and programmatic planning.

g. Prepare and update accessible program data on electronic media to include web sites, intranets, servers, and other media; ensure DoD security guidance compliance.

h. Develop inputs to Acquisition documents, including Acquisition Strategies, Acquisition Program Baseline, and Project Definition Documents.

i. Prepare overall acquisition status presentations and reports showing progress of PMW 161 acquisition activities against plans.

j. Develop acquisition POA&Ms and schedules for PMW 161 assigned programs and projects that can be provided to various audiences including the PEO and the Acquisition Reform Office (ARO) to gain early agreement on PMW 161 strategies and approaches.

1.2 Task Deliverables. Prepare and submit the following deliverables.

Deliverables	Date
RFP and Contract Data	30 Days After Request
Requirements Documentation	As needed
Requirements, Resources and planning Documentation	As needed
Meeting Minutes/Trip Reports	14 Days After Request
Long Range Planning	As needed
POM and Program Review Documents	30 Days After Request
Update web sites, intranet, and other media	30 Days After Request
Acquisition Documents	As needed

Task Title: Cross Domain Solution PM Support

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

2.0 Task Assignment. Provides engineering and programmatic support to the CDS PM.

2.1 Description. The contractor shall perform specific tasks as identified in the following paragraphs.

a. Participate and provide program production support for CDS working groups, meetings, and conferences. This will include development of CDS presentations, briefings materials, trip reports, and action items.

b. Provide programmatic support for the development of CDS strategy plans and related materials for input to the CNO CDS Roadmap and related PMW 161 Mission Capability Team documents.

c. Evaluate CDS prototype capabilities (e.g., MLTC, NETTOP, Biometrics, Single Sign On, public key cryptography, and biometrics) and provide recommendations on which systems can best satisfy user needs.

d. Provide engineering support for the development of CDS Information Assurance capabilities. Review security engineering design of CDS prototypes (e.g., workstations, servers and associated components) being considered for integration in Naval or joint systems including classified and unclassified networks.

2.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
CDS Meeting Minutes and Trip Reports	**14 Days After Request**
CDS Strategy Documents (e.g., CAPER, FBE-L, and Pilot Demonstrations)	**30 Days After Request**
CDS Product Capability Reports	30 Days After Request
CDS Product Engineering Data (e.g., Diagrams, Drawing, and Relate Materials)	**14 Days After Request**

Task Title: CDS Block 1 Install Support

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

3.0 Task Assignment. This task provides engineering and programmatic support to assist in the installation of Cross Domain Solutions (CDS) systems on Navy Networks.

3.1 Description. The contractor shall perform specific tasks as identified in the following paragraphs.

a. Perform technical review of CDS systems documentation to include security features of items being considered by PMW 161 for use in C4I Afloat Networks and other networks.

b. Review System Security Authorization Agreement (SSAA)'s, Interim Approval to Operate (IATO) and Cross Domain Solutions Appendix.

c. Provide technical representation for CDS Security and functionality testing working groups, meetings, and conferences (e.g. Cross Domain Solutions Working Group (CDSWG), PEOC4I and Space Integrated Product Team (IPT)).

d. Support CDS Program Manger (PM) activities associated with CDS emerging technologies and security initiatives to include, Trusted Web Server and other CDS components in the System Engineering Management Plan (SEMP).

e. Provide guidance and direction on how CDS products can best be incorporated in the applicable system architecture.

f. Support CDS Program Manger (PM) activities associated with CDS emerging technologies and security initiatives to include, Trusted Web Server and other CDS components in the System Engineering Management Plan (SEMP). Provide guidance and direction on how CDS products can best be incorporated in the applicable system architecture.

3.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Engineering Reports	30 Days after event.
Navy CDS Security Requirements or Security Guidelines	As applicable
Security Technical and Programmatic Reports	30 days after assignment
Trip Reports/Meeting Minutes	14 Days after event.
Technical Reports / Security Assessments and Navy position papers/briefings	As applicable

Task Title: Public Key Enabling Engineering Support

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

4.0 Task Assignment. This task provides security-engineering support to PMW 161 and Programs of Record (PORs) for Public Key Enabling (PKE) of Navy applications. This effort supports compliance with the DoD milestones to Public Key enable applications across the department.

4.1 Description. The following specific work efforts shall be performed:

a. Perform validation of the Navy Common Strategy for PKI Enabling of Applications and Private Web Servers.

b. Prepare presentations, engineering reports, and white papers in support of Navy Enterprise PKI Enabling of Applications and Private Web Servers. Provide PKE engineering assistance to Program of Record application owners as requested.

c. Participate as a subject matter expert for Navy in DoD level PKI conferences (i.e., DoD PKE Technical Forum and DoD PKI Users' Conference).

d. Provide Public Key Enabling engineering assistance to Programs of Record application owners as requested.

4.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Navy Common Strategy for PKI Enabling of Applications and Private Web Servers Validation Report	January 2004
White Papers, Technical Presentations, Engineering Reports	As Required
Trip Reports	Within 15 days following conference

Task Title: Crypto Modernization Program Office Support

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

5.0 Task Assignment. This task provides technical, acquisition, COMSEC Security, and programmatic support to the Navy Crypto Modernization Program Office (CMPO) in PMW 161. The contractor will assist the CMPO lead in the development and implementation of a Crypto Modernization Strategy to comply with the DoD mandated Crypto Modernization Initiative, identify acquisition strategies and develop planning documents to acquire technology solutions, coordinate the routine activities of the Navy CMPO, and provide as needed NSA Security Advocate services for Navy projects. The contractor will also support the PMW 161 Crypto MCT.

5.1 Description. The contractor shall perform the specific crypto technical tasks identified in the following paragraphs.

a. Develop, coordinate, and maintain, through periodic updates, the Navy input to the DoD Crypto Modernization Equipment Implementation Plan. This includes documentation of acquisition strategies, definition of roles and responsibilities, estimation of funding, schedule development, identification of issues, and action item tracking.

b. Assist in development of and maintain updates to the Navy CMPO Charter, Strategy, and Implementation Plans. This includes documentation of acquisition strategies, definition of roles and responsibilities, estimation of funding, schedule development, identification of issues, and action item tracking.

c. Coordinate and support CMPO participation the quarterly Joint Service Crypto Modernization Working Group (JSCMWG), to include briefing material, action item preparation, and meeting materials.

d. Develop white papers on technical and programmatic issues and perform product reviews and engineering evaluations on crypto products and technologies with applicability to DON crypto modernization requirements.

e. Develop program planning documents such as Plan of Action and Milestones (POA&M), spend plan analysis, program briefs, and white papers related to the execution of CMPO responsibilities.

f. Plan and support CMPO liaison activities to include annual CMI Conferences. Maintain the PMW 161 Crypto Modernization Virtual Program Office site.

g. Participate in, and/or host planning meetings with NSA and Service representatives to establish common cryptographic modernization approaches for those systems outlined in the DOD Crypto Modernization Roadmap. Review and provide inputs on roadmap plans.

h. Assist the Crypto Mission Capability Team (MCT) to include briefings, waterfall charts, as well as other associated deliverables.

i. Support the CMPO weekly coordination meetings, including preparation of agenda, action items, minutes, and other materials as required.

j. Support the Crypto Modernization acquisition programs by providing acquisition expertise in planning, preparing and contracting crypto devices.

k. Coordinate with NSA to facilitate COMSEC certification activities, which may include analysis and coordination of the following documents for assigned programs: Tailored Unified INFOSEC Criteria (TUIC), Telecommunications Security Requirements Document (TSRD), and Contract Data Requirements List (CDRL).

l. Support the development and maintenance of project tracking and analysis documentation including integrated schedules, risk management data, and metrics data.

5.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
CMI Documentation (e.g., EIP, Charter, Implementation Plan)	30 Days After Request
White/Issue Papers	14 Days After Request
Program Planning Documentation/Briefings	14 Days After Request
Conference Materials (e.g., briefings and CDs)	14 Days After Request
Crypto MCT Materials	14 Days After Request
Meeting Minutes/Trip Reports	14 Days After Request
CMPO Meeting Materials (Agendas, Minutes, Action Items)	3 Days After Request
White/Issue Papers	14 Days After Request
Risk Management/Metrics Materials	14 Days After Request
COMSEC Security Document review and comments	14 Days After Request
JSCMWG Materials	14 Days After Request

Task Title: KO-9/MCS Engineering Support

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

6.0 Task Assignment. This task is to assist the APM with technical, acquisition, and programmatic support for the MCS/KO-9 effort.

