AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ▶ RATING DO-C9

2. CONTRACT (Proc. Inst. Ident.) NO. N00039-04-D-0008

3. EFFECTIVE DATE See block 20c

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

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

Mark Schweer (619) 524-7165
Mark.schweer@navy.mil

6. ADMINISTERED BY (If other than Item 5) CODE S0514A
DCMA San Diego
7675 Dagget St
Suite 200
San Diego, CA 92111-2241

7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Ocean Systems Engineering Corporation
2141 Palomar Airport Road
Suite 200
Carlsbad, CA 92009-1425

Leanna Long 760) 692-0080 X147

CODE 0LN66 FACILITY CODE

8. DELIVERY
☐ FOB ORIGIN ☐ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ▶ ITEM: 252.232-7003

11. SHIP TO/MARK FOR CODE
See Block 5

12. PAYMENT WILL BE MADE BY CODE HQ0339
DFAS-Columbus Center
DFAS-CO/West Entitlement Ops
P.O. Box 182381
Columbus, OH 43218-2381

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

14. ACCOUNTING AND APPROPRIATION DATA
AA 1741804 5T6M 252 EA E11 068342 2D 04A6M0
92000000000 $2,500.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Line items 001-0004 are hereby awarded. Award Terms, to the extent earned, may be subsequently awarded in accordance with the H-15, Award Term Clause, herein.				

15G. TOTAL AMOUNT OF CONTRACT ➔ $ 144,907,489

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.)
Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [X] AWARD (Contractor is not required to sign this document.)
Your offer on Solicitation Number N00039-03-R-0033 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER
MARK R. SCHWEER

19B. NAME OF CONTRACTOR
BY
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY Mark R. Schweer
(Signature of person authorized to sign)

20C. DATE SIGNED 2 SEP 2004

Section B - Supplies Or Services and Prices/Costs

Base Period – Award through 30 September 2006

ITEM	SUPPLIES / SERVICES	QUANTITY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	Eng., Log., Install., Test & Eval Svcs. CPFF			Note 1
0002	Eng., Log., Install., Test & Eval Svcs. FFP			Note 2
0003	ODC/Travel			Note 3
0004	Data IAW Section J, Exhibits A and B	1 Lot	*NSP	Note 4

Award Term 1 Items: 1 October 2006 – 31 March 2007

ITEM	SUPPLIES / SERVICES	QUANTITY / UNIT	UNIT PRICE	EXTENDED PRICE
1001	Eng., Log., Install., Test & Eval Svcs. CPFF			Note 1
1002	Eng., Log., Install., Test & Eval Svcs. FFP			Note 2
1003	ODC/Travel			Note 3
1004	Data IAW Section J, Exhibits A and B	1 Lot	*NSP	Note 4

Award Term 2 Items: 1 April 2007 – 30 September 2007

ITEM	SUPPLIES / SERVICES	QUANTITY / UNIT	UNIT PRICE	EXTENDED PRICE
2001	Eng., Log., Install., Test & Eval Svcs. CPFF			Note 1
2002	Eng., Log., Install., Test & Eval Svcs. FFP			Note 2
2003	ODC/Travel			Note 3
2004	Data IAW Section J, Exhibits A and B	1 Lot	*NSP	Note 4

Award Term 3 Items: 1 October 2007 – 31 March 2008

ITEM	SUPPLIES / SERVICES	QUANTITY / UNIT	UNIT PRICE	EXTENDED PRICE
3001	Eng., Log., Install., Test & Eval Svcs. CPFF			Note 1
3002	Eng., Log., Install., Test & Eval Svcs. FFP			Note 2
3003	ODC/Travel			Note 3
3004	Data IAW Section J, Exhibits A and B	1 Lot	*NSP	Note 4

Award Term 4 Items: 1 April 2008 – 30 September 2008

ITEM	SUPPLIES / SERVICES	QUANTITY / UNIT	UNIT PRICE	EXTENDED PRICE
4001	Eng., Log., Install., Test & Eval Svcs. CPFF			Note 1
4002	Eng., Log., Install., Test & Eval Svcs. FFP			Note 2
4003	ODC/Travel			Note 3
4004	Data IAW Section J, Exhibits A and B	1 Lot	*NSP	Note 4

* Not Separately Priced

Note 1 – CPFF CLINs: The total proposed cost plus fixed fee for the maximum quantity of 2,000,000 hours will be listed at the end of this table at contract award. The above CLINs are listed for use on individual task orders.
Note 2 – FFP CLINs: The contract amount for FFP CLINs is to be negotiated on individual task orders. To the extent that FFP CLINs and ODCs/Travel CLINs are ordered, a commensurate amount of CPFF ceiling will be unavailable.
Note 3 – ODCs/Travel: The contract amount for ODCs/Travel CLINs is to be negotiated on individual task orders. These costs will be non-fee bearing, subject to G&A and FCCOM (if applicable) only.
Note 4 – Data required at the contract level. Other data items specified in the SOO will be identified on individual task orders, as applicable.

TOTAL ESTIMATED COST PLUS FIXED FEE FOR THE ENTIRE CONTRACT PERIOD OF PERFORMANCE

5 U.S.C. 552 (b)(4)

Total Estimated Cost:
Total Fee:
Total Cost Plus Fixed Fee: $144,907,489

B-1 Fee, Cost Plus Fixed Fee Indefinite Quantity Type Contracts (Oct 1995) (SPAWAR B-308)

The fixed fee rate per hour of each direct labor hour performed applicable to orders will be the same as the rate established in the basic contract. Fee on fee will not be allowed, i.e. prime fee on subcontractor costs plus subcontractor fee.

B-2 Contract Minimum and Maximum Quantities

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of $2,500 worth of orders. The maximum quantity is the total estimated level of effort of the contract: 2,000,000 hours. The minimum and maximum quantities are established for the whole potential four-year life of the contract and not on a base or award term level.

B-3 Fee Determination and Payment (Indefinite Delivery Type Contract) (Dec 1999) ALTERNATE I (SPAWAR B-309)

(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 2,000,000 hours. The 2,000,000 direct labor hours include 0 uncompensated overtime labor hours.

(b) Types of Delivery or Task Orders.

Both level-of-effort and completion type orders, as defined in clause H-3 Types of Task or Delivery Orders, may be issued under this contract. The Request for Proposal issued for each delivery or task order will set forth the type of order deemed appropriate by the Government.

(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 (under run), 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 subcontract, at the rate of $ for the base period year 1; for the base period year 2; for award term one: for award term two; for award term three; and for award term 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

5 U.S.C. 552 (b)(4)

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, both of which are incorporated herein by reference, and 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 A of the basic contract), who will process it for final payment and submit it to the paying office.

