

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 93	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER N66001-02-R-5010		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 13 MAY 02	
7. ISSUED BY SPAWARSYSCEN 53560 HULL STREET SAN DIEGO CA 92152-5001		CODE N66001		8. ADDRESS OFFER TO (If other than Item 7) CONTRACTING OFFICER SPAWARSYSCEN CODE 2212 (PAT OLIVER) 53560 HULL STREET SAN DIEGO CA 92152-5001			
6. REQUISITION/PURCHASE NUMBER N66001-0322-6341							

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

SOLICITATION

9. Sealed offers in original and 1 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 BLOCK 8 until 3PM local time 13 JUNE 02
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME PATRICIA A. OLIVER	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS oliverpa@spawar.navy.mil	
		AREA CODE 619	NUMBER 553-2333	EXT. N/A	

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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 240 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 TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
AREA CODE	NUMBER	EXT.		18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE
26. NAME OF CONTRACTING OFFICER (Type or print)				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**

Section B - Contract Line Items

B-100 SCOPE

The contractor shall provide:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
0001	Base Period; Technical Support Services in accordance with the Statement of Work, Attachment 1 as specified in individual task orders	1 LO	See B-102
0002	Technical Data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A	1 LO	NSP*

OPTION CONTRACT LINE ITEM NUMBERS (CLINs)

The Government shall have the option to purchase CLINs 0003 through 0010 in accordance with FAR Clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT.

0003	Option Period 1; Technical Support Services in accordance with the Statement of Work, Attachment 1 as specified in individual task orders	1 LO	See B-102
0004	Technical Data in accordance with (CDRL), DD Form 1423, Exhibit A	1 LO	NSP*
0005	Option Period 2; Technical Support Services in accordance with the Statement of Work, Attachment 1 as specified in individual task orders	1 LO	See B-102
0006	Technical Data in accordance with (CDRL), DD Form 1423, Exhibit A	1 LO	NSP*
0007	Option Period 3; Technical Support Services in accordance with the Statement of Work, Attachment 1 as specified in individual task orders	1 LO	See B-102

0008	Technical Data in accordance with (CDRL), DD Form 1423, Exhibit A	1 LO	NSP*
0009	Option Period 4; Technical Support Services in accordance with the Statement of Work, Attachment 1 as specified in individual task orders	1 LO	See B-102
0010	Technical Data in accordance with (CDRL), DD Form 1423, Exhibit A	1 LO	NSP*

*not separately priced (NSP)

B-101 ESTIMATED COST AND FIXED FEE

COST	Base	Option	Option	Option	Option	5-YEAR
CATEGORY	Period	Period 1	Period 2	Period 3	Period 4	TOTALS
Estimated Costs						
FCCM						
Fixed Fee						
TOTAL Est. Costs,						

B-309 FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACTS) (ALTERNATE 1)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours, but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this contract is noted in the table below. The direct labor hours include zero uncompensated overtime labor hours.

Base	Option	Option	Option	Option
Period	Period 1	Period 2	Period 3	Period 4
117,800	117,800	117,800	117,800	117,800

NOTE: Hours proposed as Other Direct Costs have been excluded from total estimated hours.

(b) Types of Delivery or Task Orders.

Both level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each delivery or task order will set forth the type of order deemed appropriate by the Government. If the Contractor disagrees with the Government's assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting Officer. If necessary, a final decision shall be made in accordance with the FAR 52.223 "Disputes" clause. The Contracting Officer's determination will govern the type of order, pending an appeal pursuant to the "Disputes" clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

(c) Fee Fixed Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON THE VOUCHER SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE PER HOUR BILLED FROM THE FIXED FEE POOL.

(d) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee pool by the number of estimated hours.

(e) Fee on Modifications to Term Type (Level-of-Effort) Delivery or Task Orders.

If the hours for a particular delivery or task order prove insufficient to complete performance under the order, the government may elect to increase the hours by written modification. These hours will be fee bearing at the same dollar per hour amount as in paragraph (h) below.

If the hours prove to be in excess of that necessary to complete performance under this order, the government shall decrease the hours by written modification. The fee will be reduced by the amount per hour indicated in paragraph (h) below.

Estimated cost will be increased/decreased as applicable.

(f) Fee on Modifications to Completion Type Delivery or Task Orders.

If the task(s) required under a particular delivery or task order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation.

If the task(s) required under the order is completed and the cost is less than that negotiated (underrun), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess costs shall be deobligated by modification to the delivery order prior to contract closeout.

(g) Modifications to the Basic Contract.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours set forth above, such adjustments shall be made by contract modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(h) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of \$ ___ * for the base period; \$ ___ * for option one; \$ ___ * for option two; \$ ___ * for option three; and \$ ___ * for option four, per direct labor hour invoiced by the contractor subject to the FAR 52.216-8 "Fixed Fee" contract clause, provided that the total such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery or task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference, shall apply to all individual delivery or task orders issued under this contract.

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

(i) Administration.

Each hour authorized under the original delivery or task order is fee bearing and will be deducted from the estimated total hours under the contract.

Hours added by modification to level-of-effort orders are fee bearing and will be deducted from the estimated total hours.

Hours deleted by modification from a level-of-effort order are available for award on new or existing orders. These hours shall be ordered at the same amount of fee per hour as originally ordered.

There are no hours applicable to overrun costs added by modification to completion type orders. Therefore, overruns are not fee bearing and no hours will be deducted from the estimated total hours.

Hours applicable to change in scope modifications to completion type orders are fee bearing and are deducted from the estimated total hours.

(j) Closeout.

Delivery or task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable delivery or task order. The contractor shall forward the final voucher directly to the cognizant DCAA for final audit. DCAA will forward the voucher and the final audit to the cognizant ACO (see Section G of the basic contract), who will process it for final payment and submit it to the paying office.

*to be completed upon award

B-312 MINIMUM AND MAXIMUM QUANTITIES (JUL 1989)

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of \$ 200,000.00 worth of orders in the base period of the contract. The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

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

This task order (when specified in the task/delivery order) is incrementally funded and the amount currently available for payment hereunder is limited to ___ (*) ___ inclusive of fee. It is estimated that these funds will cover the cost of performance through ___ (*). Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of ___ (*) ___ shall arise unless additional funds are made available and are incorporated as modifications to this contract.

(*) To be filled-in if applicable to a particular order

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-101 Prior Written Permission Required for all Subcontractors

None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without prior written consent of the Contracting Officer. Consent to subcontract with the following contractor(s) is hereby given to :*

*To be provided at contract award.

C-302 SPECIFICATIONS/STATEMENT OF WORK

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

C-313 SECURITY REQUIREMENTS

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

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer, Code 22035, SPAWAR Systems Center, San Diego, 53560 Hull Street, San Diego, CA 92152-5001.

C-316 WORK WEEK (SSC-SD) (DEC 1999)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at the Space and Naval Warfare Systems Center San Diego (SPAWARSYSCEN San Diego) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at SPAWARSYSCEN San Diego unless differing hours are specified on the individual delivery/task orders. The Contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SPAWARSYSCEN San Diego must work during the normal workweek. The following is a list of holidays observed by the Government.

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Presidents 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 during a week. Therefore, during the SPAWARSYSCEN San Diego off-Friday (36 hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal SPAWARSYSCEN San Diego hours are maintained both weeks.

C-317 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

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

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

- (1) Routine inspection of contractor occupied work spaces.

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

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

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

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

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

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

C-319 LIABILITY INSURANCE--COST TYPE CONTRACTS

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

C-325 KEY PERSONNEL

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

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

(d) List of Key Personnel

Name	Contract Labor Category
*	*

*To be determined at contract award

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

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

C-326 DELIVERY/TASK ORDER PROCEDURES

Both level of effort (term) and completion type orders may be issued under this contract. Each delivery or task order will include the order type deemed appropriate by the Government.

(a) *Procedures*. If none of the factors listed in FAR 16.505(b)(2) apply, the following procedures shall be used to ensure fair opportunity is given to all Contractors to be considered for each delivery/task order in excess of \$2500.

(1) The COR coordinates the assembling of the “draft SOW”. In addition to the “draft SOW” the COR will include a separate document with the evaluation criteria for that individual delivery/task order. The administrator then emails the “draft SOW” and evaluation criteria to all contractors.

(2) Evaluation Criteria may consists of a combination of the following factors:

(A) Past Performance on earlier orders under the contract (including cost control).

(B) Quality of Deliverables received on other orders under this contract.

(C) Potential impact on other orders placed with the contractor.

(D) Cost must be one of the factors and may be the only factor.

(E) Personnel Resumes.