6.1 Description. The contractor shall provide technical and acquisition support services related to the KO-9/MCS development and procurement as identified in the following paragraphs.

a. Contribute to development of program planning documents such as Plan of Action and Milestones (POA&M), Program Management Plan (PMP), Acquisition Plan (AP), ORD, Contracting Strategy, Acquisition Strategy Report (ASR), and Acquisition Program Baseline (APB) and Procurement Request (PR) package related to the design, development, and integration of KO-9 and MCS.

b. Provide support for and attend required meetings and conferences, to include KO-9 Team meetings, KO-9 IPT meetings, KO-9/DMR Program Reviews, and Navy Crypto Modernization Program Office meetings.

c. Identify and assess action items and issues and provide point/issue papers with recommended solutions. Conduct technical reviews and provide comments and recommendations pertaining to the design, development, security certification, and integration of KO-9 and MCS.

d. Support the development and maintenance of project tracking and analysis documentation including integrated schedules, risk management data, management briefings, and metrics data.

e. Provide inputs to the acquisition strategy and acquisition plan for the KO-9/MCS procurement, including a Plan of Actions and Milestones (POA&M) to ensure all activities are taking place as required.

f. Participate in and support KO-9/MCS working groups, design review meetings, and program reviews. This will include providing acquisition presentations, meeting materials, minutes, and trip reports.

g. Support the program management of the K-09 development by participating in management and technical reviews, tracking action items, and supporting APM in the development and execution of the overall program strategy. Provide support for and attend required meetings and conferences, to include KO-9 Team meetings, KO-9 IPT meetings, and KO-9/DMR Program Reviews.

h. Develop white papers on technical issues and perform product reviews and engineering evaluations, including technical analysis of vendor deliverables.

i. Support the development and maintenance of project tracking and analysis documentation including integrated schedules, risk management data, management briefings, and metrics data.

6.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
KO-9/MCS Acquisition Documentation (e.g. Acq. Plan/Strategy, SOO, EIP)	30 Days After Request
Conference Materials (e.g., Briefings and CDs)	14 Days After Request
Meeting Minutes/Trip Reports	14 Days After Request
White/Issue Papers	14 Days After Request
Risk Management/Metrics Materials	14 Days After Request

Task Title: IA Requirement

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

8.0 Task Assignment. Develop IA Operational Requirements Documents for review, evaluation, and determination of broader Joint applicability based on architecture evaluations and security capabilities needed.

8.1 Description. The contractor shall perform specific tasks as identified in the following paragraphs.

a. Assist the CE with Mission Capability Team (MCT) support including but not limited to briefings, waterfall charts, meeting planning/execution, as well as Integration Team and Executive Steering Group tools and all other associated deliverables.

b. Assist the CE in strategic planning and resource allocation for the rollout of new security technologies. This will include review of RDT&E strategies, process reviews, investment planning, liaison with applicable MCTs, and liaison with cognizant SYSCOMs.

c. Assist the CE with academic, research, and supporting organizations to define a working set of IA metrics applicable to the DON enterprise. The goal is to identify a Quality of Information Assurance (QoIA) value that is quantitative in nature, measurable, and optimized.

d. Participate in security-related meetings and conferences designed to further efforts associated with IA strategic goals. Efforts include preparing technical and instructional presentations, meeting minutes, trip reports, and activity reports.

e. Provide support (e.g., host, agendas, facilities) to the PMW 161-1 Meetings. Record and track assigned tasks, discussions, decisions, and actions as directed.

f. Research new information assurance products as directed.

8.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Engineering Study Reports	30 Days After Request
Training Products And Curricula	30 Days After Request
MCT Briefing and Waterfall Charts	14 Days After Request
IA Strategy/Investment Plans	30 Days After Request
Meeting Minutes and Trip Reports	14 Days After Event
Activity Reports	Weekly

Task Title: POR Systems Security Engineering

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

9.0 Task Assignment. This task provides security architecture and security engineering in support of IA initiatives. Perform detailed analysis, engineering, Fleet security engineering, and design and specification development. This task also provides the assignment of product liaison POCs to assist the Crypto Modernization Development Program division and each APM in the current R&D and scope of academic, commercial and industry trends.

9.1 Description. The contractor shall perform specific tasks as identified in the following paragraphs.

a. Provide security architecture and security engineering in support of IA initiatives.

b. Establish a software logistics baseline that accounts for all PMW 161 Products/Cryptographic equipment on board ship platforms.

c. Review databases, publications, documentation to identify PMW 161 products and current and/or new versions of cryptographic equipment on board all ship classes.

d. Provide equipment description, technical specifications, ship platform, and identify security benefits/enhancements of existing and new versions.

e. Provide verification and validation of data.

f. Provide a Crypto Modernization R&D/PMW 161 products analysis that will assist the CM Program office in ensuring their product lines are both supported effectively and transitioned/integrated into other architectures.

g. Perform focused research efforts and gather information on emerging crypto products and trends within universities, commercial industry, federal government and Military services. Develop white papers, discussion papers, briefings on technical issues, and trends.

h. Attend weekly staff meetings and provide status presentations of findings. Initiate discussions with crypto leads/POCs and provide documentation and associated materials.

i. Maintain project briefing schedule and develop analysis documentation repository.

j. Formalize findings into recommendations that would lead for potential incorporation into PMW161 product line.

k. Assist the CE with Mission Capability Team (MCT) support including but not limited to briefings, waterfall charts, as well as Integration Team and Executive Steering Group tools and all other associated deliverables.

l. Assist the CE in strategic planning and resource allocation for the rollout of new security technologies. This will include review of RDT&E strategies, process reviews, investment planning, liaison with applicable MCTs, and liaison with cognizant SYSCOMs.

m. Assist the CE with academic, research, and supporting organizations to define a working set of IA metrics applicable to the DON enterprise. The goal is to identify a Quality of Information Assurance (QoIA) value that is quantitative in nature, measurable, and optimized.

n. Participate in security-related meetings and conferences designed to further efforts associated with IA strategic goals. Efforts include preparing technical and instructional presentations, meeting minutes, trip reports, and activity reports.

9.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Engineering Study Reports	30 Days After Request
Crypto Mod/PMW161 Equipment Baseline Document	14 Days After Request
Crypto R&D/PMW 161 Product Analysis Documentation and Presentations	30 Days After Request
MCT Briefing and Waterfall Charts	14 Days After Request
IA Strategy/Investment Plans	30 Days After Request
IA Metrics Documentation	14 Days After Request
Meeting Minutes, Trip and Activity Reports	14 Days After Request

Task Title: Product Evaluation

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

10.0 Task Assignment. This task provides approval and integration for Naval networks (PPL/SSIL/QPL). This task provides IA security engineering support for the Security Acceptance testing of PPL/SSIL/QPL items in conjunction with PMW 165's Integrated Shipboard Network System (ISNS) interoperability testing program.

10.1 Description. The contractor shall provide IA security engineering support to the PPL Process through tasks as identified in the following paragraphs.

a. Provide Security acceptance testing and engineering support to PMW 165's process for PPL/SSIL/QPL items to be integrated in fleet networks. Attach Security Evaluations and Reports to NCR's in CMPRO.

b. Develop test plans and procedures for evaluation of selected products (e.g., laboratory and operating environments) in coordination with IA/IO community stakeholders.

c. Gather Security Acceptance Criteria (e.g., Mobile Code, Firewall and Privacy Act policies), participate in ITF/ATF lab PPL/SSIL/QPL acceptance testing, monitor acceptance testing results, and provide technical inputs concerning the integration of PPL products (e.g., Public Key Infrastructure (PKI), firewall, Delta and Smart Card/CAC) in Navy networks.

d. Support research and evaluation of IA/IO system components in accordance with established risk assessment and vulnerability test plans and procedures. Prepare test reports and associated data based on analysis of test results and provide recommendations as to their application and suitability for satisfying Naval requirements.

e. Create presentation materials relating to Naval Change Request (NCR) process changes. Prepare metrics detailing task progress.

f. Support CE activities associated with emerging technologies and security initiatives to include, but not limited to, Task Force WEB, the Convergence Working Group (NMCI/BLII OCONUS/IT-21), TELEPORT security. Provide guidance and direction on how security products can best be incorporated in the applicable system architecture.

g. Evaluate security associated with various product options related to secure coalition data transfer methodologies, risks, and vulnerabilities, and provide mitigation recommendations.

h. Provide engineering and technical representation at various SPAWAR command meetings on the PPL/SSIL/QPL Process.

i. Assist with the development of security guidance for emerging applications and operating systems (e.g., Windows 2000, PALM, Windows CE, Solaris, etc.).

j. Participate in Fleet Battle Experiment (FBE) IA Related activities. Conduct planning and security assessments for emerging IA capabilities.

10.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Security Evaluations and Reports	45 Days After Request
Test Plans and Procedures	30 Days After Request
Test Reports	45 Days After Test
Risk Assessment and Vulnerability Reports	45 Days After Request
PPL Presentation Materials	14 Days After Request
Emerging Technology Assessment/Recommendations	30 Days After Request
Engineering Reports and Studies	14 Days After Request
Meeting Minutes and Trip Reports	14 Days After Event
Provide security guidance on emerging IA technologies	45 Days After Request
Provide Security Evaluations for FBE experiments.	45 Days After Request

Task Title: Computer Network Defense in Depth Strategy

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

11.0 Task Assignment.

This task provides technical support for development and assessment of CNDiD Strategies. Support coordination with NETWARCOM for establishment of IA requirements within the scope of CNDiD. Develop plans for technical evaluation and design of IA services and components within CNDiD programs.