B-4 Allotment of Funds (Jan 1989) (SPAWAR 5252.232-9200)

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

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

ITEM(S)	ALLOTTED TO FIXED FEE
As specified on individual task orders	

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

ITEM(S)	ALLOTTED TO COST	PERIOD OF PERFORMANCE
As specified on individual task orders		

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

Section C - Description/Specification/Work Statement

C-1 Specifications/Statement of Objectives (Dec 1999) (SPAWAR C-301)

Work under this contract shall be performed in accordance with the following description/specifications/ statement of objectives (SOO): Attachment 1.

C-2 Security Requirements (Dec 1999) (SPAWAR C-313)

The work to be performed under this contract as delineated in the DD Form 254, Attachment 2 involves access to and handling of classified material up to and including Top Secret. There is no requirement to store Top Secret Material. The DD254 will require a TS Facility Clearance.

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 cognizant Security Officer.

C-3 Work Week (Dec 1999) (SPAWAR C-315)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR HQ is Monday - Friday, 0700-1630. Work at this Government installation shall be performed by the contractor within the normal work week unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

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

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

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

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

C-4 Notice to Contractor of Certain Drug Detection Procedures (Dec 1999) (SPAWAR C-317)

(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 workspaces.

(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 drugs 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 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-5 Liability Insurance-Cost Type and Fixed Price Contracts

(a) The following types of insurance and minimum amounts are required in accordance with FAR clause 52.228-7 "Insurance--Liability to Third Persons", and FAR clause 52.228-5 "Insurance--Work on a Government Installation":

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

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

C-6 Key Personnel (Dec 1999) (SPAWAR C-325)

(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 180 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 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

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

(d) List of Key Personnel*

NAME	CONTRACT LABOR CATEGORY
5 U.S.C. 552 (b)(4)	

** Also see C-8(d), Personnel Requirements, and Provision L-2, Submission of Complex Proposals, Factor 3, Personnel Resumes for additional details. Subcontractor personnel may be identified and assigned to key positions provided that the assigned personnel meet the requirement in Sections C-8 and L-2 .*

(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-7 Accessibility of Electronic and Information Technology (Jun 2001) (SPAWAR C-718)

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

- ☐ 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 may exercise the rights and remedies contained in the contract.

C-8 Personnel Requirements

Personnel shall have education and experience relevant to C4ISR systems and/or any other DoD systems acquisition and life cycle support. All personnel provided throughout contract performance shall meet the minimum requirements of the personnel professional levels specified below.

a. Below are listed the Standard Labor Categories for this contract. Except for Program Manager and Deputy Program Manager, which shall both be at the senior level only, all other categories shall consist of one or more of the Personnel Professional Levels described in subparagraph (b) below.

Program Manager
Deputy Program Manager
Project Administrator
Engineer
Information Technology Specialist
Logistics/Configuration Specialist
Program Specialist
Mgmt/Contracts/Financial Specialist
Technical Writer
Administrative Support

b. Minimum requirements of the personnel professional levels within each standard labor category are as follows:

1. Senior level personnel—at least 10 years of specialized experience in the labor category field of expertise for which they are proposed and a Bachelor's degree from an accredited college or university. Master's degree desired.

2. Mid level personnel—at least 5 years of specialized experience in the labor category field of expertise for which they are proposed and a Bachelor's degree from an accredited college or university. An additional 4 years of specialized experience may be substituted for the Bachelor's degree.

3. Junior level personnel—less than 5 years of specialized experience. Bachelor's degree desired.

c. General Education and Experience Requirements:

Education: The Bachelor's degree shall be from an accredited college or university and may be in any filed of study. Experience may not be substituted for a Bachelor's degree at the senior level. A Master's degree from an accredited college or university in related discipline is desirable for senior level personnel. Program Manager and Deputy Program Manager categories shall only be senior level personnel.

Experience: Complex C4ISR systems, other DoD systems acquisition and life cycle support, and DoD/Navy budgeting processes are types of specialized experience required under this contract. People proposed shall have the number of years of specialized experience relevant to their labor category field of expertise listed above. Additional years of general experience are not a contractual requirement, but are desired. Years of specialized experience shall also count as general experience.

d. Task Order Manager

A Task Order Manager (TOM) is a role, not a labor category. As such, a TOM may come from any labor category. TOMs are responsible for managing and ensuring successful financial and technical performance of one or more task orders. TOMs may be assigned on a functional (labor category), organizational (customer code) or other basis at the offeror's discretion.

Section D - Packaging And Marking

D-1 Marking of Reports (Nov 1991) (SPAWAR 5252.237-9203)

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

(1) name and business address of the contractor
(2) contract number
(3) contract dollar amount
(4) whether the contract was competitively or non-competitively awarded
(5) sponsor:

Name

Activity

Office/Address

Section E - Inspection And Acceptance

FAR 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://www.arnet.gov/far/loadmainre.html

FAR SOURCE	TITLE AND DATE
52.246-4	Inspection of Services -- Fixed-Price (Aug 1996)
52.246-5	Inspection of Services -- Cost-Reimbursement (Apr 1984)

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

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

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

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

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

E-303 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the Contract officer Representative or his/her duly authorized representative.

Section F - Deliveries Or Performance

FAR 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://www.arnet.gov/far/loadmainre.html

FAR SOURCE	TITLE AND DATE
52.242-15	Stop-Work Order (Aug 1989)
52.242-15 Alt 1	Stop-Work Order Alternate I (Apr 1984)

F-1 Periods of Performance for Ordering, Orders, and Options to Extend Term of the Contract (Dec 1999) (SPAWAR F-303)

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

CLIN(S)	PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS
0001-0004	Award - 30 September 2006

The period of performance for each order shall be stated within such order. Additional time of not more than 364 days beyond the ordering period may be allowed for completion of outstanding orders.

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

CLIN(S)	PERIOD(S) OF PERFORMANCE
1001-1004	1 October 2006 - 31 March 2007
2001-2004	1 April 2007 - 30 September 2007
3001-3004	1 October 2007 - 31 March 2008
4001-4004	1 April 2008 - 30 September 2008

The above periods of performance for Award Terms to extend the term of the contract shall be governed by Section H, Clause H-15, Award Term, and Section J, Attachment 3, Award Term Plan Excerpts.

F-2 Exercise Of Task Order Options

The government reserves the right to award task orders that include option periods. Contract Line Item Numbers (CLINs) 0001-0004, 1001-1004, 2001-2004, 3001-3004, and 4001-4004 will be used as CLINs should the government include such task order option periods. Option periods may be exercised by a unilateral modification to the task order by the Contracting Officer on or prior to the end of the task order performance period. Option periods included in the task order may only be exercised if, at the time of option exercise, the basic contract is active for new orders. For example, task order options that begin performance on or after 1 October 2006 may only be exercised if Award Terms have been earned for that performance period.