(3) For 2 business days, contractors can email questions or concerns to the Administrator (with a copy to the COR) regarding the “draft SOW” (telephoned questions will not be accepted). All questions, answers, and clarifications will be emailed to all contractors.

(4) A “final version” of the SOW will be emailed to all competing contractors. This SOW will include any modifications made and will include the CDRLs. Sending this email will signify an agreement of the SOW by the COR.

(5) Within 5 business days, or such time as may be considered appropriate, after the final SOW is emailed, each contractor shall send: a cover letter, cost proposal summary, list of key personnel, resumes, and a signed and dated SOW to the Administrator. The cover letter, cost proposal summary, list of key personnel, and resumes, as applicable, should be emailed as an Office 95 compatible attachment [Word, Excel], while the signed SOW will be faxed to the Administrator).

(6) If a proposal has not been received by the time and date established; a “no bid” will be assumed for that contractor on that particular delivery order/task order. If a particular contractor does not wish to bid on a given delivery/task order, an email note along with the basis for “no bid” is to be submitted to the COR and Administrator.

(7) The cover letter, cost proposal summaries, lists of key personnel, and resumes, as applicable, that have been received by the cut off time, will be forwarded to the COR for evaluation and selection.

(8) The COR will evaluate the offers in accordance with the applicable evaluation criteria. Upon completion of the evaluation, the COR will forward the results to the Ordering Officer, who will review, analyze and issue a delivery/task order.

(9) Under a multiple award scenario the combined level of effort for all contracts awarded is equivalent to the level of effort set forth in the solicitation. In other words, if two contracts are issued and one is \$100 million and one is \$110 million, you do not have a combined ceiling of \$210 million. The orders placed on each of the contracts will have to be tracked together by the COR and the Ordering Officer.

(10) The cost estimate shall contain the following documentation to enable the Ordering Officer to make a determination of price reasonableness:

(i) Cost Plus Fixed Fee (CPFF).

(A) Direct labor, including labor categories, hours, rates and total.

(B) Indirect Rates.

(C) Other Direct Costs (ODCs).

1. Travel identified in the SOW needs only a total cost.

Travel requirements not identified in the SOW must be fully documented including destination, number of people, number of days, airfare, per diem, car rental and other charges.

2. Material exceeding a unit price of \$2,500 must be itemized. All other materials need only a total cost.

3. Equipment must be identified as Information Technology (IT) or non-IT. All IT equipment must be itemized. Non-IT equipment exceeding a unit price of \$2,500 must be itemized. All other equipment not identified above needs only a total cost.

4. Other, as required by the proposed task/delivery order.

(D) Subcontractors. Subcontractors need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(E) Consultants. Consultants need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(F) Other Information.

1. A statement that the cost estimate is based upon either a completion or level of effort task and the anticipated duration of the delivery/task order.

2. For Small Business and 8(a) set-asides, the Contractor shall state that they are in compliance with the FAR 52.219-14 clause.

(G) Fee as specified in basic contract (NOTE: In T&M and LH contracts, the fee is incorporated into burdened rates).

(H) Any backup documentation not provided when you submit your cost estimate may be requested later by the Ordering Officer.

(ii) Time and Material (T&M)/Labor Hour (LH).*

(A) Sub-CLIN.

(B) Labor Category.

(C) Hourly Rate.

- (D) Number of Hours.
- (E) ODCs (same as CPFF).
- (F) Subcontractors.

*NOTE: If the proposal is based on a labor hour contract, no material costs will be authorized.

(12) Once the Ordering Officer has reviewed and accepted the Contractor's cost estimate, a DD Form 1155 will be executed by the Contracting Officer/Ordering Officer and sent to the Contractor as notice to begin work. The Contractor is cautioned that no work is to be started prior to receipt of a properly signed and executed DD Form 1155, Order for Supplies/Services. If the cost estimate is insufficient or discussions are needed, the Ordering Officer will contact the Contractor to negotiate requirements.

(b) *Content and Effect.*

(1) Each CPFF delivery/task order shall include:

- (i) Effective date of order,
- (ii) Contract and delivery/task order numbers,
- (iii) Type of delivery/task order (i.e., completion or term),
- (iv) Estimated hours (provided for information only on completion-type

orders),

- (v) Estimated cost, fee or price,
- (vi) Scope, including reference to applicable (contract) specifications,
- (vii) Delivery or performance date,
- (viii) Place of delivery or performance,
- (ix) Accounting and appropriation data, and
- (x) Other information as appropriate (e.g., Government Furnished

Property, material, or facilities to be made available for performance of the order; safety requirements; security requirements set forth on DD Form 254; data requirements set forth on DD Form 1423; etc.).

(2) Each T&M/LH delivery/task order shall include:

- (i) Effective date of order,
- (ii) Contract and delivery/task order numbers,
- (iii) Place of delivery or performance,
- (iv) Scope, including reference to applicable (contract) specifications,
- (v) Place and manner of inspection and acceptance, if different from that

specified in the basic contract,

(vi) Government furnished property, material or facilities to be made available for performance of the order,

(vii) An estimate of the number of hours of labor, by labor categories, with rates required to perform the order,

- (viii) A ceiling price, set forth as a "not-to-exceed" amount,
- (ix) Delivery date or period of performance,
- (x) Accounting and appropriation data,

(xi) Any other information deemed necessary for the performance of the order.

(c) *Maintenance of Records.* The Contractor shall maintain the following cost records under this contract as a minimum:

- (1) Records for each delivery/task order, indicating the number of hours of direct labor performed, segregated to the individual employee performing the work,
- (2) Records for each individual employee, identifying direct labor performed and segregated as to delivery/task order for which performed, and
- (3) Records of all direct non-labor costs, allocated to individual delivery/task order.
- (4) Nothing herein shall be deemed to excuse the Contractor from maintaining records required by other provisions of this contract.

(d) *Contractor Notification.* (1) The Contractor is responsible for immediately notifying the Ordering Officer/Administrator of any difficulties in performing in accordance with the terms of the order.

(2) Each delivery or task order under a cost reimbursement contract is deemed to include the FAR 52.232-20 "Limitation of Funds" or the FAR 52.232-22 "Limitation of Cost" clause, whichever is applicable.

(3) Each delivery or task order under a time-and-material or labor-hour contract shall be treated, for purposes of payment and expenditure ceilings, as an independent document, thus the ceiling established therein shall not be exceeded. Accordingly, the Contractor will not be obligated to continue performance beyond the point at which the delivery/task order funds are consumed, nor will the Government be obligated to reimburse the Contractor for any costs allocable to a delivery/task order beyond those provided in the order. Should a task not be completed due to an exhaustion of available funds, the Government may elect to modify the order to provide the additional funding, or it may direct delivery of all work in progress thereunder. Such delivery shall be effected at no additional cost to the Government.

C-327 DISSEMINATION NOTICES FOR TECHNICAL DOCUMENTS PREPARED UNDER SPAWARSCEN SAN DIEGO CONTRACTS

(a) Unless otherwise specified, all classified and unclassified technical documents generated under this contract must carry the following statements:

- (1) Do not distribute to DTIC or other data depositories.
- (2) Distribution authorized to DOD components only; premature dissemination [Contractor to insert a date which will be determined by the Program Manager and affixed by the Contractor]. Other requests shall be referred to the Space and Naval Warfare Systems Center, Code D027, San Diego, CA 92152-5001.

(b) The Contractor shall place the above statements on the original and all copies before being delivered to the shipping address in Section F as follows:

- (1) Standard Written or Printed material with Covers and/or Title Pages: Statement(s) to be printed, typed, or stamped on front cover and title page.
- (2) Technical Documents Without Covers or Title Pages: Statement(s) to be typed, printed, or stamped on first page of the document.

(3) Drawing: Applicable statement(s) to be typed, printed, or stamped near the title block.

(4) Magnetic Tape, Cassette, or Disk: Statement(s) to be typed, printed, or stamped on a label applied to outside of material. The first page of the resulting hard-copy report or computer printout report is also marked with applicable statement(s).

(5) Microfilm: Statement(s) typed, printed, or stamped on outside of jacket or canister housing the material. The first page of resulting hard-copy report or first frame is also marked with applicable statement(s). The headers for microfiche must carry an abbreviated version of the statement(s).

(6) Deck of Punched or Aperture Cards: Statement(s) to be typed, stamped, or printed on face of first and last card and on top of deck.

C-328 PROCEDURES FOR CONTROLLING TECHNICAL DOCUMENTS UNDER SPAWARSYSCEN SAN DIEGO CONTRACTS

The Contractor shall comply with DOD Directive 5230.25 and the information provided herein when the Government provides the Contractor with technical data.

(a) Location of distribution statement, export warning notice, and destruction notice (classified and unclassified technical documents).