11.1 Description. The contractor shall provide technical support for CNDiD through tasks as identified in the following paragraphs.

a. Provide security architecture and subject matter engineering support of IA initiatives.

b. Assist the CE with Mission Capability Team (MCT) support including but not limited to briefings, waterfall charts, as well as all other associated deliverables.

c. Perform product reviews and provide engineering architecture guidance on CNDiD products and technologies with applicability to Fleet requirements.

d. Provide technical support for development and risk assessment of CNDiD strategies

e. Coordinate establishment/evolution of IA requirements with NETWARCOM

f. Develop Plans for technical evaluation and design of emerging IA services and components.

g. Participate in technical meetings, trade shows, industry forums and conferences to gather technical information on emerging products and technologies that may be used to ensure that the CNDiD road map accurately reflects the technical capabilities required by the fleet.

11.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Engineering Study Reports	30 Days After Request
MCT Briefing and Waterfall Charts	30 Days After Request
CNDiD Architecture and Product Guidance (e.g., Teleport, PDA, and Wireless)	30 Days After Request
Risk Assessment and Vulnerability Reports	30 Days After Request
CNDiD IA Requirements Report	30 Days After Request
Technical Evaluation and Design Plans	30 Days After Request
Presentation Materials	14 Days After Request
Meeting Minutes and Trip Reports	14 Days After Event

Task Title: Automated Network Defense

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

12.0 Task Assignment. This task provides Information Operations/Information Assurance security engineering support to PMW 161 and respective SPAWAR and Navy program offices responsible for applicable systems.

12.1 Description. The following specific Information Operations/Information Assurance work efforts shall be performed:

a. Perform security engineering analysis and communication engineering for Naval and DoD Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) programs.

b. Perform security design and communications engineering for Naval and Joint Intelligence systems, including coordination with the Commander, Naval Security Group (CNSG), Commander, Naval Network Warfare Command (COMNAVNETWARCOM), and Commander, Naval Network Operations Command (CNNOC). This will include conducting modeling and simulation as required to prepare quantitative assessments.

c. Support Chief Engineer activities associated with emerging technologies and security initiatives to include, but not limited to biometrics, wireless security tools, White Cell (acting as project lead), IPV6 evaluation and impact assessment. Provide guidance and direction on how security products can best be incorporated in fleet user systems.

d. Participate in security-related meetings and conferences designed to further emerging technology (e.g., white cell, IPV6) efforts associated with Information Operations/Information Assurance strategic goals. Efforts include preparation of technical and instructional presentations, white papers, meeting minutes and trip reports as required.

12.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Program Policy Review Comments	30 Days After Receipt
Policy Assessments and Comments	30 Days After Request
Issue Resolution Recommendation Materials	5 Days After Issue Notification
Presentation Materials	14 Days After Request
Meeting Minutes/Trip Reports	14 Days After Event (electronically)

Task Title: Secure Mobile Computing Architecture

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

13.0 Task Assignment. This task will provide IA guidance, assessments, and engineering support for the development of secure wireless network and mobile device implementations. Effort will increase and improve the security readiness of Naval wireless networks and mobile computing devices (PDAs, etc.). Efforts will include a technical strategy, which can support a WLAN extension to all mobile devices including laptops, PDAs, and IP phones.

13.1 Description. The contractor shall perform specific tasks as identified in the following paragraphs.

a. Assist with various security engineering planning activities to ensure comprehensive boundary level protection policies and Defense in Depth practices are in place to support enterprise efforts (e.g., firewall, VPN, and Wireless).

b. Assist in the evaluation of IA policies that impact ship (IT21) and shore (NMCI and BLII OCONUS) operating environments (e.g., wireless/PDA, Web Services, Operating Systems, VPN, Firewall, IAVA, crypto, IPV6 migration, etc.), develop impact statements, assist with metrics to evaluate IA policies and products, and recommended solutions.

c. Provide quick reaction responses to resolve security issues with fielded systems or systems being implemented (e.g., ISNS, CENTRIX, TFWeb, GCCS-M, NTCSS, METOC, NAVSSI, etc.). Develop enclave security products lists and materials for Naval Integrated Information Networks.

d. Participate in and provide security engineering support to Navy/Marine Corp, and DoD network enclave working groups and technical interchange meetings. This will include development of presentations, briefings, agendas, materials, trip reports and action items.

13.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Program IA Policy Review Comments	30 Days After Receipt
IA Policy Assessments and Comments (e.g., PDA, Web Server, and VPN)	30 Days After Request
Issue Resolution Recommendation Materials	5 Days After Issue Notification
Presentation Materials	14 Days After Request
Meeting Minutes/Trip Reports	14 Days After Event (electronically)

Task Title: FORCEnet and Transformational Communication

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

14.0 Task Assignment. This task provides technical support for development and integration of IA components within FORCEnet (Fn) and Transformational Communications (TC).

14.1 Description. The contractor shall perform specific tasks as identified in the following paragraphs.

a. Support research and evaluation of IA/IO system components of FORCEnet (Fn) and Transformational Communications (TC).

b. Provide IA / Security Engineering support to Fn Integrated Product Development (IPD) execution and assessment. Align Fn ideology with Transformation Communications Architecture (TCA), Global Information Grid – Enterprise Services (GIG-ES), and other appropriate Joint programs / initiatives.

c. Support Chief Engineer activities associated with emerging technologies and security initiatives to include, but not limited to, Fn, TC, GIG, Teleport, etc. Provide guidance and direction on how security products can best be incorporated in the applicable systems architecture.

d. Evaluate security associated with various products / architectures / applications related to secure allied and coalition data transfer in adaptive composeable and interoperable networks.

e. Participate in and provide program support by attending meetings with vendors, system program offices, SPAWAR/Navy/Joint working groups and the National Security Agency. Review and assess product / architecture recommendations for satisfying strategic IA/IO goals and objectives. This includes preparing technical presentations, meeting minutes, trip reports, and associated action items.

f. Assist with the creation of a Fn Distributed Services (DS) Security AoA to include all ISO layers and Navy / Joint / Academic / Commercial DS efforts and other AoA efforts as assigned.

14.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Security Evaluations and Reports	45 Days After Request
FORCEnet IPD Support	As Needed
Emerging Technology Assessment/Recommendations	45 Days After Request
Engineering Reports and Studies	30 Days After Request
Meeting Minutes, Trip Reports or Presentation Materials	30 Days After Event or Request
Distributed Services / Other AoA's	As Needed

Task Title: Cross Domain Solution Block 1 Coordination

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

15.0 Task Assignment. The objective of this effort is to provide support of CDS Block 1 Certification and Accreditation process.

15.1 Description. The contractor shall perform specific tasks as identified in the following paragraphs.

a. Provide C&A planning and coordination with the Certification Authority (CA), Designated Approving Authority (DAA), Secret and Below Interoperability (SABI) personnel, and Ship's Force as required in order to obtain an IATO for the Multi-Level Thin Client and CENTRIXS II systems.

b. Support the Navy Cross Domain Solutions Office for the Multi-Level Thin Client system as required, including assisting development of the Cross Domain Solutions Appendix for the SSAA.

c. Development of management and technical reports as required to support the C&A effort.

d. Work with PMW 165 and PEOC4I and Space to align security, interoperability and functionality testing for CENTRIXS II and MLTC systems in the certified SABI DISA Testing Facility and the PMW 165 Integrated Test Facility (ITF) and aboard the USS MT WHITNEY.

e. Perform technical and financial research review for a PMW 161 sponsored SABI Certification Lab.

15.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Technical reports, trip reports, and meeting minutes in accordance with paragraph 1.a and 1.f	As required
Security Technical and Programmatic Reports	As applicable
Management and Technical reports	30 days after assignment
Security, Interoperability and Functionality	As applicable
Technical Review Documents	As applicable

Task Title: Tech Design Agent Support

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

16.0 Task Assignment. This task provides technical guidance to PMW 161 ISSP to ensure compliance and compatibility with end state architectures. Provide standardized security design and installation baselines to ensure enhanced configuration management. This task will also establish a PMW 161 accepted roadmap for each product division.

16.1 Description. The contractor shall perform specific tasks as identified in the following paragraphs.

a. Identify the differences or gaps among like platforms for afloat and ashore networks and determine the standard baseline architecture for each.

b. Develop a plan of action to bring all platforms into compliance and a schedule in which to transition to the standard baseline architecture

c. Integrate end-to-end top level IA, IO-D, and INFOSEC architecture for all Navy telecommunications and network systems

d. Provide engineering and technical support to the IA, INFOSEC, and IO-D technical agent to various external activities and organizations.

e. Function as Technical Design Engineer for GENSER Navy platforms, systems, and networks

f. Lead the development and implementation of a product roadmap for each PMW 161 product division to assure compatibility and compliance with the Joint Technical Architecture (JTA), FORCEnet, CNDiD, Transformational Communications, and the Global Information Grid – Enterprise Services (GIG-ES)

g. Participate in and provide security engineering support to Navy/Marine Corp, and DoD network enclave working groups and technical interchange meetings. This will include development of presentations, briefings, agendas, materials, trip reports and action items.