Section G - Contract Administration Data

G-1Standard Monthly Status Reports

The contractor shall electronically submit Monthly Status Reports (MSR) covering all awarded Task Orders (TO) to the Contracting Officer and COR in accordance with Section J, Exhibit A. This submission may be to a central website. The offeror shall maintain a tracking system for all reported data that is searchable and capable of producing reports sorted by any data element. MSRs shall be submitted in the format of Attachment 9. The offeror shall provide emergent reports at the request of the Contracting Officer.

G-2 Type of Contract (Dec 1999) (SPAWAR G-314)

This is an Indefinite-Delivery Indefinite-Quantity (IDIQ) Cost-Plus-Fixed-Fee (CPFF) contract with Firm Fixed-Price (FFP) CLINS.

G-3 Contractor Performance Appraisal Reporting System (Oct 2002) (SPAWAR G-321)

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

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

Section H - Special Contract Requirements

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-1 Organizational Conflict of Interest

(a) The Contractor agrees that all potential organizational conflicts of interest shall be handled in accordance with FAR Subpart 9.5. Organizational Conflicts of Interest (OCI) occur when contractor personnel are placed in situations where their individual judgment may become biased or when a contractor may have or gain an unfair competitive advantage emanating from its involvement in one or more of the activities set forth in FAR 9.5. For this acquisition of Engineering, Logistics, Installation, and Test & Evaluation services, OCI issues may arise because of a contractor performing work under any government contracts on behalf of any of the organizations listed in the Statement of Objectives (SOO). Under such circumstances, the government may request and approve acceptable OCI mitigation plans. If approved, the contractor shall implement the mitigation plan and its attendant non-disclosure agreements (NDAs).

(b) A contractor's performance under any government contracts on behalf of any of the organizations listed in the Statement of Objectives (SOO) may have involved providing systems engineering or technical direction, preparing specifications or work statements, providing evaluation services or having access to proprietary information. These activities may not necessarily exclude a contractor from participating in this acquisition for Engineering, Logistics, Installation, and Test & Evaluation services. However, it is the contractor's responsibility to analyze its performance under those government contracts on behalf of any of the organizations listed in the SOO and identify/disclose known OCI issues. This responsibility exists at both the contract and task order levels. If after award, the contractor's analysis of task order requests for proposal (RFP) identify OCI issues, the contractor shall disclose the issue(s) to the government, and submit a mitigation plan along with its task order proposal.

(c) All contractor personnel, including subcontractors and consultants, who will be involved in providing support services under this solicitation for a current or planned SPAWAR procurement on behalf of any of the organizations listed in the SOO, irrespective of whether that procurement will occur under a SPAWAR contract, shall execute and submit a Contractor Employee Non-Disclosure Agreement (See Attachment 10). The contractor agrees that it and its employees will not participate, nor allow its subcontractor(s) and consultants or their employees to participate, in any such current or planned SPAWAR procurement in which they may obtain knowledge of program financial data or Source Selection Information until the individual employees of the contractor or subcontractor or consultant (i) executes a Contractor Employee Non-Disclosure Agreement and (ii) furnishes a copy of such agreement to the Contracting Officer through their company. This is also required at any time the contractor proposes replacement personnel. Source Selection Information (SSI) is defined in FAR 2.101.

(d) The Contracting Officer may terminate a contractor for convenience, in whole or in part, if determined to be necessary, or may recuse the contractor from performance on any OCI work under this contract that the government determines cannot be satisfactorily mitigated. If the contractor was aware of OCI issues prior to award, or discovered other conflicts after award, but did not disclose them, or misrepresented relevant information to the Contracting Officer, the government may terminate the contractor for default, debar the contractor from government contracts, or pursue other remedies as may be permitted by law or this contract. The contractor shall include this clause in all subcontracts and agreements with consultants who will be involved in any potential OCI issue and will require Mitigation Plans be established with them.

H-2 Alternatives and Updates to Specifications and Standards (Dec 1999) (SPAWAR H-320)

(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-3 Types of Task or Delivery Orders (Dec 1999) (SPAWAR H-322)

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).

☐ A time-and-material task order will be issued when it is not possible to accurately estimate the extent or the duration of the work or to anticipate costs, including materials, with any reasonable degree of confidence.

☐ A labor-hour task order will be issued when it is not possible to accurately estimate the extent or the duration of work or to anticipate costs with any reasonable degree of confidence (materials need not be included).

☒ A firm-fixed-price (FFP) delivery order will be issued when acquiring commercial items, or for acquiring other supplies or services on the basis of reasonably definite or detailed specifications and fair and reasonable prices can be established at the outset.

H-4 Contractor Picture Badge (Dec 1999) (SPAWAR H-323)

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

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

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

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

H-5 Employment of Navy Personnel Restricted (Dec 1999) (SPAWAR H-341)

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-6 Delivery Order Limitations of Cost/Funds (Dec 1999) (SPAWAR H-344)

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-7 Reimbursements Under Cost Reimbursement, Time and Material and Labor Hour Contracts (Mar 2000) (SPAWAR H-349)

(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 not authorized.

(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 is not authorized.

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

(d) Vehicle and/or Truck Rental

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

H-8 Reimbursement of Travel Costs (Sep 2003) Alternate I (Mar 2000) (SPAWAR H-350)

(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.

(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 the 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, at any facility required by the contract, or at any location within a radius of fifty (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)(4) 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 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-9 Procedures For Issuing Orders (Oct 2003) (Spawar H-354)

(a) *Ordering*. This is an IDIQ, CPFF and FFP type contract for Engineering, Logistics, Installation, and Test & Evaluation to provide support services for SPAWAR HQ, PEO-C4I & Space, PEO-IT, PEO-T, PEO-LMW, and SPAWAR Echelon III Commands. Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. If mailed, a delivery/task order is considered "issued" when the Government deposits the order in the mail. Order may be issued by facsimile or by electronic commerce methods. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within two working days. Oral orders placed under this contract shall not exceed *$100,000*. Supplies or services to be furnished under this contract shall be furnished by the issuance of delivery or task orders on DD Form 1155. Orders shall be placed by the Ordering Officer or his/her representative. Delivery or task orders shall contain the information in paragraph (b) below:

(b) *Ordering Procedures*. (1) Delivery or task orders issued shall include, but not be limited to, the following information:

(a) Date of Order
(b) Contract, order number and requisition number
(c) Appropriation and accounting data
(d) Description of the services to be performed
(e) Description of end item(s) to be delivered
(f) DD Form 254 (Contract Security Classification Specification), if applicable
(g) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract
(h) Exact place of pickup and delivery

(i) The inspecting and accepting codes (as applicable)
(j) Period of time in which the services are to be performed
(k) For each applicable labor category, estimated number of labor hours required to perform the order
(l) The estimated cost plus fixed fee or ceiling price for the order
(m) List of Government-furnished material and the estimated value thereof, if applicable
(n) Delivery date

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

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

(e) *Unilateral Orders*. Delivery or task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

H-10 Contractor Identification (Dec 1999) (SPAWAR H-355)

(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-11 Awarding Orders Under Multiple Award Contracts Alternate II (May 1996) (SPAWAR 5352.216-9001)

(a) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of $2,500 pursuant to the procedures established in this clause, unless the contracting officer determines that:

(1) The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;

(2) Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;

(3) The task or delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order; or

(4) It is necessary to place an order to satisfy a minimum guarantee.