(1) Standard written or printed material with covers and/or title pages: Statement(s) to be printed, typed, or stamped on the front cover and title page.

(2) Technical documents without covers or title pages: Statement(s) to be typed, printed, or stamped on the first page of the document.

(3) Deck of punched or aperture cards: Statement(s) to be typed, printed, or stamped on face of first and last card and on top of deck.

(4) Magnetic tape, cassette, or disk: Statement(s) to be typed, stamped, or printed on a label applied to outside of material. The first page of the resulting hard-copy report or computer printout is also marked with applicable statement(s).

(5) Microfilm: Statement(s) to be typed, stamped, or printed on outside of jacket or canister housing the material. The first page of the resulting hard-copy report or first frame is also marked with applicable statement(s). The headers for microfiche must carry an abbreviated version of the statement(s).

(6) Drawings: Applicable statement(s) to be typed, stamped, or printed near the title block.

(b) Safeguarding of Unclassified, Limited-Access Documents (for classified documents see NOSCINST 5500.1A).

(1) Normal working hours: Limited-access documents and those that have not yet been reviewed cannot be left unattended in work areas accessible to non-DoD employees.

(2) After normal working hours: Limited-access documents and those that have not yet been reviewed should be placed in locked files, desks, or similar containers. If this is not possible, locked offices or buildings are adequate.

(3) Additional guidance for safeguarding limited-access media processed by an IT system, activity, or network can be found in OPNAVINST 5239.1A.

(c) Destruction of Unclassified, Limited-Access Documents. Destroy by any method that will prevent disclosure of contents or reconstruction of the material. Examples of such destruction methods follow:

- (1) Printed document, deck of punched or aperture cards, computer printout, and drawings: Destroy by tearing each copy into pieces to preclude reconstruction and placing the pieces in regular trash containers or send to the Mail Room Branch for destruction.
- (2) Magnetic tape, cassette, or disk: Destroy by erasing the magnetic storage media.
- (3) Microfilm: Destroy by cutting into small pieces or send to the mailroom for destruction.

(d) Safeguarding of Classified Documents: See NOSCINST 5500.1A.

(e) Destruction of Classified Documents: See NOSCINST 5500.1A.

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:

[The Contracting Officer shall consult with the program office to determine which standards listed in subsection (a) apply and shall check all applicable standards prior to issuing the solicitation.]

- ___ 36 C.F.R. § 1194.21 (Software Applications and operating systems)
- ___ 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.

NOTE: This determination will be made on a Delivery Order by Delivery Order basis.

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

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

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

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

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

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

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

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

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

NOTE: This determination will be made on a Delivery Order by Delivery Order basis.

SECTION D

PACKAGING AND MARKING

D-305 PREPARATION FOR DELIVERY

(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-307 PROHIBITED PACKING MATERIALS

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-308 MARKING OF SHIPMENT

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

SHIP TO:	MARK FOR:
RECEIVING OFFICER	Contract #: _____
SPAWARSYSCEN, CODE 2242	Delivery Order #: _____
53560 HULL ST	Item #: _____
SAN DIEGO, CA 92152-5410	Technical Code: _____

The receiving office is open for deliveries Monday through Thursday from 7:30 a.m. to 4:30 p.m.

SECTION E**INSPECTION AND ACCEPTANCE****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/>

COST-REIMBURSEMENT SERVICE**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
52.246-5	Inspection of Services--Cost-Reimbursement	APR 1984

E-303 INSPECTION AND ACCEPTANCE—DESTINATION (VARIANCE)

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the contracting officer or his duly authorized representative within 14 working days after receipt of supplies/services, or completion of services at destination.

FAR Clause 52.232-25, entitled Prompt Payment, is incorporated by reference in Section I of this contract. As authorized by FAR 32.905(a)(1)(ii) and DFARS 232.905(1),

paragraph (a)(5)(i) of FAR clause 52.232-25 is modified to read 14 working days in lieu of seven calendar days.

**SECTION F
DELIVERIES OR PERFORMANCE**

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/>

<u>REFERENCE TITLE</u>	<u>DATE</u>
52.242-15 Stop Work Order (AUG 89) Alternate I	APR 1984
52.247-34 F.O.B. Destination	NOV 1991

**F-303 PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND
OPTIONS TO EXTEND TERM OF THE CONTRACT**

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

<u>CLIN(S)</u>	<u>PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS</u>
0001/0002	One year from contract effective date

The period of performance for each order shall be stated within such order. Additional time of not more than 120 days beyond the ordering period may be allowed for completion of outstanding orders.

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

<u>CLIN(S)</u>	<u>PERIOD(S) OF PERFORMANCE</u>
0003 through 0010	One year from effective date of option period

The above period(s) of performance for the option(s) to extend the term of the contract shall apply only if the Government exercises the option(s) as stated in Section B in accordance with FAR clause 52.217-9.

**SECTION G
CONTRACT ADMINISTRATION DATA**

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF-1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 3 copies, to the contract auditor* at the following address:

*

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the contract administrator and Contracting Officer's Representative. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 60 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/services is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", is not required.

(f) A Certificate of Performance is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

*to be filled in upon award

G-312 LEVEL OF EFFORT, PROGRESS AND STATUS REPORT

(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-314 TYPE OF CONTRACT

This is a cost plus fixed fee, indefinite delivery, indefinite quantity contract.

G-318 PATENT MATTERS POINT OF CONTACT

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

Office of Patent Counsel
Attn: James M. Ward
SPAWARSYSCEN San Diego, Code D0012
53510 Silver Gate Avenue
San Diego, CA 92152-5765

(619) 553-3001

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

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

(a) This contract provides for systems engineering and related technical support for the complete, integrated, installation of various classified and unclassified software installations and upgrades of networked systems . 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 and for a period of 3 years after completion 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 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-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 complete, integrated, installation of various classified and unclassified software installations and upgrades of networked systems. 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 complete, integrated, installation of various classified and unclassified software installations and upgrades of networked systems. 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 and for a period of 3 years after completion 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-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 complete, integrated, installation of various classified and unclassified software installations and upgrades of networked systems. 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 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 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-305 EXISTING ORGANIZATIONAL CONFLICT OF INTEREST (FEB 1999)**(a) Definitions.**

(1) "Contractor" means the firm signing this contract.

(2) "Supplier" means a firm, or a firm's subsidiaries, its parent corporation or subsidiary of the parent corporation, that is engaged in, or having a known prospective interest in the furnishing of various networked systems in support of which, tasks will be performed under this contract.

(3) "Affiliates" means employees, directors, partners, participants in joint ventures, parent corporation, parent corporation subsidiaries, any entity into or with which the contractor may subsequently merge or affiliate, any other successor or assignee of the prime contractor and subcontractors.

(4) "Interest" means direct or indirect business or financial interest.

(b) Warranty Against Existing Conflict of Interest. The contractor warrants that neither it nor its affiliates have any contracts with, or any material or substantial interests in the hardware or software suppliers. For any breach of this warranty, the Government shall have the right to rescind this contract without liability or, at its discretion, terminate this contract for default. In such circumstances, the contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee thereunder. Further, such shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

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 " * " and is made a part of this contract.

*To be filled in at contract award.

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.

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

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME : Sharon M. Pritchard
 ADDRESS: 53560 Hull St, San Diego, CA 92152-5001, Code D212
 TELEPHONE: (619) 553-4492

H-320 ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS

- (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-322 TYPES OF TASK OR DELIVERY ORDERS

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

A cost-plus-fixed-fee (CPFF) 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.

A cost-plus-fixed-fee (CPFF) 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-323 CONTRACTOR PICTURE BADGE (VARIANCE)

(a) A contractor picture badge may be issued to contractor personnel by the Badging Office at the government facility, 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 government facility prior to completion of the picture badge request.

(b) An automobile decal may be issued by the government facility 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 government facility Badging Office a list of all unreturned badges with a written explanation of any missing badges.

H-325 APPLICATION OF PATENT INDEMNITY

The FAR 52.227-3 "Patent Indemnity" clause which is incorporated by reference in this contract, applies only to supplies or services that normally are or have been sold or offered for sale by any supplier to the public in the commercial open market or that are the same as such supplies or services with relatively minor modifications.

H-329 CONTRACTOR ACQUIRED PROPERTY/GOVERNMENT FURNISHED PROPERTY

This contract contains the clause entitled "Government Furnished Property". However, receipt of Government Furnished Property or Contractor Acquired Property is not authorized under this contract. Such property may be acquired only upon receipt of a fully executed delivery or task order or modification to a delivery or task order that specifically authorizes acquisition of the property by the contractor. Requests for Contractor Acquired Property must be made to the cognizant Contracting Officer.