16.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Determine Baseline Architecture	30 Days After Request
Produce POA for baseline compliance	30 Days After Request
Technical Design Reports	14 Days After Request
Joint/Coalition IA engineering reports and analysis	30 Days After Request
Architecture and Product Roadmap	30 Days After Request
Technical Evaluation and Design Plans	14 Days After Request
Presentation Materials	14 Days After Request
Meeting Minutes/Trip Reports	14 Days After Request

Task Title: IASM Acquisition and Engineering Support

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

17.0 Task Assignment. This task provides technical, acquisition, systems engineering, and programmatic support to the Computer Network Defense (CND) program in PMW 161. The contractor will assist in the development and implementation of systems engineering management practices for the acquisition of the Intelligent Agent Security Module.

17.1 Description. The contractor shall perform the specific technical tasks identified in the following paragraphs.

a. Assist in development of and maintain updates to the Navy IASM Acquisition, Strategy, and Implementation Plans. This includes documentation of acquisition strategies, definition of roles and responsibilities, estimation of funding, schedule development, identification of issues, and action item tracking.

b. Develop white papers on technical and programmatic issues and perform engineering evaluations on Computer Network Defense products and technologies with applicability to the IASM acquisition.

c. Develop program planning documents such as Plan of Action and Milestones (POA&M), spend plan analysis, program briefs, and white papers related to the execution of IASM systems engineering and acquisition responsibilities.

d. Provide technical representation at IASM planning meetings, design and technical reviews. Provide status, analysis and provide inputs on program plans.

e. Manage the IASM weekly coordination meetings, including preparation of agenda, action items, minutes, and other materials as required.

g. Support the IASM acquisition program by providing systems engineering and software engineering expertise in planning, preparing and implementing engineering processes.

h. Support the development and maintenance of project tracking and analysis documentation including integrated schedules, risk management data, and metrics data.

17.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Program Planning Documentation/Briefings	14 Days After Request
White/Issue Papers	14 Days After Request
Meeting Minutes/Trip Reports	14 Days After Request
IASM Meeting Materials (Agendas, Minutes, Action Items)	3 Days After Request

ATTACHMENT 5
OPN TASK DIRECTION LETTERS

Solicitation Number: N00039-03-R-0015

Task Order Number: TBD
Task Order Title: FY04 OPN

Contractor: TBD

Period of Performance:
Start: 01 August 2004
End: 30 September 2004

CLIN/SLIN: 0001AB/02, Cost/Fee/FCCM
0002AB, Travel
0003AB, Material
0004AB, Other Direct Cost
0005, CDRL
ACRN:
Citation:
SOO Paragraph:

	6 Months			**1 Year**		
	From					
TASK ORDER Total	**$TBD**					

*non-fee bearing

Indicate whether this task will be incrementally funded: X No

Labor Category Matrix (Summary Hours)

	Oct – Mar	**Apr – Sep**	**Total**
Hours			

Task Title: PKI Product/Application Integration Support

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Task Leader:

Subcontractor:

1.0 Task Assignment. This task primarily supports Public Key Infrastructure (PKI) integration and planning for the Navy PKI afloat implementation. The DoD has mandated the development and implementation of PKI across the Department. For the Navy, the Navy-Marine Corps Intranet (NMCI) contractor will provide engineering and technical support to PMW 161 for the implementation of PKI for the Ashore Community that they service. However, PMW 161 is tasked with the Navy PKI implementation for Afloat, OCONUS and Non-NMCI CONUS commands. This task supports the integration planning and coordination required for the successful deployment of PKI for Afloat NIPRNET and SIPRNET community as well as OCONUS, and Non-NMCI CONUS commands. Integration of PKI products in the ship and shore environment is vital to ensure Navy interoperability with other DoD network components.

1.1 Description. The following specific PKI efforts shall be performed:

a. Provide product integration, engineering program planning, and coordination documents and naval messages as required for the successful deployment of PKI within the Afloat Navy, OCONUS, and Non-NMCI CONUS communities.

b. Provide technical representation at PKI-related meetings (i.e., Technical Working Groups, other PKI meetings) and support Navy PKI conferences.

c. Review PKI product integration documentation and prepare comments based on the afloat environment and implementation impacts.

d. Provide PKI product reviews for potential solutions to mitigate impact of PKI on the afloat limited bandwidth environment.

e. Provide PKI integration and implementation issues document and updates.

f. Provide updates to the afloat SIPRNET PKI Implementation Plan as required.

g. Provide program and status reports.

1.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Implementation Planning Documents and Naval Messages	As Required
Trip Reports	14 Days After Event
PKI Product Integration Document Reviews and Comments	As Required
Technical Product Reviews	7 Days After Request
Updates to PKI Issues/Resolutions	Quarterly
Updates to Navy Afloat/OCONUS SIPRNET implementation Plan	As Required
Status Reports	Quarterly

Task Title: BLII OCONUS APM Network Integration Support

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

2.0 Task Assignment. This task provides technical support to the PMW 161 BLII OCONUS APM to ensure IA efforts remain on track through the installation, integration and test of BLII OCONUS sites. The task provides for coordination of IA/security issues associated with BLII OCONUS in the three regions and ensures integrated and interoperable network capabilities with other enterprise Navy networks. This task also assists PMW 161 as the Certification Authority and the Certification Agent, through the accreditation lifecycle.

2.1 Description. The contractor shall perform specific BLII OCONUS tasks as identified in the following paragraphs.

a. Provide IA production support for BLII OCONUS efforts to include assisting the Chief BLII OCONUS Security Engineer with leveraging existing NMCI security suite products and the associated integration issues into the BLII OCONUS network.

b. Coordinate IA suite product reviews and assessments and recommend solutions regarding their integration into the BLII OCONUS enterprise.

c. Provide engineering and technical representation for IA programs and projects at technical exchanges and security working groups.

d. Provide production support to the BLII site Information System Security Managers and Officers (ISSM/O) related to product integration impacts on site accreditation packages.

e. Coordinate cryptographic material shipments to ensure the site COMSEC custodians receive the equipment in a timely manner to support site installations.

f. Review BLII site IA documentation to verify information validity and its associated use in the site accreditation packages.

g. Provide BLII network integration and management support through site installation efforts and assist regional ISSMs with BLII test efforts.

h. Provide technical and scheduling assistance to the BLII regions through the legacy network/application transition process.

i. Assist the Certification Agent through the test and evaluation effort.

2.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
BLII Working Group Materials (e.g., Product Briefing and Trip Reports	14 Days After Request
ISSM/O Site Accreditation Materials	30 Days After Request
BLII OCONUS Crypto Schedule and Shipment Listings	14 Days After Request
Certification and Accreditation Materials	30 Days After Request
Installation and Integration Test Documentation	30 Days After Request

Task Title: Network Operation Center Solutions

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

3.0 Task Assignment. This task provides Network Operations Center (NOC) engineering solutions and production planning for the PMW 161 Network Systems Security (NSS) program.

3.1 Description. The contractor shall perform the following NSS/NOC production support activities:

a. Develop technical descriptions and supporting documentation for NSS Network Operations Center (NOC) security solutions. This will include the identification of block upgrade components, macro-capability enhancements, and risk mitigation correlations.

b. Facilitate the integration of NSS NOC engineering solutions into evolving DON and DoD architectures such as the Global Information Grid (GIG), Transformational Communications Architecture (TCA), and FORCEnet. This will include support to implementation processes and participation in integrated product team (IPT) and working group (WG) efforts.

c. Develop multi-year fielding schedules and work plan inputs. This will include production cost studies, capability timelines, and impact assessments affecting the NSS program.

d. Develop and maintain an integrated NSS production matrix. This will include the acquisition and cross-referencing of data from related but diverse technical/program information sources.

e. Provide technical representation at NOC/NSS engineering working groups, technical exchanges, and other production meetings. This will include providing status presentations, briefings, and supporting materials.

3.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
NOC Technical and Production Documentation	30 days after request
System Integration and Architecture Documents	30 days after request
Fielding Schedules/Work Plan Documents	30 days after request
NSS Production Matrix and Updates	30 days after request
NOC/NSS Working Group Materials	14 days after request

Task Title: Integrated CNDiD Afloat Solutions

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

4.0 Task Assignment. This task provides network system product evaluation and integration security engineering support to the PMW 161 APM for Network System Security (NSS).