(b) Unless the procedures in paragraph (a) are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:

(1) The Government will request that each multiple award contractor submit their technical and/or managerial approach, if necessary, and cost/price estimate in response to the Government's work statement.
(2) The response shall be presented to the Government either orally or in writing, as described in the order.
(3) The Government will issue orders based on either a best value or low price technically acceptable assessment in making awards under this paragraph.
(4) Request for Proposals (RFP's) for task orders will electronically be issued to the selected prime contractors, who will respond electronically through SPAWAR E-Commerce "Select" site.

(c) Under the provisions of the Federal Acquisition Streamlining Act of 1994 (10 U.S.C. 2304 (c) Public Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual task or

delivery order, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued.

(d) (1) For this contract, the designated task or delivery order ombudsman is the Navy Competition Advocate General within the Office of the Assistant Secretary of the Navy (Research Development & Acquisition) Acquisition Business Management at telephone number (703) 602-2338, fax 602-4643, or email, ombudsman@hq.navy.mil. The task or delivery order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for task and delivery orders in excess of $2,500, consistent with the procedures in the contract. However, it is not within the designated task or delivery order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order.

(2) Contractors are encouraged to settle their complaints through the Competition Advocate chain of command, seeking review by the Competition Advocate at SPAWAR HQ before taking their complaints to the Navy Competition Advocate General. The SPAWAR HQ Competition Advocate is the Director of Contracts, Code 02, who can be reached at (619) 524-7014.

(e) This clause does not guarantee the contractor issuance of any task order or delivery order above the minimum guarantee(s) stated in clause B-2 of this contract.

H-12 Government Furnished Property And Facilities

In accordance with FAR 45.302-3 (a)(6), facilities or equipment may be provided to a contractor under a contract other than a facilities contract when the contract is for work within an establishment or installation operated by the Government. The Government's interest will be protected by Government property clauses (FAR 52.245-2 for fixed price task orders and FAR 52.245-5 for cost reimbursement task orders) included in contract.

SPAWAR Instruction 5000.20A dated 24 Dec. 1997 includes a process used by SPAWAR program offices to identify and authorize use of SPAWAR headquarters facilities or equipment, including computers, by contractor employees. To the extent such facilities or equipment are provided by the government, the clause at FAR 52.245-8, Liability for Facilities, shall apply. Additionally, any other Government Furnished Information (GFI) and/or Government Furnished Property (GFP) provided to the contractor for use on a particular task will be specifically identified on the individual task order.

H-13 Segregation of Costs (Dec 2003) (SPAWAR 5252.232-9206)

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

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

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

H-14 Authorized Changes Only by the Contracting Officer (Jan 1992) (SPAWAR 5252.243-9400)

(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 communicate 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. If 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	Mark R. Schweer
ADDRESS	4301 Pacific Hwy., San Diego, CA 92110
TELEPHONE	619-524-7165
EMAIL	mark.schweer@navy.mil

H-15 Award-Term Clause

The base period of performance of this contract is two years. Additionally, four – six month award terms may be earned by the contractor for outstanding performance. The maximum contract duration is four years. A formal assessment of contractor performance will be conducted annually to determine whether award terms are earned or lost. Interim evaluations will take place at the mid point of each evaluation year to provide feedback to the contractor. Interim evaluations will not result in earning or losing award terms.

(a) Award Term. The award-term process is an incentive that permits extension of the contract period beyond the base period of performance for exceptional performance or reduction of the contract period of performance because of unsatisfactory performance.

(b) Evaluation Criteria/Rating. Evaluation criteria are established in the Award Term Plan. Contractor performance against established criteria will be rated using five adjectives - Exceptional, Very Good, Satisfactory, Marginal, and Unsatisfactory.

(c) Monitoring of Performance. The contractor's performance will be evaluated by performance monitors whose findings are reported to the Award Term Review Board (ATRB). The ATRB makes recommendations to a Term Determining Official, who makes the final decision on the award-term amount on the basis of the contractor's performance during the award-term evaluation period.

(d) Award-Term Plan. This plan details the organization, responsibilities and processes by which the award term incentive will be administered. The evaluation criteria, associated ratings, award-term evaluation periods and the extensions or reductions are also in the plan. See Attachment 3.

(e) Modification of Award-Term Plan. Either party may propose changes to the award-term plan. The Government may make unilateral changes to the plan for evaluation periods that have not already begun. All contractor proposed changes, and any changes proposed to take effect in evaluation periods that have already begun, will be bilaterally negotiated.

(f) Self-Evaluation. Contractors shall submit written self-assessments to the Contracting Officer by the annual assessment date. Self-assessments shall address applicable evaluation criteria. The self-assessment may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance.

(g) Disputes. All TDO decisions and the methodology used to determine award terms are unilateral actions made solely at the discretion of the Government.

(h) Award-Term Extension. Any award terms earned or lost will be reflected in unilateral contract modifications implementing determinations made by the TDO. The maximum contract duration is four years.

H-16 Limited Release Of Contractor Confidential Business Information (Nov 2003) (Spawar H-359)

(a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

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

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

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(3),

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

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

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

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(3).

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

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

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

H-17 Requirement To Perform At Least 50% Of The Contract

(a) Purpose. The purpose of this clause is to permit the Government to monitor the contractor's compliance with FAR 52.219-14 (Limitations on Subcontracting), incorporated by reference into Section I of this contract during contract performance.

(b) Background. 13 C.F.R. § 125.6(a)(1) & (g) require that at least 50 percent of the cost of contract performance incurred for personnel shall be with its own employees, including the cooperative effort of the joint venture (not its individual members). 13 C.F.R. § 125.6(e) states that work performed by subsidiaries or other affiliates of a concern are not counted as being performed by the concern for purposes of determining whether the concern has performed the required percentage of work. 13 C.F.R. § 125.6(a)(2) defines the term "cost of contract performance incurred for personnel" as including direct labor costs and any overhead which has only direct labor as its base, plus the concern's General and Administrative rate multiplied by the labor cost.