Any property acquired by the Contractor without a delivery or task order or modification to a delivery or task order authorizing such acquisition, is done so at the Contractor's own risk.

H-330 SUBMISSION OF ADDITIONAL COPY OF DD FORM 1662 "DOD PROPERTY IN THE CUSTODY OF CONTRACTORS"

In addition to the requirement in the DFARS 252.245-7001 "Reports of Government Property" clause to provide in duplicate the DD Form 1662 to the contract property administrator, the contractor shall provide an additional copy, by 31 October of the current year, of the DD Form 1662 to the activity's Property Administrator at the Space and Naval Warfare Systems Center-San Diego, Code D231, Property Administrator, 53560 Hull Street, San Diego, CA 92152-5001.

H-336 RIGHTS IN MASK WORKS (AUG 2001)

(a) *Definitions.*

As defined in 17 U.S.C. §901--

"Semiconductor chip product" is the final or intermediate form of any product--

(A) having two or more layers of metallic, insulating, or semiconductor material, deposited or otherwise placed on, or etched away or otherwise removed from, a piece of semiconductor material in accordance with a predetermined pattern; and

(B) intended to perform electronic circuit functions.

"Mask work" is a series of related images, however fixed or encoded--

(A) having, or representing the predetermined, three-dimensional pattern of metallic, insulating, or semiconductor material present or removed from the layers of a semiconductor chip product; and

(B) in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product.

(b) The contractor grants to the Government, a non-exclusive, irrevocable, royalty free, worldwide license under any mask work generated in the performance of work under this contract:

(1) to use, modify, reproduce, release, perform, display or disclose the mask work by optical, electronic, or any other means;

(2) to import or distribute a semiconductor chip product in which the mask work is embodied; and

(3) to induce or knowingly to cause another person, contractor or subcontractor to do any of the acts described in paragraphs (b)(1) or (b)(2).

(c) The contractor shall include this clause, suitably modified to replace “contractor” with “subcontractor” in all subcontracts, regardless of tier, in which a mask work is likely to be created in the performance of the work under the subcontract. The contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor’s mask works.

H-341 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

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-343 CONTRACT DATA REQUIREMENTS (DELIVERY ORDERS)

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

H-344 DELIVERY ORDER LIMITATIONS OF COST/FUNDS

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 that which will be 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-345 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (VARIANCE)

Attachment III incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor for San Diego and Imperial counties in California.

H-349 REIMBURSEMENTS UNDER COST REIMBURSEMENT OR TIME-AND-MATERIAL OR LABOR-HOUR CONTRACTS

(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.

H-350 REIMBURSEMENT OF TRAVEL COSTS**(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, 2001 (see the DAR deviations issued under DAR Tracking Number 99-O0013 and 2000-O0005). Contractors shall use the revised FTR rates and definitions that went into effect on January 01, 1999 for all contractor travel after October 01, 2001, 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-355 CONTRACTOR IDENTIFICATION

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

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

H-357 AGREEMENT TO LICENSE--NO IMPLIED LICENSE (AUG 2001)

(a) Except as provided in paragraph (b) below:

(1) [*Contracting officer insert name of company upon contract award*] shall obtain a license from the U.S. Government under the following U.S. patents, patent applications and all patents issuing thereon, and under all patents that may issue and patent applications that may be filed on the following invention disclosures, on reasonable terms and conditions, consistent with law, regulation, and Navy policy prior to

any manufacture, use, sale, lease, license, or conveyance of any kind of any process, machine, manufacture, or composition of matter that would, absent such license, infringe any claim of such patent(s)/application(s):

[Contracting officer insert list of patents/applications prior to the issuance of the solicitation]

(2) Nothing in this contract shall release [*Contracting officer insert name of company upon contract award*] from any obligation of or duty under any other Government contract; nor shall it grant to or confer upon [*Contracting officer insert name of company upon contract award*] any rights, express or implied,

- (i) to any invention other than a Subject Invention,
- (ii) under any patent application or patent assigned to the U.S. Government that is dominant over a patent protecting a Subject Invention,
- (iii) under any patent application or patent assigned to the U.S. Government protecting an invention other than a Subject Invention, or
- (iv) under the U.S. patent(s)/patent application(s) identified in paragraph (a)(1) above.

(b) No license from the U.S. Government shall be required for research, development, test and evaluation to be performed by [*Contracting officer insert name of company upon contract award*] under this contract.

H-358 APPLICATION OF DFARS 252.227-7013 AND 252.227-7015 TECHNICAL DATA CLAUSES (AUG 2001)

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

SECTION I CONTRACT CLAUSES

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997)

(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.

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 the effective date of the contract through the end of the period of performance thereafter.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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 \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$1,000,000;

(2) Any order for a combination of items in excess of \$1,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) 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) 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 5 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.

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 120 days.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 1999) (DEVIATION)

(a) The Government may extend the term of this contract by written notice to the Contractor *provided* the Government gives the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5342 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination.*

<u>RFP Title</u>	<u>Employee Class</u>	<u>Monetary Wage/Fringe Benefits</u>
Sr. Installation Tech	Engineering Tech VI*	IAW DOL WD **
Installation Tech	Engineering Tech V*	IAW DOL WD **
Sr. Field Tech	Engineering Tech VI*	IAW DOL WD **
Field Tech	Engineering Tech V*	IAW DOL WD **
Overhaul/Repair Tech	Engineering Tech V*	IAW DOL WD **
Electronic Mechanic	Electronics Tech Maint. III	IAW DOL WD **
Mechanical Assembler	Electronics Tech Maint I	IAW DOL WD **
Welder	Welder, Combination, Maint	IAW DOL WD **
Draftsman	Drafter III	IAW DOL WD **
Tech Writer/ Documentation Spec	Technical Writer	IAW DOL WD **
Warehouseman	Warehouse Specialist	IAW DOL WD **
Assistant	Word Processor III	IAW DOL WD **

* Service Contract Act Labor Category

** In accordance with DOL Wage Determination, RFP Attachment III

**52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)
(DEVIATION)**

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
- (ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

- (i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or non-acceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) DFARS

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

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

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

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

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

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

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

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

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

(e) The contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

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

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

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If the final invoice does not include the required representation, the Government will reject and return it to the contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-

U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The contractor shall include this clause, including this paragraph (h), in all subcontracts under this contract that-

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(2) of this clause.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART II SECTION I CLAUSES INCORPORATED BY REFERENCE

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/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	Definitions	MAR 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
52.204 -2	Security Requirements	AUG 1996
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
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
52.215-12	Subcontractor Cost or Pricing Data—Modifications	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost and Payment	MAR 2000
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	OCT 1999
52.219-9	Small Business Subcontracting Plan Alternate II	OCT 2000
52.219-16	Liquidated Damages--Subcontracting Plan	JAN 1999
52.222-2	Payment for Overtime Premiums	JUL 1990
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation	JUL 1995
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	JAN 1999
52.222-41	Service Contract Act of 1965, as Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug-Free Workplace	MAR 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.225-13	Restriction on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995

52-227-10	Filing of Patent Applications— Classified Subject Matter	APR 1984
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-12	Patent Rights – Retention by the Contractor (Long Form)	JAN 1997
52.228-7	Insurance – Liability to Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-23	Assignment of Claims Alternate I	APR 1984
52.232-25	Prompt Payment	MAR 2001
52.232-25	Prompt Payment Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer— Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-1	Disputes Alternate I	DEC 1991
52.233-3	Protest after Award	AUG 1996
52.233-3	Protest after Award Alternate I	JUN 1985
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAR 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1997
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2	Changes--Cost-Reimbursement Alternate I	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-2	Subcontracts Alternate I	AUG 1998
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	OCT 1998
52.246-25	Limitation of Liability--Services	FEB 1997
52.247-63	Preference for U.S. – Flag Air Carriers	JAN 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost-Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

**DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR
CHAPTER 2) CLAUSES**

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
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	Required Central Contractor Registration	MAR 2000
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
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
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	AUG 2000
252.225-7026	Reporting of Contract Performance Outside the United States	JUN 2000
252.225-7031	Secondary Arab Boycott of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-- DoD Contracts	SEP 2001
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
252.227-7020	Rights in Special Works	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
252.227-7036	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
252.242-7000	Postaward Conference	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports of Government Property	MAY 1994
252.246-7001	Warranty of Data	DEC 1991

**SECTION J
LIST OF ATTACHMENTS**

**ATTACHMENT
NUMBER**

TITLE

I	Statement of Work
II	Small Business/Subcontracting Information Sheet
III	Service Contract Act Wage Determinations
IV	Personnel Qualifications

EXHIBIT NUMBER

TITLE

A	Contract Data Requirements List, DD 1423
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THERE IS NOTHING ELSE ON THIS PAGE

**SECTION K
CERTIFICATIONS/REPRESENTATIONS**

**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/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

REFERENCE	TITLE	DATE
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001

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

REFERENCE	TITLE	DATE
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAY 1994
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	SEP 1994

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d)(1) The certification required by offerors under paragraph (b)(1) of this provision applies only to this procurement.