4.1 Description. The contractor shall perform specific tasks as identified in the following paragraphs.

a. Perform security engineering to assist support activities in defining an integrated network security architecture for afloat units. Products such as firewalls, Virtual Private Networks (VPN), Intrusion Detection Systems (IDS), and Router Access Control Lists (ACL) will be utilized in architectures and engineering designs to comply with Defense in Depth practices.

b. Assist in the evaluation of security tools, OS/Application security controls, and related products. This will include development of technical summaries and where warranted, abbreviated risk assessments.

c. Assist the NSS APM in the technical assessments of evolving product and software upgrades to include identification of capabilities needing evaluation and products requiring further evaluation be they can be integrated in DON afloat networks.

d. Participate in meetings, conferences, and IPTs to ensure consideration of security inputs in program technical, schedule, and cost decisions as they relate to NSS product integration efforts.

4.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Architecture and Engineering Reports	30 Days After Request
Technical Point Papers	14 Days After Request
Hardware and Software Evaluation Materials	14 Days After Request
NSS Working Group Materials (e.g., Product Briefings and Trip Reports)	14 Days After Request

Task Title: EKMS Product Development

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

5.0 Task Assignment. This task provides EKMS/KMI production planning and product fielding support.

5.1 Description. The contractor shall perform the following specific EKMS/KMI production planning and product fielding efforts:

a. KEYMAN Installation Support: Provide installation support for KEYMAN, a modern key management software tool, for the Navy. Support will be given throughout the entire implementation of the KEYMAN software, providing a point of contact between the manufacturer of KEYMAN and the Navy.

b. EKMS Production Planning: Provide technical, security system engineering and program support for all EKMS products, such as LMD/KP and accessories. Also provide acquisition development plans for Tier 2/3 Beta Test Site and Key Management Infrastructure (KMI).

c. Participate in meetings, working groups, and other program reviews regarding EKMS and key management as required. This will include providing development of presentations and other support as required.

5.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
KEYMAN Installation Monthly Status	20 days after request
EKMS Production Planning Status	20 days after request
Meeting Minutes/Trip Reports	14 days after event

Task Title: EKMS and KMI Program Office Production Support

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

6.0 Task Assignment. This tasking provides EKMS production planning and product fielding support to the PMW 161 Product Division for all EKMS Tier's. The task provides for support related to the EKMS Suite and all follow-on products such as replacement LMDs, next generation fill devices, and new software such as CUAS and KEYMAN. EKMS Tier 2 will complete the transition to Phase 4 in FY04 and EKMS achieves FOC in FY04. Also, product planning and acquisition strategy support for KMI CI-2 will be provided. The KMI program is in development by NSA and scheduled to become an ACAT-1 program in 2004.

6.1 Description. The contractor shall perform the following specific EKMS and KMI CI-2 production planning and product fielding efforts:

a. Develop product fielding schedules and Work Plan inputs. This includes tracking changes, historical data, and deployment requirements as they pertain to product rollout.

b. Develop cost studies, long-range forecasts, and impact assessments affecting the EKMS program development strategies.

c. Assist the EKMS acquisition engineers in the day-to-day execution of technical and managerial functions in order to resolve issues, develop schedules, and formulate plans of action.

d. Participate in meetings, working groups, and other program reviews regarding EKMS, KMI CI-2, and key management as required. This will include providing development of presentations and other support as required.

6.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
EKMS Tier 2/3 Strategy Plans	20 days after request
Technical Reviews and Product Assessments	20 days after request
Technical Trade and Cost Studies	20 days after request
Technical Point Papers	10 days after request
Technical Presentations	10 days after request
Plans of Action and Milestones	10 days after request
Issues and Action Item Lists	10 days after request
Meeting Minutes/Trip Reports	14 days after event

Task Title: Production and Integration Engineering Support

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

7.0 Task Assignment. This task describes all expected contractor efforts from 01 August 04 through 30 SEP 04 to support SPAWAR PMW161 in Secure Voice system development and implementation. This task includes systems engineering, procurement planning, and programmatic/technical support to Secure Voice systems with respect to C4ISR system requirements. Specifically, this task includes product fielding planning and support, long-term and short-term program planning, MCT support, and technical consulting.

7.1 Description. The contractor shall perform specific tasks as identified in the following paragraphs:

a. Identify ship availabilities and create secure voice product fielding plans. The contractor shall liaison with fielding teams to receive scheduling guidance and to track product fielding. Draft fleet messages as required regarding product fielding or product related announcements.

b. Coordinate and facilitate user validation process and inventory planning for Secure Voice products to include disseminating and coordinating information between users and approval authorities.

c. Support production planning by authoring, drafting, and writing technical documents and engineering analysis as tasked by the PMW 161 APM.

d. Support the MCT process by providing briefs, charts, and descriptive documentation.

e. Provide technical representation at engineering working groups, technical exchanges, and other events, preparing reports in appropriate formats.

7.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Updated FY04 Product Fielding Plan	Nov 03
FY05 Product Fielding Plan	Sep 04
Product Documentation Materials/Listings	As Required
Program Presentations and Associated Materials	As Required
Technical Reports and Associated Materials	As Required

Task Title: Multi-Level Thin Client Support

Labor/ODC Charge Number:

Travel Charge Number:

SPAWAR PMW 161 Task Director:

Contractor Task Leader:

Subcontractor:

8.0 Task Assignment. This task describes all expected contractor efforts to support PEO C4I and Space PMW 161 in Multi-Level Thin Client Certification and Accreditation development and implementation. Specifically, this task includes development of the Shipboard System Security Authorization Agreement to enable the fielding planning and support of CENTRIXS Block II and MLTC aboard USS MT WHITNEY.

8.1 Description. The contractor shall perform specific tasks as identified in the following paragraphs:

a. The contractor shall prepare a certification level 1 ship SIPRNET enclave SSAA based on the Integrated Shipboard Network System SSAA and any other SSAAs provided by LCC-19 for technologies that are attached to the ships Secret Internet Protocol Router Network (SIPRNET) LAN. The SSAA will be high level and will consist of the following:

SSAA Mainbody

APPENDIX	H	Security Test and Evaluation Checklist
APPENDIX	N	Memorandums of Agreement – System Interconnect Agreements
APPENDIX	P	Vulnerability Scan Results created from the last CNVA conducted for the Blue Ridge
APPENDIX	Q	Risk Assessment Results
APPENDIX	R	Accreditation Documentation and Accreditation Statement

b. The contractor shall ensure that SABI requirements are met for the installation of the MLTC. This contractor will provide the following support:

1. Deliver the SSAA and CDS Annex to SABI for review.
2. Correct SSAA deficiencies identified in the SABI generated Preliminary SSAA Assessment Report (PSAR).

8.2 Task Deliverables.

Prepare and submit the following deliverables.

Deliverables	Date
Weekly Status Reports shall be completed and submitted to PMW 161 every Friday. The weekly reports shall contain a summary of actions completed.	Weekly
The SIPRNET Level 1 SSAA Technical POC for review.	15 Arp 2004
The MLTC CDS Appendix for the USS MT WHITNEY	15 Apr 2004

ATTACHMENT 6
TIPS FOR WRITING OPN TASKS

OPN Tips & Tricks

When writing an OPN task, the word **production** should be laced throughout the entire task, i.e. production units. **Avoid** the words design and develop, as they are more appropriate to RDT&E funds.

-Investigate (Not research), assemble, and upgrade (or update). To procure the solution, NOT the analysis.

-Define and/or Document

-Provide technical representation for procurement, documentation and installation support (Not attend meetings)

-Coordinate technical data extraction and analysis

-Provide reports in appropriate formats (Not take notes/minutes)

-Logistics Planning Updates, when driven by a procurement event.

-Production Configuration Management

-Production/Procurement Acquisition Support for the Project or Acquisition Manager.

-Provide technical input and production support by evaluating contract deliverables and technical problems/issues and recommending alternatives. (OPN procures the solution)

-Provide technical support in performing system hardware and software acquisition and installation planning and tracking

-Provide production support, and preparation of and updates to engineering and management documentation, but NOT program office support.

-Provide technical representation at working group meetings, IPT sessions, in-process reviews, and other meetings of the acquisition manager, providing reports in appropriate format

-Provide support and recommendations to ensure effective tracking, reporting, and management in support of production and procurement.

-Recommend improvements of and updates to engineering documentation; coordination and consolidation

-Prepare and update production, and implementation documentation, to define and update technical documentation, and define and update the programmatic requirements and plans of production programs when driven by procurement events, i.e. OPN procured ECP, block upgrades, etc.

-Assess progress and identify schedule and technical variances, provide technical briefing material, and provide reports in appropriate formats

-Support engineering or technical efforts necessary for production equipment layout, engineering changes, and improvements to manufacturing process

-Monitor production requirements across programs, including: inventory, distribution, management and status reporting

-OPN can be used for "deficiency correction" and "modification for product improvements within the current performance envelope"

-Conduct review and evaluation of production data and documentation

-Provide support in the conduct of production engineering assessments and technical verification/validation in support of _____(program name)

-Engineering support services to ensure that the systems that are being procured are properly supported through requirement analysis, technical evaluation and engineering services

-Provide production engineering and technical support for the implementation of software and hardware change proposals to _____ (program name) and track integration/implementation for Engineering Change Proposals

-Provide engineering and technical support for the implementation and integration of ECP's, tech recommendations, and process modifications

-Provide engineering and technical support for production process implementation and provide recommendations for production process improvements

-Provide support in the conduct of production assessments in support of _____ systems. Efforts include the analysis of producibility and production operations, processes, and systems

-The contractor shall assess alternatives for interfacing production _____ terminals with baseband equipment

-The contractor shall prepare technical reports outlining production strategies as well as current technology application opportunities within the current performance envelope

-The contractor shall provide support to identify, verify and analyze cost of varying OPN ECPs.