(c) Requirements

(1) **If the prime contractor is a small business or a joint venture consisting of small business partners only** (but is not an 8(a) concern, a joint venture that includes at least one SBA 8(a) certified participant, a HUBZone firm, or a joint venture that includes a HUBZone certified firm), the small business prime contractor or the aggregate of the small business joint venturers shall demonstrate semiannually that it has expended at least 50 percent of the cost of contract performance incurred for personnel with its own employees.

(2) **If the contractor is an 8(a) or a joint venture that includes at least one SBA 8(a) certified participant**,

(i) the prime contractor shall demonstrate semiannually that it has performed the required percentage to that date. This does not mean that the contractor must perform 50% of the applicable costs for each task order with its own force, or that a contractor must have performed 50% of the applicable costs at any point in time during the life of the contract. Rather, the contractor must perform at least 50% of the applicable costs for the combined total of all task orders issued to date at six-month intervals (13 C.F.R. § 124.510(c)(1)),

Example: Two task orders are issued under an 8(a) indefinite-quantity service contract during the first six months of the contract. If $100,000 in personnel costs are incurred on the first task order, 90 percent of those costs (i.e., $90,000) are incurred for performance by the contractor's own work force, and the second task order also requires $100,000 in personnel costs, the contractor would have to perform only 10 percent of the personnel costs on the second task order because it would still have performed 50 percent of the total personnel costs at the end of the six-month period ($100,000 out of $200,000).

and

(ii) each of the 8(a) partners to the joint venture shall perform a significant portion of the contract. "Significant" is not specifically defined, but must be determined on a case-by-case basis, factoring considerations such as: the nature of the industry of the procurement; the level of resources dedicated by the 8(a) partners (including man-hours, equipment, etc.); and the ultimate business development benefits that the 8(a) partners will receive from their performance on the contract in accordance with SBA Procedural Notice 8000-596.

(3) **If the contractor is a HUBZone firm or a joint venture with a SBA HUBZone certified firm,** employees of the aggregate of the qualified HUBZone small business concerns to the joint venture – not each concern separately – shall perform at least 50 percent of the cost of contract performance incurred for personnel with its own employees. (13 C.F.R 126.700(a)(1).

(4) The applicable SBA District Director may waive subparagraph (b)(2) of this clause where he or she makes a written determination that larger amounts of subcontracting are essential during certain stages of performance, provided that the contractor and the Contracting Officer provide written assurances that at least 50

percent of the total cost of contract performance incurred for personnel shall be expended for employees of the concern. If SBA authorizes the contractor to exceed the subcontracting limitations and the contractor does not ultimately expend at least 50 percent of the total cost of contract performance incurred for personnel with employees of the concern, SBA will not grant future waivers to the contractor.

(d) Reporting

The Contractor shall electronically submit the "Special Report for 50% Performance" signed by the Prime Program Manager to the Contracting Officer and to the SPAWAR Small Business Office in accordance with Section J, Exhibit B. This submission may be to a central website. The offeror shall maintain a tracking system for all reported data that is searchable and capable of producing reports sorted by any data element. The reports shall be submitted in the format of Attachment 8. The offeror shall provide emergent reports at the request of the Contracting Officer.

(e) The Government will use the content of any report submitted by the Contractor to the Government under this clause during award term evaluations and may use its content on the Contractor's Performance Assessment Report.

H-18 State Sales Tax Exemption (OCT 2003) SPAWAR H-360

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

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

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

(d) No exemption certificate is required.

H-19 Additional Ordering Procedures For Technical Data And Computer Software Delivered Under A Task Order.

(a) The purpose of this clause is to describe additional ordering procedures applicable to the issuance of task orders under this contract irrespective of whether the Government decides to issue a task order on a sole-source basis.

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

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

H-20 Proposal Preparation Costs

The costs for preparation of cost/price proposals, and technical proposals, if required, for Task Orders, shall be charged by the contractor as an indirect expense and shall not be reimbursed by the government as a direct cost under this contract.

H-21 5252.227-9402 Qualified U.S. Contractors For Export-Controlled Technical Data (Jan 1992)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:
(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contract is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States.
(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. contractor is engaged, or plans to engage. The purpose for which the data is needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.
(3) The U.S. contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.
(4) The U.S. contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.
(5) To the best of its knowledge and belief, the U.S. contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

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

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

H-22 Release Of Planning, Programming, And Budgeting System (PPBS) Data

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

(1) Planning phase.
(2) Defense Planning Guidance.
(3) Programming Phase.
(4) Fiscal Guidance (when separate from Defense Planning guidance).

(5) Program Objective Memoranda.
(6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
(7) Program review Proposals.
(8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
(9) Proposed Military Department Program Reductions (or Program Offsets).
(10) Tentative Issue Decision Memoranda.
(11) Program Decision Memoranda.
(12) Budgeting Phase.
(13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
(14) Classified P1, R1 and C1.
(15) Program Budget Decisions and Defense Management Report Decisions.
(16) Reports Generated by the Automated Budget Review System (BRS).
(17) DD 1414 Base for Reprogramming.
(18) DD 1416 Report of Programs.
(19) Contract Award Reports.
(20) Congressional Data Sheets.
(21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's of the contractor's organization), company or Government representative.

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company and subsidiaries (if any), and any financial interests they have in current or future systems and services being acquired by the Navy.

(d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Solicitation N00039-03-R-0033 as the term PPBS is defined in Clause H-22 of that contract to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components.