(2) Further, certifications are required only for awards in excess of \$100,000 made on or after December 23, 1989. Certifications are not required for contracts awarded prior to December 23, even if the contract is modified after that date.

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 _____

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.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 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 the 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;

(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; and

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(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 non-responsible.

(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.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

(b) If the offeror or respondent checks “intends” in paragraph (a) above, it shall insert in the spaces provided below 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

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)(ALTERNATE I)

(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 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 place of ownership, 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.

(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.

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.

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.

**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 least one of the following reasons: *(Check each block that is applicable.)*

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed 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.

**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 \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

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

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

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

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

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

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

The above representation may be made by the offeror by checking the appropriate block below and by furnishing the required information

The Offeror has not delivered nor is obligated to deliver under any contract or subcontract the same or substantially the same technical data required hereunder.

The following technical data has been delivered, or is required to be delivered under another Government contract or subcontract.

List technical data delivered and identify contract or subcontract under which such technical data was delivered or will be delivered and the place of such delivery.

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.

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-303 REPRESENTATION REGARDING EMPLOYMENT OF NAVY PERSONNEL

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-307 CONTRACT ADMINISTRATION OFFICE

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

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

**SECTION L
INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS OR QUOTERS**

**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/>

**L-100 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
COST OR PRICING DATA**

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

(b) Provide information described below:

The cost proposal shall be submitted in accordance with Section B set forth in this solicitation. All cost information shall be included in the cost proposal.

PART I--COST LABOR MATRIX:

(1) All offerors, including their subcontractors (if any) are to submit the current actual unloaded direct labor rates for all proposed resumed personnel. In addition, all offerors, including subcontractors, are to provide the estimated hours per individual proposed. This information shall be submitted in exact accordance with the following matrix:

**MATRIX EXAMPLE
INDIVIDUALS FOR WHOM RESUMES ARE REQUIRED**

RFP Labor Category	Name of Proposed Individual	Offeror's Labor Category*	Estimated Hours Per Person	Percentage of Total Hours Estimated	Actual Direct Hourly Rate	Applicable Fringe Benefit	Applicable Overhead Rate _____(%)
<i>(Example)</i> Systems Analyst	John Smith	Analyst I	400	28.5%	\$18.20	\$1.82	\$2.00

MATRIX EXAMPLE (CONTINUED)
INDIVIDUALS FOR WHOM RESUMES ARE REQUIRED

RFP Labor Category	Applicable G&A Rate _____ (%)	Loaded Rate Exclusive of Fee ** ____%	Loaded Rate Inclusive of Fee **	Areas within Statement of Work (SOW)
<i>(Example)</i> Systems Analyst	\$2.20	\$24.22	\$ _____	2.1.1

MATRIX EXAMPLE
INDIVIDUALS FOR WHOM RESUMES ARE NOT REQUIRED

RFP Labor Category	Offeror's Labor Category*	Estimated Hours Per Person	Percentage of Total Hours Estimated	Actual Direct Hourly Rate	Applicable Fringe Benefit	Applicable Overhead Rate _____ (%)
<i>(Example)</i> Systems Analyst	Analyst I	400	28.5%	\$18.20	\$1.82	\$2.00

MATRIX EXAMPLE (CONTINUED)
INDIVIDUALS FOR WHOM RESUMES ARE NOT REQUIRED

RFP Labor Category	Applicable G&A Rate _____ (%)	Loaded Rate Exclusive of Fee ** ____%	Loaded Rate Inclusive of Fee **	Areas within Statement of Work (SOW)
<i>(Example)</i> Systems Analyst	\$2.20	\$24.22	\$ _____	2.1.1

* If different than the RFP Labor Category

** NOTE: Include any other applicable indirect burdens in accordance with your approved accounting system.

(2) Do **not** submit average or composite rates for resumed personnel. Current, actual unloaded rates are to be submitted for each resumed individual proposed. Average or composite labor rates may be used for non-resumed personnel only if the offeror's composite rate is part of a DCAA approved estimating system. Otherwise, average or composite rates shall not be used at all. As discussed in the FAR 52.237-10 "Identification of Uncompensated Overtime" provision, actual hourly rates submitted shall be derived by dividing the proposed individual's actual annual salary by 2080 hours, which is based on a 40 hour work week. Any uncompensated overtime proposed shall be

clearly identified in the matrix and will be evaluated in accordance with the FAR 52.237-10 "Identification of Uncompensated Overtime" provision in Section L of this solicitation.

(3) List the major areas in the Statement of Work (SOW) that will be performed by each proposed individual.

(4) All labor categories to be used in the performance of the proposed contract shall be included in the above Matrix. All hours required by the solicitation and proposed shall be accounted for in the Matrix.

PART II--REQUIREMENT FOR INFORMATION OTHER THAN COST AND PRICING DATA:

In accordance with FAR 15.403-3(b), the following information as prescribed below is required for the purposes of assisting the Contracting Officer in determining the cost realism of competing offers. The terms "Cost Realism" and "Information Other Than Cost or Pricing Data" are defined in FAR 15.401.

(1) DIRECT LABOR - Identify the various labor categories required/intended for use under this contract including the number of labor hours, labor rates and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor (*see "Subcontracted Labor" below*). If this solicitation requires work to be performed at both the contractor and a Government site, then the proposal must include your company policy concerning any stipulations as to when on/off-site rates are effective.

(2) FRINGE BENEFITS - If applicable and in accordance with your 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.

(3) OVERHEAD - Identify the current and/or 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.

(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 by the subcontractor under separate cover directly to the Contracting Officer.

(5) OTHER:

A. **DIRECT COST** - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal (e.g., royalties, Facilities Capital Cost of Money, Special Tooling, Material, Travel, Computer Usage, etc.). Include the basis for the proposed amount. The decision as to whether costs are handled as direct or indirect costs rests with the offeror, but shall be consistent with the offeror's approved cost accounting practices as disclosed in the Offeror's Disclosure Statement.

B. **INDIRECT COST** - 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. Advise if the rates proposed are in accordance with any Forward Pricing Rate Agreements and period of the agreement.

(6) **GENERAL AND ADMINISTRATIVE EXPENSE** - Identify the General and Administrative Expense (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.

(7) **FEE** - Identify the fee rate, total amount proposed, and the cost elements on which the fee is applied.

The cost breakdown shall indicate the offeror's total estimated proposed price for each year and the cumulative proposed price for all years. Any information submitted must support the cost proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the cost proposed. Support any information provided by explanations or supporting rationale, as needed to permit the Contracting Officer and authorized representatives to evaluate the documentation.

The offeror is to identify its cognizant Defense Contract Audit Agency (DCAA) and Defense Contract Management Command (DCMC) Offices providing the following for each cognizant office:

- (a) Point of Contact Name,
- (b) Address,
- (c) Telephone Number, and
- (d) FAX Number.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite delivery, indefinite quantity contract with a cost plus fixed fee pricing arrangement resulting from this solicitation.

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single task order contract or to award multiple task order contracts for the same or similar services to two or more sources under this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

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

Commanding Officer
 Space and Naval Warfare Systems Center
 Code D212
 San Diego, California 92152-5001

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

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in any solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) Provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

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

L-317 SUBMISSION OF PROPOSALS (COMPLEX)(VARIANCE)

(a) Proposals shall be prepared and submitted as follows:

VOLUME I - Written Capability Information: In addition to the electronic copy required in accordance with L-349 herein, the contractor is required to submit one hard copy to the Contract Negotiator at the following address: CONTRACTING OFFICER, SPAWARSYSTCEN, CODE 2212 (Attn: Patricia Oliver), 53560 Hull Street, San Diego, CA 92152-5001. This hard copy is to be received in accordance with the time indicated for electronic submission of proposals.

See asterisk below.

Page Limitation: **Section A** – Resumes – Maximum of 4 pages per resume, single spaced. The 4 page limitation should be inclusive of the signed statement of correctness and consent to disclosure page for the resume count.
Section B – Past Performance – No limit – See L-325.
Section C – Commitment to

Subcontracting- Maximum of 25 pages. Copies of formal teaming arrangements will not be counted as part of the page limitation.

Section D – Management Plan – Maximum of 10 pages.

VOLUME II - Cost:

Also, submit an electronic copy to the cognizant DCAA and DCMA offices. See asterisk below.