INSTALLATION SERVICES

-Review installation plans/procurement and installation plans as related to contract deliverables (“acceptance test”)

-Coordinate installation planning documentation and submission

-Installation Coordination/Installation Management

PRODUCTION SUPPORT SERVICES

PRODUCTION ENGINEERING

Assist in application of analysis techniques to produce a specified item. Includes functions such as:

-Analysis of producibility and production operations, processes and systems

-Preparation, test and technical evaluation of Engineering Changes to correct deficiencies in a production item

-Preparation, test and technical evaluation of waivers and deviation

-Value engineering

-Review and evaluation of production data and documentation

-Production configuration control

-Maintenance engineering and logistics supportability efforts incorporated into the production manufacturing process

-Other related engineering functions which are integral to the item's manufacture

QUALITY ASSURANCE

-Inspection, examination and testing during production, needed to deliver an item of the required quality specified by the terms of the production contract

ACCEPTANCE TEST AND EVALUATION

-Test and evaluation of _____, including components to demonstrate that the item fulfills the requirements and specification of the procurement contract

-Assist in conducting tests, preparation of the plan, and data analysis and evaluation

-Support of an acceptance test program

Section M – Evaluation Factors for Award

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

M-1.1 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/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

REFERENCE	TITLE	DATE
52.217-5	Evaluation of Options	Jul 1990

M-2 EVALUATION FACTORS FOR AWARD

M-2.1 The Government will rate and rank proposals using the evaluation factors listed in paragraph M-2.2.1. All evaluation factors other than cost, when combined, are significantly more important than cost. The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the non-cost evaluation factors. When the offerors within the competitive range, if a competitive range is established, 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.

M-2.2 The Government intends to evaluate proposals and award a contract without discussions with offerors. However, the Government reserves the right to hold discussions if necessary. A contract award will be made to the responsible offeror whose proposal is considered to be the best value to the Government, cost and other factors considered.

M-2.2.1 The relative ranking of the following non-cost evaluation factors is as follows: The Technical Approach factor is more important than the Management Approach factor, which in turn is more important than the Initial Task Orders factor, which in turn is more important than the Sample Tasks factor, which in turn is more important than the Facilities factor, which in turn is more important than the Past Performance factor, which is in turn more important than the Small Business Utilization factor. The Proposed Organization, Staffing Plan and Resumes of Proposed Key Personnel subfactors contained in the Management Approach factor are listed in descending order of importance. Each sample task subfactor in the Sample Tasks factor is of equal importance, and each proposed TO in the Initial Task Order evaluation factor is of equal importance. Items (1) and (2) listed in Section M-4.1.6 are not subfactors and will not be evaluated separately; rather, an overall assessment will be made for this factor.

M-2.2.2 The evaluation of risk will be an integral part of the Government's evaluation of each factor and subfactor through the Government's identification of strength, weaknesses, significant weaknesses, and deficiencies in the offeror's proposal. A "strength" is defined as a quality in the proposal that reduces the risk of unsuccessful contract performance. A "weakness" in the proposal is a flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. A "deficiency" in the proposal is a material failure of the 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.

M-3 MANDATORY REQUIREMENTS

M-3.1 The Government will evaluate whether the offeror proposes the following:

M-3.1.1 Location: A facility located within a 25-mile radius of the Space and Naval Warfare Systems Command (SPAWAR) Headquarters in San Diego, California, as of the date of contract award.

M-3.1.2 Organizational Conflict of Interest clause: The offeror takes no exception to the organizational conflict of interest clauses contained in Sections H-6 through H-8.

M-3.1.3 Security Clearance: The offeror proposes to have a facility that stores classified information up to and including SECRET as of the date of contract award. The offeror's proposed key personnel also possess at least a SECRET clearance as of the date of contract award.

M-3.2 In the event that a proposal contains a deficiency in a mandatory area listed above, the proposal may be determined to be unacceptable regardless of an otherwise overall acceptable rating.

M-4 NON-COST EVALUATION FACTORS

M-4.1 The following describes the evaluation criteria and associated adjectival ratings for each of the non-cost evaluation factors.

M-4.1.1 Technical Approach. The Government will evaluate each offeror's technical approach to determine the extent to which the offeror provides a concise statement of the purpose, objectives and basic problems of this acquisition. In addition, the Government will evaluate the extent to which the offeror proposes an overall concept of the work being proposed and plans for accomplishing the objectives and tasks set forth in the SOO consistent with performance-based service contracting principles described in FAR Subpart 37.6 (excluding performance incentives/disincentives). Moreover, the Government will evaluate the extent to which the offeror clearly indicates the reasons why it should be awarded the contract.

a) Outstanding: The offeror's technical approach convincingly demonstrates, through a detailed and masterful explanation of their approach, an understanding of the requirements and can fully implement them. The offeror's technical approach proposes a thorough concept of the work being proposed and plans for accomplishing the objectives and tasks set forth in the SOO consistent with performance-based service contracting principles described in FAR Subpart 37.6 (excluding performance incentives/disincentives). The offeror's technical approach has numerous strengths, few, if any, weaknesses (none of which are significant), no deficiencies and presents a low risk of unsuccessful contract performance to the Government.

b) Good: The offeror's technical approach demonstrates, through a sound and feasible explanation of their approach, an understanding of the requirements and can fully implement them. The offeror's technical approach proposes a detailed concept of the work being proposed and plans for accomplishing the objectives and tasks set forth in the SOO consistent with performance-based service contracting principles described in FAR Subpart 37.6 (excluding performance incentives/disincentives). The offeror's technical approach has at least one strength and no deficiencies or significant weaknesses. Weaknesses (if any) identified are easily correctable, are offset by strengths, and present a low to moderate risk of unsuccessful contract performance to the Government.

c) Acceptable: The offeror's technical approach demonstrates a minimum understanding of the requirements and contains adequate techniques and solutions that should minimize risk and contribute to a likelihood of success. The offeror's technical approach proposes a concept of the work being proposed and plans for accomplishing the objectives and tasks set forth in the SOO consistent with performance-based service contracting principles described in FAR Subpart 37.6 (excluding performance incentives/disincentives). Weaknesses identified are correctable, are usually offset by strengths, and present a low to moderate risk of unsuccessful contract performance to the Government.

d) Marginal: The offeror's technical approach demonstrates that on more than one occasion the

Government's requirements were not understood, contained inadequate techniques and solutions, or would probably not minimize risk or contribute to a likelihood of success. The offeror's technical approach proposes a concept of the work being proposed and plans for accomplishing the objectives and tasks set forth in the SOO that is inconsistent with performance-based service contracting principles described in FAR Subpart 37.6 (excluding performance incentives/disincentives) in some respects. The offeror's technical approach has few (if any) strengths, and weaknesses (including at least one significant weakness) that are not offset by strengths, thus presenting a moderate to high risk of unsuccessful contract performance to the Government.

e) Unacceptable: The offeror's technical approach demonstrates that on many occasions, the Government's requirements were not understood and contained inadequate, vague, superficial, or questionable techniques that would not minimize risk and would not contribute to a likelihood of success. The offeror's technical approach proposes a concept of the work being proposed and plans for accomplishing the objectives and tasks set forth in the SOO that is inconsistent with performance-based service contracting principles described in FAR Subpart 37.6 (excluding performance incentives/disincentives) in many respects. A major, if not total rewrite of the offeror's technical approach would be required to make it acceptable to the Government. The offeror's technical approach has few (if any) strengths, and a combination of significant weakness and deficiencies present a high risk of unsuccessful contract performance to the Government.