SIGNATURE _____
TYPED NAME _____
DATE _____

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

(1) terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service"
(2) include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.
(3) resort to such other rights and remedies as provided for under this contract and under Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

Section I - Contract Clauses

Section I-1 - Clauses Incorporated By Reference

FAR 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://www.arnet.gov/far/loadmainre.html

Section I-1 - Clauses Incorporated By Reference

FAR SOURCE	TITLE AND DATE
52.202-1	Definitions (Dec 2001)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2003)
52.204-2	Security Requirements (Aug 1996)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (Aug 2000)
52.204-7	Central Contractor Registration (Oct 2003)
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.211-15	Defense Priority and Allocation Requirements (Sep 1990)
52.215-2	Audit and Records -- Negotiation (Jun 1999)
52.215-8	Order of Precedence -- Uniform Contract Format (Oct 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 1997)
52.215-13	Subcontractor Cost or Pricing Data – Modifications (Oct 1997)
52.215-14	Integrity of Unit Prices (Oct 1997)
52.215-15	Pension Adjustments and Asset Reversions (Jan 2004)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)
52.215-19	Notification of Ownership Changes (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997)

52.215-21 ALT I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications -- Alternate I (Oct 1997)
52.215-21 ALT II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications -- Alternate II (Oct 1997).
52.216-7	Allowable Cost and Payment (Dec 2002)
52.216-8	Fixed Fee (Mar 1997)
52.219-6	Notice of Total Small Business Set-Aside (Jun 2003)
52.219-8	Utilization of Small Business Concerns (Oct 2000)
52.222-3	Convict Labor (Jun 2003)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Apr 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
52.222-36	Affirmative Action for Workers With Disabilities (Jun 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)
52.223-6	Drug-Free Workplace (May 2001)
52.223-14	Toxic Chemical Release Reporting (Aug 2003)
52.225-13	Restrictions on Certain Foreign Purchases (Oct 2003)
52.227-1	Authorization and Consent (Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-10	Filing of Patent Applications -- Classified Subject Matter (Apr 1984)
52.228-3	Workers Compensation Insurance (Defense Base Act) (Apr 1984)
52.228-5	Insurance-Work on a Government Installation (Jan 1997) [FFP]
52.228-7	Insurance-Liability to Third Persons (Mar 1996)
52.229-3	Federal, State, and Local Taxes (Apr 2003) [FFP]
52.230-2	Cost Accounting Standards (Apr 1998)
52.230-6	Administration of Cost Accounting Standards (Nov 1999)
52.232-1	Payments (Apr 1984)
52.232-8	Discounts for Prompt Payment (Feb 2002) [FFP]
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-16	Progress Payments (Apr 2003) [FFP]
52.232-17	Interest (Jun 1996)
52.232-18	Availability of Funds (Apr 1984)
52.232-20	Limitation of Cost (Apr 1984)
52.232-22	Limitation of Funds (Apr 1984)

52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Oct 2003)
52.232-25 ALT I	Prompt Payment (Oct 2003) -- Alternate I (Feb 2002)
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003)
52.233-1	Disputes (Jul 2002)
52.233-1 ALT I	Disputes (Jul 2002) -- Alternate I (Dec 1991)
52.233-3	Protest After Award (Aug 1996)
52.233-3 ALT I	Protest After Award (Aug 1996) -- Alternate I (Jun 1985)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-3	Continuity of Services (Jan 1991)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-3	Penalties for Unallowable Costs (May 2001)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (Jul 1995)
52.243-1	Changes -- Fixed Price (Aug 1987)
52.243-1 ALT I	Changes -- Fixed Price (Aug 1987) -- Alternate I (Apr 1984)
52.243-2	Changes -- Cost-Reimbursement (Aug 1987)
52.243-2 ALT I	Changes -- Cost-Reimbursement (Aug 1987) -- Alternate I (Apr 1984)
52.244-2	Subcontracts (Aug 1998)
52.244-2 ALT I	Subcontracts -- Alternate I (Aug 1998)
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items (Apr 2003)
52.245-8	Liability for the Facilities (Jan 1997)
52.246-25	Limitation of Liability - Services (Feb 1997)
52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)
52.248-1	Value Engineering (Feb 2000)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Sep 1996)
52.249-6	Termination (Cost-Reimbursement) (Sep 1996)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.249-14	Excusable Delays (Apr 1984)
52.251-1	Government Supply Sources (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
DFARS SOURCE	**TITLE AND DATE**
252.201-7000	Contracting Officer's Representative (Dec 1991)

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Mar 1999)
252.203-7002	Display of DoD Hotline Poster (Dec 1991)
252.204-7000	Disclosure of Information (Dec 1991)
252.204-7002	Payment for Subline Items Not Separately Priced (Dec 1991)
252.204-7003	Control of Government Personnel Work Product (Apr 1992)
252.204-7004 (ALT A)	Required Central Contractor Registration -- Alternate A (Nov 2003)
252.204-7005	Oral Attestation of Security Responsibilities (Nov 2001)
252.205-7000	Provision of Information to Cooperative Agreement Holders (Dec 1991)
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Mar 1998)
252.215-7000	Pricing Adjustments (Dec 1991)
252.219-7009	Section 8(a) Direct Award (Mar 2002)
252.223-7004	Drug-Free Work Force (Sep 1988)
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993)
252.225.7004	Reporting Of Contract Performance Outside The United States (Apr 2003)
252.225-7021	Trade Agreements (Jan 2004)
252.225-7031	Secondary Arab Boycott Of Israel (Apr 2003)
252.226-7001	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises--DoD Contracts (Sep 2001)
252.227-7000	Non-Estoppel (Oct 1996)
252.227-7002	Readjustment of Payments (Oct 1996)
252.227-7013	Rights in Technical Data -- Noncommercial Items (Nov 1995)
252.227-7014	Rights in Noncommercial Computer Software And Noncommercial Computer Software Documentation (Jun 1995)
252.227-7016	Rights in Bid or Proposal Information (Jun 1995)
252.227-7019	Validation Of Asserted Restrictions—Computer Software (Jun 1995)
252.227-7025	Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (Jun 1995)
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software (Apr 1988)
252.227-7030	Technical Data--Withholding of Payment (Mar 2000)
252.227-7036	Declaration of Technical Data Conformity (Jan 1997)
252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 1999)
252.231-7000	Supplemental Cost Principles (Dec 1991)
252.232-7003	Electronic Submission of Payment Requests (Jan 2004)
252.232-7004	DoD Progress Payment Rates (Feb 1996)
252.242-7000	Postaward Conference (Dec 1991)

252.243-7001	Pricing of Contract Modifications (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)
252.246-7001 ALT II	Warranty of Data (Dec 1991)--Alternate II (Dec 1991)
252.247-7023	Transportation of Supplies by Sea (May 2002)
252.251-7000	Ordering from Government Supply Sources (Oct 2002)

Section I-2 - Clauses Incorporated In Full Text

FAR 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the base and earned award term periods of performance.

(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.

FAR 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 the maximum contract amount;

(2) Any order for a combination of items in excess of the maximum contract amount; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraphs (b)(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 two 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.

FAR 52.216-22 Indefinite Quantity (Oct 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 364 days after expiration of the last performance period..

FAR 52.219-14 Limitations on Subcontracting (Dec 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.
(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-
(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

FAR 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond *(to be specified on task orders)*. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond *(to be specified on task orders)*, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

FAR 52.245-2 Government Property (Fixed-Price Contracts) (Jun 2003)--Alternate I (Apr 1984) (Deviation)

As prescribed in 45.106(b)(2), substitute the following paragraph (g) for paragraph (g) of the basic clause:

(g) *Limited risk of loss*. (1) The term "Contractor's managerial personnel," as used in this paragraph (g), means the Contractor's directors, officers, and any of the Contractor's 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 Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs (3) and (4) below.