Page Limitation: None

*** An electronic copy of the cost proposal shall be submitted on a 3.5 inch, double sided, high density computer diskette in Microsoft Excel 5.0 (or later) format. A hard copy directory of the Excel files shall be provided with a correlation to the appropriate hard copy cost tables. Do not save with .exe extension. This should accompany the hard copy proposal.**

VOLUME III - Contractual: Original only.

Page Limitation: None

Section A - Proposal Cover Letter

Section B - Contract Forms

-SF-33 (with blocks 12-18 completed)

RFP Section B (with estimated cost and proposed fee inserted in Clause B-102)

Section C - Representation and Certifications (Section K of the RFP)

Section D – Unconditional assent to RFP terms and conditions

Section E - Small Business Subcontracting Plan, if applicable

Section F - Miscellaneous, i.e.:

-Name and address of DIS, and
DCAA offices

-Dun and Bradstreet Number (DUNS#)

-Contractor Responsibility – Clause L-343

- Offerors shall submit supporting SF
294s and SF 295s that match referenced
contracts.

(b) Format, Organization and Content

(1) Format

(A) Each volume must be separately bound and contain sufficient information to permit a detailed evaluation. Data previously submitted, if any, will not

be used in the evaluation of your response to this Request for Proposal. Previously submitted data shall not therefore be included in your proposal “by reference.”

(B) The offeror’s proposal shall be prepared on standard 8 1/2” by 11” paper, double-spaced, with 1” minimum margins. Foldouts may be used, but shall be no larger than 8 1/2” by 14”, and shall count as two pages.

(C) The type used shall be no smaller than 10-point font.

(D) Binding and Labeling: Binding. – Each volume shall be bound as a single, separate, self-contained document. Identification – A cover sheet shall be affixed to each volume, clearly marked as to volume name, volume number, the solicitation number, and the offeror’s name and address.

(E) Classified Information: Classified information shall not be provided with the proposals.

(F) Proprietary Data: Proprietary data contained in the proposal shall be specifically identified by page, and paragraph and shall not be generalized. Such information shall be listed on a separate page.

(G) Table of Contents: A table of contents shall be provided for each volume. The table of contents for the technical proposal shall provide section number, section title, paragraph number, paragraph title, and page number on which the paragraph begins. The table of contents is not included in the page limitation.

(H) Use of Abbreviations and Acronyms: Only abbreviations and acronyms that are commonly recognized by a large number of technical and managerial disciplines shall be used. Self generated abbreviations and acronyms may be used but shall be limited to the case where it clearly enhances the readability. If any abbreviations or acronyms are used each shall be defined in a glossary. The glossary shall be tailored to each volume. The glossary location shall be immediately following the Table of Contents. The glossary is not included in the page limitation.

(I) Cross Referencing: Cross referencing information within or among volumes shall not be permitted except that tables identifying where applicable text may be found is acceptable. If it appears that the same information is being requested in different portions of the proposal, it shall be repeated.

(2) Organization

(A) The proposal shall be organized into the volumes, sections and page limitations shown above:

(B) Pages shall be numbered consecutively within each Section, showing volume, section, and page. As an example, page 19 of Section B of Volume I would be numbered I-B-19. Pages in the Cost Volume shall be numbered consecutively. There are

no sections in the Cost Volume. As an example, page 62 of the cost volume would be numbered "II-62."

(C) Tables, figures, and charts also will be numbered consecutively in each section and volume using the scheme shown above, with the exception that "Table," "Figure," or "Chart" will precede the number where appropriate.

(3) Content. No section of the proposal shall contain classified information.

(A) VOLUME I, WRITTEN CAPABILITY INFORMATION No cost information shall be included in Volume I.

(i) Section A, Technical Personnel. **Offerors shall demonstrate that the proposed key personnel have at least 50% of their time committed to this effort.** In addition to the submission of resumes for key personnel, offerors should submit resumes in accordance with Section L-345. These labor categories and individuals are considered critical to the effort; their removal or absence from the contract would adversely impact quality, schedule, or cost. Resumes will be evaluated against the desired personnel qualifications.

Offerors who do not present sufficient information to permit complete evaluation by the government may be rejected.

(ii) Section B, Past Performance shall demonstrate the offeror's past performance by providing the information requested under provision L-325, "Performance Risk Assessment," of this solicitation. Failure to submit the complete contractor performance information requested by provision L-325 will be considered certification (by signature on the proposal cover sheet [SF 33]) that the offeror has no past performance or only the limited past performance identified for like or similar items or services for the Government to evaluate.

(iii) Participation of Small Businesses/Subcontractors. Prepare and submit one copy of Attachment 2 "Small Business/Subcontracting Information Sheet" to provide the following information:

(a) Extent of participation of specific small business and small disadvantaged business concerns (whether as prime contractor or subcontractors) in terms of the value of the total acquisition.

(b) Extent of commitment to use specific small business and small disadvantaged business concern subcontractors.

Note: Large business concerns are required to submit a separate Small Business Subcontracting Plan under other provisions of this solicitation; namely, 52.219-9 Alternate II. The requirement for the Small Business Subcontracting Plan is in addition to the information required by this provision.

(iv) Section D, Management Plan, offerors should provide a plan that is a reflection of their understanding of the scope of the effort and an indication of how they plan to meet the unique challenges proposed by this requirement.

(B) VOLUME II, COST

(i) In preparing the cost volume, offerors shall use any labor hours and other costs provided in Section L of this solicitation. All elements shall be fully substantiated and verifiable.

(ii) This volume shall be a complete and detailed cost breakdown and shall include all elements of cost and such other data as considered appropriate to support your proposal.

(iii) Particular emphasis will be placed upon the reasonableness of the labor rates that you propose. 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, i.e., vacation, sick leave, holidays, overhead, G&A, fee, etc.

(iv) If this solicitation requires work to be performed at both the contractor and a Government site, then your proposal must include your company policy concerning any stipulations as to when on/off-site rates are effective.

(C) VOLUME III, CONTRACTUAL

This volume provides for all other miscellaneous contractual items delineated above in this provision.

L-325 PAST PERFORMANCE INFORMATION

(a) 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/or commercial contracts may be submitted instead. This information shall be provided by the submission of Attachment 3 "Reference Information Sheet" for each contract.

(b) In addition to the information requested above, offerors shall contact their past performance references and request that each reference complete Attachment 4 "Past Performance Questionnaire" and fax or e-mail the completed survey form directly to **Patricia Oliver, SPAWAR SYSTEMS CENTER, San Diego, 53560 Hull St., Bldg A33, RM 1602W, Code 2212, San Diego CA 92152-5002, (FAX # 619-553-1064; EMAIL ADDRESS: oliverpa@spawar.navy.mil** 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.

(c) 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.

(d) 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-328 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, represent the Government's current best estimate of requirements. However, the Government cannot guarantee the estimated quantities of man-hours shown for individual labor categories or the total estimated staff hours. It is recognized that some of the Labor Category titles used in the solicitation may not exactly match the titles normally used in a particular company operation.

Accordingly, in order to permit a rapid comparison between the anticipated labor team shown below and the Offeror's actual labor mix, each proposal must provide the following:

- (1) Direct labor rates related to the categories specified in the solicitation.
- (2) A statement of the Offeror's normally used nomenclature for each labor category included herein, together with a copy of the Offeror's own position description for each labor category.
- (3) A statement of any additional labor categories, estimated hours and related qualifications for labor cost that will be a direct cost based on the offeror's accounting procedures (e.g. management and administrative labor costs.)
- (4) Subcontractor labor hours at all tiers should be shown in the same manner as described in paragraphs (1) through (3) above.