M-4.1.2 Management Approach. The Government will evaluate the extent to which the offeror's proposed organization will perform the tasks described in the SOO (e.g., its proposed management plan, how the offeror will provide a professional review of all technical task results prior to submission to the Government within the required timeframe, internal procedures/processes to ensure timely professional reaction in response to both recurring and short-fused deadlines). The Government will also evaluate the extent to which the offeror's proposed staffing plan includes processes and procedures for performing task orders issued by the Government after award. In addition, the Government will evaluate the extent to which the offeror's proposed personnel can perform the requirements of the SOO given the desired qualifications of those personnel described in L-16.1.5.3.

a) Outstanding: The offeror's proposed staffing plan is comprehensive and clearly demonstrates how its proposed organization is structured for process improvement and cost reduction. The offeror proposes highly qualified/highly skilled personnel with the skills necessary to address all of the current IA strategic thrusts and product/service areas identified in the SOO. The offeror's management approach has numerous strengths, few, if any, weaknesses (none of which are significant), no deficiencies and presents a low risk of unsuccessful contract performance to the Government.

b) Good: The offeror's proposed staffing plan effectively demonstrates how its proposed organizational structure processes and procedures ensure the most effective and economical performance in the areas of cost and schedule. The offeror proposes qualified personnel with the necessary skill levels to address all of the current IA strategic thrusts and product/service areas identified in the SOO. The offeror's management approach has at least one strength and no deficiencies or significant weaknesses. Weaknesses (if any) identified are easily correctable, are offset by strengths, and present a low to moderate risk of unsuccessful contract performance to the Government.

c) Acceptable: The offeror's proposed staffing plan demonstrates how its proposed organizational structure processes and procedures effective and economical performance without disrupting Government operations. The offeror proposes qualified personnel to address most of the current IA strategic thrusts and product/service areas identified in the SOO. The offeror's management approach has few, if any, strengths, but no deficiencies. Weaknesses identified are correctable, are usually offset by strengths, and present a low to moderate risk of unsuccessful contract performance to the Government.

d) Marginal: The offeror's proposed staffing plan does not clearly demonstrate how its proposed organizational processes and procedures will ensure an effective and economical performance that will not disrupt Government operations. The offeror does not propose personnel who can address many of the current IA strategic thrusts and product/service areas identified in the SOO. The offeror's management approach has few (if any) strengths, and weaknesses (including at least one significant weakness) that are not offset by strengths, thus presents a moderate to high risk of unsuccessful contract performance to the Government.

e) Unacceptable: The offeror's proposed staffing plan clearly does not demonstrate how its proposed organization will result in cost efficiencies. The offeror does not identify personnel who can address most of the current IA strategic thrusts and product/service areas identified in the SOO. A major, if not total rewrite of the response would be required to make acceptable to the Government. The offeror's management approach has few (if any) strengths, and a combination of significant weakness and deficiencies present a high risk of unsuccessful contract performance to the Government.

M-4.1.3. Initial Task Orders. The Government will evaluate the extent to which the proposed TOs are responsive to the Government's requirements as stated in Section L-16.1.6 and the SOO.

a) Outstanding: The offeror's proposed TOs are comprehensive and realistic, contain many exceptional features or innovations, and would result in successful task performance. There is a high probability that the offeror's proposed TOs will satisfy performance-based service contracting principles described in Section L-16.1.6. The offeror's proposed TOs contain numerous strengths, few, if any, weaknesses (none of which are significant), no deficiencies and presents a low risk of unsuccessful contract performance to the Government.

b) Good: The offeror's proposed TOs are comprehensive, realistic and would probably result in successful task performance. There is a substantial probability that the offeror's proposed TOs will satisfy performance-based service contracting principles described in Section L-16.1.6. The offeror's proposed TOs contain at least one strength and no deficiencies or significant weaknesses. Weaknesses (if any) identified are easily correctable, are offset by strengths, and present a low to moderate risk of unsuccessful contract performance to the Government.

c) Acceptable: The offeror's proposed TOs are realistic. It is more likely than not that the offeror's proposed TOs would result in successful task performance and would satisfy performance-based service contracting principles described in Section L-16.1.6. The offeror's proposed TOs contain few, if any, strengths, but no deficiencies. Weaknesses identified are correctable, are usually offset by strengths, and present a low to moderate risk of unsuccessful contract performance to the Government.

d) Marginal: The offeror's proposed TOs are unrealistic in some respects. Performance of the proposed TOs could result in cost overruns, schedule delays, performance problems, or any combination thereof. It is unlikely that the offeror's proposed TOs will satisfy performance-based service contracting principles described in Section L-16.1.6. The offeror's TOs contain few (if any) strengths, and weaknesses (including at least one significant weakness) that are not offset by strengths, thus presenting a moderate to high risk of unsuccessful contract performance to the Government.

e) Unacceptable: The offeror's proposed TOs are unrealistic in many respects. It is highly probable that performance of the proposed TOs would result in cost overruns, schedule delays, performance problems, or any combination thereof. It is highly unlikely that the offeror's proposed TOs will satisfy performance-based service contracting principles described in Section L-16.1.6. A major, if not total rewrite of the proposed TOs would be required to make them acceptable to the Government. The offeror's proposed TOs contain few (if any) strengths, and a combination of significant weaknesses and deficiencies that present a high risk of unsuccessful contract performance to the Government.

M-4.1.3 Sample Tasks. The Government will evaluate the extent to which the offeror's performance-based task orders (TOs) reflect the ability and capability to describe its technical approach and demonstrates the offeror's technical understanding of the role of PEO C4I and Space, PMW-C161 and the SOO task areas.

a) Outstanding: The offeror's proposed performance-based TOs reflect a thorough understanding of the IA technical issues associated with the sample tasks, are comprehensive and realistic, and contain many exceptional features or innovations. The offeror's TOs contain numerous strengths, few, if any, weaknesses (none of which are significant), no deficiencies and presents a low risk of unsuccessful contract performance to the Government.

b) Good: The offeror's proposed performance-based TOs reflect a thorough understanding of the IA technical issues associated with the sample tasks, and are comprehensive and realistic to implement. The offeror's TOs contain at least one strength and no deficiencies or significant weakness. Weaknesses (if any) identified are

easily correctable, are offset by strengths, and present a low to moderate risk of unsuccessful contract performance to the Government.

c) Acceptable: The offeror's proposed performance-based TOs reflect a minimum understanding of the IA technical issues associated with the sample tasks. The offeror's TOs contain few, if any, strengths, but no deficiencies. Weaknesses identified are correctable, are usually offset by strengths, and present a low to moderate risk of unsuccessful contract performance to the Government.

d) Marginal: The offeror's proposed performance-based TOs demonstrate that the offeror does not understand some of the IA technical issues associated with the sample tasks and contain shortcomings that may adversely impact performance of those TOs. The offeror's TOs contain few (if any) strengths, and weaknesses (including at least one significant weakness) that are not offset by strengths, thus presents a moderate to high risk of unsuccessful contract performance to the Government.

e) Unacceptable: The offeror's proposed performance-based TOs demonstrate that the offeror does not understand many of the IA technical issues associated with the sample tasks and contain shortcomings that will probably adversely impact performance of these TOs. A major, if not total rewrite of the proposed TOs would be required to make them acceptable to the Government. The offeror's TO contains few (if any) strengths, and a combination of significant weaknesses and deficiencies that present a high risk of unsuccessful contract performance to the Government.

M-4.1.4 Facilities. The Government will evaluate the extent to which the facilities proposed by the offeror are capable of satisfactorily performing the requirements of the SOO.

a) Outstanding: The facilities proposed are equipped with IT equipment and support databases to allow seamless connectivity with Government IT equipment and databases. The offeror can provide graphics support 24 hours a day to generate and reproduce vu-graphs and briefs and has numerous conference rooms of various sizes available for Government use. The offeror's proposed facilities have numerous strengths, no deficiencies, and present a low risk of unsuccessful contract performance to the Government.

b) Good: The facilities proposed are equipped with IT equipment and support databases to allow connectivity with Government IT equipment and databases. The offeror can provide graphics support 18 hours a day to generate and reproduce vu-graphs and briefs and has conference rooms of various sizes available for Government use. The offeror's proposed facilities have at least one strength, no deficiencies, and present a low to moderate risk of unsuccessful contract performance to the Government.

c) Acceptable: The facilities proposed are equipped with IT equipment and support databases to allow connectivity with Government IT equipment and databases. The offeror can provide graphics support 12 hours a day to generate and reproduce vu-graphs, briefs, and has conference rooms available for Government use. The offeror's proposed facilities contain few, if any, strengths, but no deficiencies. Weaknesses identified are correctable, are usually offset by strengths, and present a low to moderate risk of unsuccessful contract performance to the Government.

d) Marginal: The offeror does not have a fully-equipped facility with IT equipment and support databases to allow connectivity with Government IT equipment and databases. The offeror's proposal includes a plan and schedule of when adequate facilities and support databases will be available to fully meet governments requirement. The offeror can provide graphics support 8 hours a day to generate and reproduce vu-graphs, briefs, and has few conference rooms available for Government use. The offeror's facilities have few strengths, and at least one deficiency, and present a moderate to high risk of unsuccessful contract performance to the Government.

e) Unacceptable: The offeror's proposed facilities are not expected to be equipped with IT equipment and support databases to allow connectivity with Government IT equipment and databases within three months of contract award. The offeror cannot provide graphics support at least 8 hours a day to generate and reproduce vu-graphs, briefs, and has few (if any) conference rooms available for Government use. A major, if not total rewrite of this portion of the offeror's proposal would be required to make it acceptable to the Government. The offeror's

facilities have few (if any) strengths, and a combination of significant weaknesses and deficiencies that present a high risk of unsuccessful contract performance to the Government.