(3) 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.

(4)(i) If the Contractor fails to act as provided in subdivision (g)(3)(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 nonacceptance 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.

(5) 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.

(6) 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.

(7) 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, 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)(7) 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 such equitable adjustment.

(8) The Contractor represents that it is not including in the price and agrees it will not hereafter include in any price to the Government any charge or reserve for insurance (including any self-insurance fund or reserve) covering 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.

(9) 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.

(10) 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.

FAR 52.245-5 Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (Jun 2003) (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 nonacceptance 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 and its outlying areas, 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.

FAR 52.245-8 Liability For The Facilities (JAN 1997) (DEVIATION)

(a) The term "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--
(1) All or substantially all of the Contractor's business;
(2) All or substantially all of the Contractor's operations at any one plant or separate location in which the facilities are installed or located; or
(3) A separate and complete major industrial operation in connection with which the facilities are used.

(b) The Contractor shall not be liable for any loss or destruction of, or damage to, the facilities, or for expenses incidental to such loss, destruction, or damage, except as provided in this clause.

(c) The Contractor shall be liable for loss or destruction of, or damage to, the facilities, and for expenses incidental to such loss, destruction, or damage--
(1) 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;
(2) 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;
(3) For which the Contractor is otherwise responsible under the express terms of this contract;
(4) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
(5) That results from a failure, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel--

(i) To establish, maintain, and administer a system for control of the facilities in accordance with the "Property administration" paragraph of the Government Property clause; or

(ii) To maintain and administer a program for maintenance, repair, protection, and preservation of the facilities, in accordance with the "Property administration" paragraph of the Government Property clause, or to take reasonable steps to comply with any appropriate written direction that the Contracting Officer may prescribe as reasonably necessary for the protection of the facilities. If the Government Property clause does not include the "Property administration" paragraph, then the Contractor shall exercise sound industrial practice in complying with the requirements of this subdivision (c)(5)(ii).

(d)(1) If the Contractor fails to act as provided by subparagraph (c)(5) 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 nonacceptance 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.

(2) Furthermore, 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—

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

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

(e) If the Contractor transfers facilities 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 facilities. 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 facilities 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 the facilities in as good condition as when received, except for reasonable wear and tear or for their utilization in accordance with the provisions of the prime contract.

(f) Unless expressly directed in writing by the Contracting Officer, the Contractor shall not include in the price or cost under any contract with the Government the cost of insurance (including self-insurance) against any form of loss, destruction, or damage to the facilities. Any insurance required under this clause shall be in such form, in such amounts, for such periods of time, and with such insurers (including the Contractor as self-insurer in appropriate circumstances) as the Contracting Officer shall require or approve. Such insurance shall provide for 30 days advance notice to the Contracting Officer, in the event of cancellation or material change in the policy coverage on the part of the insurer. Documentation of insurance or an authenticated copy of such insurance shall be deposited promptly with the Contracting Officer. The Contractor shall, not less than 30 days before the expiration of such insurance, deliver to the Contracting Officer documentation of insurance or an authenticated copy of each renewal policy. The insurance shall be in the name of the United States of America (Agency Name), the Contractor, and such other interested parties as the Contracting Officer shall approve, and shall contain a loss payable clause reading substantially as follows:
"Any loss under this policy shall be adjusted with (Contractor) and the proceeds, at the direction of the Government, shall be paid to (Contractor). Proceeds not paid to (Contractor) shall be paid to the office designated by the Contracting Officer."

(g) When there is any loss or destruction of, or damage to, the facilities with the exception of low value property for which the loss, damage, or destruction is required to be reported at contract termination, completion, or when needed for continued contract performance--

(1) The Contractor shall promptly notify the Contracting Officer and, with the assistance of the Contracting Officer, shall take all reasonable steps to protect the facilities from further damage, separate the damaged and undamaged facilities, put all the facilities in the best possible order, and promptly furnish to the Contracting Officer (and in any event within 30 days) a statement of--

(i) The facilities lost or damaged;

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

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

(iv) Any insurance covering any part of or interest in such commingled property;

(2) The Contractor shall make such repairs, replacements, and renovations of the lost, destroyed, or damaged facilities, or take such other action as the Contracting Officer may direct in writing; and

(3) The Contractor shall perform its obligations under this paragraph (g) at Government expense, except to the extent that the Contractor is liable for such damage, destruction, or loss under the terms of this clause, and except as any damage, destruction, or loss is compensated by insurance.

(h) The Government is not obliged to replace or repair the facilities that have been lost, destroyed, or damaged. If the Government does not replace or repair the facilities, the right of the parties to an equitable adjustment in delivery or performance dates, price, or both, and in any other contractual condition of the related contracts affected shall be governed by the terms and conditions of those contracts.

(i) Except to the extent of any loss or destruction of, or damage to, the facilities for which the Contractor is relieved of liability, the facilities shall be returned to the Government or otherwise disposed of under the terms of this contract (1) in as good condition as when received by the Contractor, (2) improved, or (3) as required under the terms of this contract, less ordinary wear and tear.

(j) If the Contractor is in any way compensated (excepting proceeds from use and occupancy insurance, the cost of which is not borne directly or indirectly by the Government) for any loss or destruction of, or damage to, the facilities, the Contractor, as directed by the Contracting Officer, shall--

(1) Use the proceeds to repair, renovate, or replace the facilities involved; or

(2) Pay such proceeds to the Government.

(k) The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss or destruction of, or damage to, the facilities. Upon the request of the Contracting Officer, the Contractor shall furnish to the Government, at Government expense, 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.

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the Naval Criminal Investigative Service (NCIS), Code 24; by telephone, DSN 228-9113 or commercial (202) 433-9113.