Labor Category	Year One	Year Two	Year Three	Year Four	Year Five
Straight Time					
Program Manager (K)	2,000	2,000	2,000	2,000	2,000
Software Engineer (K)	4,000	4,000	4,000	4,000	4,000
Network Sys Analyst (K)	4,000	4,000	4,000	4,000	4,000

Unix Inform Sys Spec	8,000	8,000	8,000	8,000	8,000
NT Inform Sys Spec	4,000	4,000	4,000	4,000	4,000
Installation Design Eng	2,000	2,000	2,000	2,000	2,000
Sr Install Tech (K)	4,000	4,000	4,000	4,000	4,000
Installation Technician	8,000	8,000	8,000	8,000	8,000
Sr Field Tech (K)	2,000	2,000	2,000	2,000	2,000
O/H Repair Technician	2,000	2,000	2,000	2,000	2,000
Electronic Mechanic	28,000	28,000	28,000	28,000	28,000
Mechanical Assembler	10,000	10,000	10,000	10,000	10,000
Welder	4,000	4,000	4,000	4,000	4,000
Draftsman	2,000	2,000	2,000	2,000	2,000
Labor Category	Year One	Year Two	Year Three	Year Four	Year Five
Straight Time					
Config Mgmt Specialist	2,000	2,000	2,000	2,000	2,000
Tech Writer/ Doc Spec	2,000	2,000	2,000	2,000	2,000
Design Eng Mechanical	2,000	2,000	2,000	2,000	2,000
Intergrated Log Spec	2,000	2,000	2,000	2,000	2,000
Warehouseman	2,000	2,000	2,000	2,000	2,000
Assistant	2,000	2,000	2,000	2,000	2,000
Overtime					
Software Engineer	400	400	400	400	400
Network Sys Analyst	400	400	400	400	400
UNIX Info Sys Spec	800	800	800	800	800
NT Info Sys Spec	400	400	400	400	400

Sr Install Technician	2,000	2,000	2,000	2,000	2,000
Installation Technician	4,000	4,000	4,000	4,000	4,000
Sr Field Technician	600	600	600	600	600
Field Technician	2,000	2,000	2,000	2,000	2,000
O/H/ Repair Technician	100	100	100	100	100
Electronic Mechanic	4,000	4,000	4,000	4,000	4,000
Mechanical Assembler	2,000	2,000	2,000	2,000	2,000
Welder	1,000	1,000	1,000	1,000	1,000
Draftsman	100	100	100	100	100
TOTAL HRS	117,800	117,800	117,800	117,800	117,800

L-329 OTHER DIRECT COST-ALTERNATE I

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

OTHER DIRECT COSTS	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE	TOTALS
Travel	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000
Materials	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000
TOTAL	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000

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

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

(d) If, based upon the offerors accounting system or disclosure statement, the offeror believes the amounts estimated by the Government are overstated (e.g., an item is included as an element of an indirect expense pool), the offeror may reduce the amount(s). If such a reduction is made, the offeror as part of the initial cost proposal shall provide a detailed explanation/justification to substantiate the reduction. The Government reserves the right to discount any assessment if the basis for the reduction is deemed to be unrealistic or inadequate.

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

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

(g) Based on the fact that fee shall be earned on a delivered hour basis (i.e., a specified dollar amount per hour performed), and the fact that some portion of the fee rate per hour represents fee on other direct costs, offerors are encouraged to disclose all ODCs which they anticipate will be incurred during contract performance.

L-331 UNCOMPENSATED OVERTIME AND PROFESSIONAL EMPLOYEES

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 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) 418 "Allocation of Direct and Indirect Costs."

(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 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-332 PROPOSAL OF FIXED FEE POOL ON INDEFINITE DELIVERY TYPE CONTRACTS

Prime contractor proposals shall, as a minimum, separately identify the cost and fee of each subcontractor proposal. Additionally, the prime contractor shall propose two fee amounts:

(1) the prime contractor fee on subcontractor total cost (including fee) and consultant total cost, and;

(2) the prime contractor fee on prime contractor cost.

The sum of these two fee amounts plus the subcontractor(s) fee comprises the proposed fixed-fee pool. Cost proposals shall be submitted in the following format:

Prime Contractor Labor

Prime Contractor Overhead

Other Direct Costs (ODCs)

Material

Subcontractor A Total Cost (No Fee)

Subcontractor B Total Cost (No Fee)

Subcontractor C Total Price (Non-fee bearing)*
 G&A
 SUBTOTAL (Total Cost)
 Subcontractor Fee
 Subcontractor A Fee
 Subcontractor B Fee
 Prime Fee on:
 Subcontractor A Cost & Fee
 Subcontractor B Cost & Fee
 Prime Fee on Prime Cost LESS Subcontractor Cost
 SUBTOTAL (Fixed Fee Pool)**

Total Proposed (Total Cost + Fee Pool)

*Where it is not possible to separate fee from the hourly cost proposed by subcontractors (for example, consultants, temporary employees hired through agencies, etc.), then the contractor shall propose these hourly costs as ODCs. For evaluation purposes, these ODC hours will be included in total labor hours. Therefore they should be identified under a labor category in Section L. These hours are non-fee bearing and will not be included in the computation of fee per hour in the Section B clause "Fee Determination and Payment (Indefinite Delivery Type Contract)"

** For additional information on fee determination and payment from the fixed fee pool refer to clause in Section B-309.

L-335 ESTIMATED EFFECTIVE AWARD DATE

For Bidding/Proposal purposes the estimated effective date of contract award is 15 November 2002.

L-336 PLACE OF PERFORMANCE

Your proposal must be based on performance of approximately 30% of work off-site in Contractor facilities, within 1 hour surface driving time of various Military Navy bases in San Diego, CA for shipboard work.;70% of the on-site work will be on board various ships located at Naval Station 32nd St, San Diego; North Island Naval Air Station, San Diego; and the Submarine Base, Point Loma.

L-339 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST (DEC 1999)

- (a) The offeror's attention is directed to FAR Subpart 9.5 as this solicitation contains a clause in Section H 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-343 CONTRACTOR RESPONSIBILITY (Variance)

To aid in the determination of contractor responsibility, the following information is required:

(a) Information regarding the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statements. If you are currently being audited, or have been audited by the Defense Contract Audit Agency (DCAA), provide the address, current telephone number, and current point of contact for the cognizant DCAA and the cognizant Defense Contract Management Area Office (DCMAO). Also include the latest approval date of your Disclosure Statement (not applicable to Small Businesses) and most recent audit status, i.e., when was the last one performed, what were the findings, etc.

(b) A listing of previous and/or ongoing experience in related areas. Include the contracting activity, program or item produced, contract number, current point of contact, current telephone number, duration of contract, type of contract and total dollar amount of contract. Please ensure information provided is current and up-to-date. If this solicitation includes provision L-325, "Performance Risk Assessment," and if the offeror believes that the information provided there under adequately addresses the requirements of this provision, please so state here. Repetition of the same information is not necessary.

(c) A summary of your:

- (1) accounting procedures and controls.
- (2) organization.
- (3) production control procedures.
- (4) property control system.
- (5) quality assurance programs.
- (6) equipment and facilities relative to this effort.

(d) If any subcontracting, provide the following information:

(1) Methodology for the selection of proposed subcontractors, if any, and the benefit they would bring to the arrangement.

(2) Analysis performed on the subcontractor's cost proposal to determine a fair and reasonable price.

(3) Draft Small Business and Small Disadvantaged Business Subcontracting Plan.

(4) In accordance with FAR 9.104-4, the prospective contractors shall provide written evidence of their proposed subcontractor's responsibility. Provide any other additional information that will assist in a better or complete understanding of the proposed subcontractor's capabilities such as FAR 9.104-1.

(e) A list of credit references, including suppliers. Provide company name, point of contact, and telephone number.

(f) Any other additional information that will assist in a better or complete understanding of your firm and capabilities.

L-345 PERSONNEL RESUME REQUIREMENTS

(a) 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 Attachment 2 “Personnel Qualifications” to this solicitation.

(b) A matrix similar to the one provided in Attachment 2-1 “Personnel Matrix” must be prepared and submitted. The purpose of the matrix is to identify the relative dedication to contract performance of the personnel within each labor category. If the offeror’s labor categories differ from those listed, the offeror is required to provide a cross-reference between the proposed labor categories and the Government categories.

(c) Resumes shall be no more than 4 pages in length, single spaced, and shall be provided for each individual proposed as one of the labor categories identified in Attachment 2. Resumes shall be provided to account for 100% of the estimated level of effort as identified in Provision L-328 “Estimated Level of Effort” for the key labor categories.

(d) To facilitate proposal evaluation, all resumes shall be in the format in Attachment 2-2 “Resume Format” to this solicitation and each resume shall include the following information. Resumes that do not conform may be considered unacceptable.

(1) Name

(2) Contract labor category/contractor’s labor category if different

(3) Percentage of time to be allocated to this effort

(4) Security Clearance

(5) Current work location

(6) If the individual is Key Person on another contract, that shall be so noted together with the percentage of dedication to that effort. The offeror’s plans for satisfying both requirements shall be discussed.

(7) 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.

8) 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 to confusion and need for further clarification.

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

(10) A signed statement of correctness of information by both the person named and the offeror. The employee statement shall also include the following: "I consent to the disclosure of my resume for evaluation purposes regarding _____ [contractor to complete] proposal submitted in response to Solicitation number N66001-01-R-5035 and intend to be available to perform as a _____ [contractor to complete] for any resulting contract." Resumes without this statement may be unacceptable and not considered.