M-4.1.5 Past Performance: The Government will evaluate all relevant past performance information provided by the offeror and any information provided by the offeror's references (see Attachment 3 to Section L). The Government reserves the right to obtain information for use in its past performance evaluation from any sources including sources outside the Government. The Government may solicit information from an offeror's customers and business associates; federal, state, and local government agencies; and from other persons and organizations. The Government reserves the right to limit the number of references it decides to contact and to contact references other than those provided by the offeror. The Government reserves the right to evaluate past performance information in existing Government data bases, and information from cognizant procuring and contract administration offices as part of the past performance evaluation. Problems found in that information that have not been addressed by the offeror will be assumed to remain in existence. This standard will be met when the offeror is able to demonstrate its application of systematic improvement management practices by presenting the corrective actions taken or being taken to resolve past and present performance problems. The Government also reserves the right to obtain information from other sources internal and external to the Government (in addition to that submitted by the offeror). The Government will evaluate the offeror' past performance including but not limited to, the offeror's record of conforming to contract requirements, including the administrative aspects of performance, 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, and generally the offeror's reputation for demonstrating a business-like concern for the interests of its customers. The Government will also evaluate the extent to which the prime offeror has attained applicable goals for small business participation under previous U.S. Government contracts that required subcontracting plans.

a) Outstanding: The offeror consistently met and frequently exceeded customer expectations in all respects. Based on the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort as contracted for. The results of the past performance review demonstrates a highly cooperative, capable, customer-oriented organization that will ensure consistent conscientious contract performance. The offeror's past performance of subcontracting plan achievement shows high goals that are consistently met or exceeded. The offeror's past performance has numerous strengths, few, if any, weaknesses (none of which are significant), no deficiencies and presents a low risk of unsuccessful contract performance to the Government.

b) Good: The offeror often exceeds customer expectations in most respects. Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort as contracted for. The results of the past performance review demonstrates a cooperative customer-oriented organization usually exhibiting conscientious contract performance. The offeror's past performance of subcontracting plan achievement shows goals that are consistently met or exceeded. The offeror's past performance has at least one strength and no deficiencies or significant weaknesses. Weaknesses (if any) identified are easily correctable, are offset by strengths, and present a low to moderate risk of unsuccessful contract performance.

c) Acceptable: The Offeror exceeds customer expectations in some respects. Based on the Offeror's performance record, some doubt exists that the Offeror will successfully perform the required effort as contracted for. Any problems were reported as promptly fixed to the customer's satisfaction. The offeror's past performance of subcontracting plan achievement shows goals that are sometimes met or exceeded. The offeror's past performance has at least one strength and no deficiencies or significant weaknesses. Weaknesses identified are easily correctable and present a low to moderate risk of unsuccessful contract performance to the Government.

d) Marginal: The offeror rarely, if ever, exceeds customer expectations in any respects. Based on the offeror's performance record, significant doubt exists that the Offeror will successfully perform the required effort as contracted for. The offeror's past performance of subcontracting plan achievement shows goals that are rarely met or exceeded. The offeror's past performance has few (if any) strengths and more than one significant weakness, presenting a moderate to high risk of unsuccessful contract performance to the Government.

e) Unacceptable: The offeror's current or former customers have reported many problems. Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort as contracted for. The results of the past performance review demonstrates an organization that has not evidenced an ability to ensure consistent contract performance and indicates significant concerns in the offeror's ability to provide satisfactory performance. The offeror's past performance of subcontracting plan achievement shows goals that are virtually never met or exceeded. The offeror's past performance has few (if any) strengths, and a combination of significant weaknesses and deficiencies that present a high risk of unsuccessful contract performance to the Government.

f) Neutral: The Offeror has no relevant past performance. This has neither a positive or negative evaluation significance.

M-4.1.6 Small Business Utilization. The Government will evaluate:

(1) The extent to which the prime offeror has proposed first tier small business subcontractors which meet or exceed the following Department of Navy goals:

Small Business Category	**DoN Goal** (Based upon % of subcontracted amount)
Small Business	49.3%
Small Disadvantaged Business	8.8%
Woman-Owned Small Business	8.3%
Veteran-Owned Small Business	3.0%

(2) the extent to which the prime offeror has proposed first tier subcontractors that are HUBZone or service-disabled veteran owned businesses that meet or exceed the following Department of Navy goals:

Small Business Category	**DoN Goal** (Based upon % of subcontracted amount)
HUBZone	3.0%
Service-Disabled Veteran Owned Small Business	3.0%

a) Outstanding: The small business subcontracting goals proposed for this contract (1) exceed all DoN goals included in the solicitation or (2) exceed goals in HUBZone and Service-Disabled Veteran Owned Small Business categories and meet all others. The offeror's proposed small business subcontracting goals have numerous strengths, no significant weaknesses or deficiencies and presents a low risk to the Government of unsuccessful contract performance.

b) Good: The small business subcontracting goals proposed for this contract are (1) at or near all DoN goals included in the solicitation or (2) meet goals in HUBZone and Service-Disabled Veteran Owned Small Business categories and nearly meet all others. The offeror's proposed small business subcontracting goals have at least one strength, and no deficiencies. Weaknesses identified are easily correctable and present a low to moderate risk to the Government of unsuccessful contract performance.

c) Acceptable: The small business subcontracting goals proposed for this contract are at or slightly below most DoN goals included in the solicitation. The offeror's proposed small business subcontracting goals have few, if any, strengths but no deficiencies. Weaknesses are identified that present a moderate risk to the Government of unsuccessful contract performance.

d) Marginal: The small business subcontracting goals proposed for this contract are well below most DoN goals included in the solicitation. The offeror's proposed small business subcontracting goals have no strengths, and one or more significant weaknesses, presenting a moderate to high risk to the Government of unsuccessful contract performance.

e) Unacceptable: The small business subcontracting goals proposed for this contract are significantly below most DoN goals included in the solicitation. The offeror's strategy for achieving planned goals is judged to have a low probability of success. The offeror's proposed small business subcontracting goals have no strengths and a combination of significant weaknesses and deficiencies and presents a high risk to the Government of unsuccessful contract performance.

f) Neutral: The offeror is a small business meeting the size standards for the North American Industry Classification System (NAICS) Code identified in this solicitation.

M-5 COST FACTOR

M-5.1 The Government will evaluate all costs proposed by the offeror for completeness, realism, and reasonableness. The Government may make upward or downward adjustments to the offeror's proposed cost as part of the Government's determination of the most probable cost the Government will incur under the contract. The Government will arrive at a total evaluated cost by adding the total evaluated costs and proposed maximum award fees for all CLINs.

M-5.1.1 Cost Analysis. Each offeror's evaluated cost, to include any subcontracted effort, will be computed by adding the Government's evaluated cost for CLINs 0001, 0006, 0011, 0016 and 0020 with proposed award fee using one or more of the following techniques and procedures:

(a) verifying various cost elements, including the necessity for, and reasonableness of, proposed costs, including allowances for contingencies, projection of the offeror's cost trends, and the application of audited or negotiated indirect cost rates, labor rates, and cost of money or other factors,

(b) evaluating the effect of the offeror's current practices on future costs,

(c) comparing costs proposed by the offeror for individual cost elements with actual costs previously incurred by the same offeror, previous cost estimates from the offeror or from other offerors for the same or similar items, the Government's independent cost estimate, cost trends and historical data (if available), and forecasts of planned expenditures (Note: As the Government expects that the majority of the work will be performed in San Diego, CA, its evaluation may include an analysis of the extent to which the proposed labor rates reflect realistic compensation in that city),

(d) if uncompensated overtime is included, whether the offeror has an accounting system approved by DCAA specifying uncompensated overtime, and

(e) verifying that the offeror's cost submissions are in accordance with the contract cost principles and procedures in FAR Part 31 and, where applicable, the requirements and procedures in 48 CFR Chapter 99 (Appendix to the FAR loose-leaf edition), Cost Accounting Standards.

M-5.1.2 Cost Realism Analysis. The Government will perform a cost realism analysis of the offeror's proposed costs. Specifically, the Government will independently review and evaluate specific elements of each offeror's proposed cost estimate to determine whether the proposed costs elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance and materials described in the offeror's proposal. The Government will also evaluate the offeror's proposed Professional Employee Compensation Plan in accordance with FAR 52.222-46 ("Evaluation of Compensation for Professional Employees") as part of its cost realism analysis.

M-5.1.3 (M-308) Uncompensated Overtime Evaluation

The use of uncompensated overtime as defined in FAR 52.237-10 "Identification of Uncompensated Overtime" is discouraged by the Government. Based upon our assessment of the technical services required herein, it is unrealistic to expect long-term employees to continually work in excess of the industry norm of 40 hours per week.

Therefore, the use of uncompensated overtime in this acquisition presents a significant risk to the Government.

b) Offerors are advised that if uncompensated overtime is proposed, the alternate cost breakdown specified in paragraph (g) of Provision L-8 "Uncompensated Overtime and Professional Employees" will be used for cost evaluation purposes. THUS, NO EVALUATION ADVANTAGE WILL RESULT WHEN UNCOMPENSATED OVERTIME IS PROPOSED.