OFFERORS ARE ADVISED THAT BY SUBMISSION OF A RESUME, THE OFFEROR IS UNDERSTOOD TO AFFIRM THAT THE INDIVIDUAL SHALL BE MADE AVAILABLE UPON AWARD OF A RESULTANT CONTRACT TO THE EXTENT NOTED IN THE RESUME.

L-349 SUBMISSION OF ELECTRONIC PROPOSALS (MAR 2001)--ALERNATE I (MAR 2002)

(a) Offerors shall submit one original signed paper version of their proposal. The electronic proposal submission described elsewhere in this provision must be identical to the signed paper proposal submission.

(b) Offerors shall also 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>.

(c) 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, self-extracting file entitled "PROPOSAL.EXE" 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.

(d) The electronic submission governs for the purpose of the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 "Instructions to Offerors--Commercial Items", FAR 52.214-7 "Late Submissions, Modifications, and Withdrawals of Bids", FAR 52.214-23 "Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding", or the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision contained in the solicitation. Bids and proposals submitted electronically will be considered "late" unless the bidder or offeror completes the entire transmission of the bid or proposal prior to the due date and time for receipt of bids or proposals. This paragraph (d) supplements the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 "Instructions to Offerors--Commercial Items", FAR 52.214-7 "Late Submissions, Modifications, and Withdrawals of Bids", FAR 52.214-23 "Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding", or the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision contained in the solicitation. In addition to the above one hard copy shall be submitted in accordance with L-317.

**SECTION L
INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS OR QUOTERS
PROVISIONS/CLAUSES INCORPORATED BY REFERENCE**

I. FEDERAL ACQUISITION REGULATION (FAR) PROVISIONS/CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	FEB 2000
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997

II. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) PROVISIONS/CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
NONE		

SECTION M EVALUATION FACTORS

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/>

52.217-5 EVALUATION OF OPTIONS (JUL 1990) (VARIATION)

The Government will evaluate offers for award purposes by adding the total cost and fixed fee for all options to the total cost and fixed fee for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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

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

(b) Proposals will be rated and ranked on the evaluation factors listed below. It should be noted that cost is not a numerically weighted factor. Although technical factors are significantly more important than cost, cost is an important factor and should be considered when preparing responsive proposals. The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the offerors are considered essentially equal in terms of technical capability, or when cost is so significantly high as to diminish the value of the technical superiority to the government, cost may become the determining factor for award. In summary, cost/technical trade-offs will be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation factors.

- (c) The evaluation factors listed below are in descending order of importance:
1. Key personnel
 2. Past performance

3. Commitment to Subcontracting
4. Management Plan

Factor one is the most significant and factors 2-4 together equal the significance of factor 1.

(1) Key Personnel

Sub-factors:

- (i) Program Manager
- (ii) Software Engineer
- (iii) Network Systems Analyst
- (iv) Senior Installation Technician
- (v) Senior Field Technician

Sub-factors (i) through (v) are of equal importance. Each sub-factor/labor category has sub-elements of education and experience. Experience is more important than education.

The individual resumes should meet the desired criteria found in Attachment IV, Personnel Qualifications. As stated in L-317(b)(3)(A)(i), " Offerors shall demonstrate that the proposed key personnel have at least 50% of their time committed to this effort. We will consider the relative dedication (% of the time allocated to the contract) of each proposed individual in our evaluation. Offerors who do not present sufficient information to permit complete technical evaluation by the government may be rejected. For evaluation purposes, scores may be maximized to the extent proposed personnel exceed the desired criteria. Similarly, scores may be minimized to the extent proposed personnel fail to meet the desired criteria.

(2) Past Performance

Past performance is an assessment about the quality of a firm's prior performance on similar contracts. That judgment may be based on (1) records of objective measurements and subjective ratings of specified performance attributes, if available, and (2) statements of opinion about the quality of specific aspects of the firm's performance or about the quality of the firm's overall performance, which have been obtained from the firm's customers and business associates, government agencies, and from other knowledgeable persons and organizations. It should be noted that in *every* instance past performance is an *assessment* based on *subjective rating* or *opinion*. Past performance is assessed and is assigned a numeric rating in the evaluation.

In the case of an offeror with no past performance or where information is not available, the factor of past performance will receive a neutral rating. This factor is significantly more important than commitment to subcontracting and more important than oral presentations.

The evaluation will be based upon the ability of the offeror to demonstrate their successful past performance and experience, relating to the skills required in the Statement of Work, and to how well they have satisfied their customers. The offers will be evaluated on the following sub-factors. The sub-factors are of equal importance.

- a.) Quality of Product or Service - Conformance to 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.

(2) Commitment to Subcontracting

It should be noted that large businesses are required to submit a separate subcontracting plan under other provisions of the RFP. This information is required as a part of the proposal. The Subcontracting Plan is in addition to this criterion.

Your proposed participation of small businesses/subcontractors will be evaluated against the following criteria:

- a. Extent of participation of specific small business and small disadvantaged business concerns, whether as prime or sub-contractors, in terms of the value of the total acquisition.
- b. Extent of commitment to use specific small business and small disadvantaged business concern subcontractors.

(3) Management Plan

The Management Plan will be evaluated as an element of the Technical Proposal. The Management Plan is a reflection of the offeror's understanding of the scope of the effort

and an indication of how they plan to meet the unique challenges proposed by this requirement.

The offers will be evaluated by the following sub-factors which are of equal importance: **(Note: Each factor listed under each sub-factor is of equal importance.)**

a. The offeror's Management Plan necessary to support the contract. It should depict organizational and functional charts as it pertains to performing this effort, management structure, offerors phase-in plan, how they will handle fluctuating workloads, and their controls to monitor cost, quality and deliverables.

b. The offeror's plan for handling personnel, approach to recruiting and incentives to control personnel turnover.

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

(f) COST

(1) Cost Realism will be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (a) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the Volume I proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/cost; and (b) assess the degree to which the cost reflected in the cost/price proposal correlate directly with the commitment to subcontracting sub-factor. Proposed costs may be adjusted, for purposes of evaluation, based upon the results of the cost realism evaluation. When this cost realism analysis is performed, the resulting realistic cost estimate shall be used in the evaluation. In addition to easily identifiable cost adjustments, unrealistic cost proposals may result in a re-evaluation and concurrent re-scoring of Volume I proposals. Such re-evaluation based on cost or realistic cost analysis could negatively impact the technical rating and ranking of the proposal.

(2) Realistic personnel compensation will be determined by utilizing actual annual salaries of resumed personnel as representative of the anticipated labor costs and these

rates will be used to arrive at a realistic cost for evaluation purposes. In categories for which no resumes are required, category averages, if part of a DCAA approved estimating system, may be utilized to determine realistic compensation. (For proposals including uncompensated overtime, see provisions “Uncompensated Overtime Evaluation” in Section M and “Labor Compensation Plans for Professional Employees” in Section L.)

M-308 UNCOMPENSATED OVERTIME EVALUATION

(a) The use of uncompensated overtime is defined in FAR 52.237-10 “Identification of Uncompensated Overtime”. 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-331 “Uncompensated Overtime and Professional Employees”, will be used for cost evaluation purposes. **THUS, NO EVALUATION ADVANTAGE WILL RESULT WHEN UNCOMPENSATED OVERTIME IS PROPOSED.**

M-312 EVALUATION OF PERFORMANCE RISK

(a) During the source selection process, the government will assess the relative risks associated with each offeror and proposal. It is important to note the distinction between proposal risk and performance risk.

(1) Proposal risks are those associated with an offeror’s proposed approach in meeting the government’s requirements. Proposal risk is assessed by the proposal evaluators and is integrated into the rating of each specific evaluation sub-factor under the technical and cost factors.

(2) Performance risks are those associated with an offeror’s likelihood of success in performing the solicitation’s requirements as indicated by that offeror’s record of past performance.

(b) The government will conduct a performance risk assessment based upon the quality of the offeror’s past performance as well as that of its proposed subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the government will focus its inquiry on the past performance of the offeror and its proposed subcontracts as it relates to all solicitation requirements, such as cost, schedule, and performance, including the contractor’s record of conforming to specifications and to standards of good workmanship; the contractor’s record of containing and forecasting costs on any previously performed cost reimbursable contracts; the contractor's adherence to contract schedules, including the administrative

aspects of performance. Performance risk is assigned a weight as part of the Technical Evaluation. The relative weighting is reflected in Provision M-307.

(c) A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high performance risk rating resulting in a potential reduction of the overall technical score (correspondingly, a low risk assessment may result in a higher evaluated score in accordance with the evaluation factors set forth in Section M). Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal.

(d) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(e) Offerors are cautioned that in conducting the performance risk assessment, the government may use data provided by the offeror in its proposal and data obtained from other sources. Since the government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that while the government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.