Section J - List Of Attachments

List Of Attachments

Attachment 1 - Statement of Objectives

Attachment 2 - DoD Contract Security Classification Specification (DD 254) (separate file)

Attachment 3 - Award Term Plan (Functions as Performance Requirements Summary)

Attachment 4 - Cost Proposal Format (separate file)

Attachment 5 - Relevant Experience Form

Attachment 6 - Past Performance Questionnaire

Attachment 7 - Resume Format

Attachment 8 - Special Report Format to Demonstrate Performance of 50% of Work

Attachment 9 - Standard Monthly Report Format (separate file)

Attachment 10 - Contractor Employee Non-Disclosure Agreement (NDA)

Attachment 11 - Technical Data Certification from Section K

List of Exhibits

Exhibit A – Standard Monthly Status Report (separate file)

Exhibit B – Special Report for 50 % Performance (separate file)

ATTACHMENT 1

STATEMENT OF OBJECTIVES

1.0 INTRODUCTION AND SCOPE

The Space and Naval Warfare Systems Command (SPAWAR), PEO-C4I and Space, and their affiliated organizations, PEO-IT, PEO(T), NMCI, PEO-LMW, and Echelon III Commands, are responsible for the architecture, integration, acquisition and support of integrated and interoperable information solutions to support the national defense and the delivery of specific systems. These Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) solutions include a complete end-to-end capability, from shipboard systems and Satellite Communications (SATCOM) links to the shore-based infrastructure that supports the Fleet. These solutions include, but are not limited to, Battle Management Systems; Undersea, Terrestrial and Space Sensors; Information Transfer Systems; Joint and Naval Satellite Communications Systems and Information Management Systems. The organizations also provide robust space capabilities to the Fleet and the Nation, providing SATCOM capabilities and partnering with the National Reconnaissance Office. In addition, SPAWAR is the Navy C4I Chief Engineer and the FORCEnet Chief Engineer. General descriptions of the above organizations are available through the SPAWAR web site: http://www.spawar.navy.mil.

The mission of SPAWAR is to enable knowledge superiority to the war fighter through the development, acquisition, and life cycle support of effective, capable, and integrated C4ISR, IT, and space systems. The mission of PEO-C4I and Space is similar; to acquire, integrate, deliver and support interoperable C4I & space systems enabling seamless operations for the fleet, joint, and coalition war fighter.

This Statement of Objectives (SOO) addresses the support services required in the areas of Systems Engineering, Test and Evaluation, Installation Support, and Integrated Logistics. Services will be in performed at fixed sites and mobile platforms in both U.S. and non-U.S. locations. These services shall be accomplished through the execution of written Task Orders (TOs). Individual TOs will utilize Performance Based methodology to the maximum extent possible. The TOs will also require cooperation among the contractors awarded under this solicitation in order to optimize the work product delivered.

2.0 REFERENCE DOCUMENTS

Task Orders will identify any reference documents or GFI/GFM applicable to the order. Reference materials include, but are not limited to DoD 5000, Federal Acquisition Regulations, and the SPAWAR/PEO-C4ISR Acquisition Program Structure Guide; Business Financial Manager's Manual; Program Manager's Handbook; Scheduling Guide; System Engineering Guide; Technology Alignment and Transition Guide and the SPAWAR Contract Procedures and Policy Memoranda. TOs will identify the evaluation criteria from the Award Term Plan to which the effort under the TO applies. Deliverables will also be specified in the TOs.

3.0 REQUIREMENTS

3.0.1 General Requirements

a. Services shall be accomplished through the execution of written TOs. TOs may require the contractor to support efforts that require access to information classified up to and including incidental Top Secret/SCI. The contract(s) will require some, but not all, of the personnel provided by the contractor to have clearances up to that level.

B. The contractor shall utilize software applications and provide work products that are compatible with those used by the organizations cited above.

C. Work performed under this contract shall comply with federal government policies, practices, and regulations as well as those unique to the department of defense (dod), the department of the navy, and the organizations cited above as specified in the tos.

3.0.2 Classified/Sensitive Reference Material

The contractor shall provide classified/sensitive material storage and retrieval as required by the Task Orders (TOs) and in accordance with the DD 254 included in this contract.

3.0.3 Media Capabilities

The contractor shall have the capability to generate, compile and display various media utilizing software compatible with the government as required by the TOs.

3.1 Technical Requirements

Support services will be required in the areas of Systems Engineering, Test and Evaluation, Installation Support, and Integrated Logistics.

3.2 Systems Engineering: The Contractor shall provide engineering support services to individual programs, systems and/or subsystems to assist respective managers in the design, development, production, installation and testing of both hardware and software C4ISR equipment and systems. Tasks may include, but are not limited to:

(a) Prime Mission Products Engineering
(b) Hardware Engineering Services
(c) Software Engineering Services
(d) Systems Engineering Management
(e) Systems Effectiveness and Logistics Engineering
(f) Configuration Management
(g) Architecture Design and Evaluation
(h) Joint and Cross Service Systems Analysis
(i) Joint Integration and Interoperability (JI&I) research for services/combatant commands
(j) Deployable Joint C2 software analysis
(k) Performance Metrics

(l) Spectrum Management
(m) Information Assurance

3.3 Test and Evaluation: The contractor shall perform and/or monitor Test and Evaluation (T&E) execution for system/subsystem tests, end-to-end tests, and demonstrations for various systems and joint exercises with the fleet units. The efforts will provide support and deliverables in the form of, but not limited to:

(a) Test and Evaluation Planning
(b) Developmental Test and Evaluation
(c) Operational Test and Evaluation
(d) Follow-On Test and Evaluation
(e) Other Testing (i.e., interoperability, security)

3.4 Installation Support: The contractor shall perform the planning, designing, developing, monitoring, reviewing, and engineering of site/platform installation/facilities support in areas such as facility improvements, utilities and environmental requirements. Operational facilities could be on ships, aircraft, submarines, and shore facilities. Tasks may include, but are not limited to, the following:

(a) Refurbishment, recovery, and storage plans of various systems
(b) Planning, design, construction, and equipment layout and installation of new system sites of new facilities or existing facilities
(c) Planning facility design, scheduling and installation/deinstallation of various equipment.
(d) Impact of changes in program direction on existing and planned facilities
(e) Computer Aided Design (CAD) review services in support of facility design
(f) Ashore and afloat site surveys
(g) Base Electronic System Engineering Plans (BESEPs) and Acceptance Test Procedures
(h) Physical Accreditation Checklists
(i) Tempest Vulnerability Assessment Requests (TVARs)
(j) Automated Information System (AIS) Security Checklists

3.5 Integrated Logistics: The contractor shall coordinate with SPAWARSYSCOM Logistics & Installation offices, with tasks including but not limited to:

(a) Logistics Support Management
(b) Logistics Support Documentation
(c) Logistics Engineering
(d) Manpower, Personnel & Training
(e) Supply Support
(f) Support & Test Equipment
(g) Packaging, Handling, Storage & Transportation
(h) Computer Resources Support
(i) Facilities
(j) Maintenance Planning
(k) Technical Data

ATTACHMENT 2

DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD 254)

(SEPARATE FILE)

Attachment 3

Award Term Plan

For

MAJOR SERVICES ACQUISITION
Engineering, Logistics, Installation and Test & Eval.
Small Business Set-Aside Contracts

SUBMITTED:	APPROVED:
Mark R. Schwarz	Dennis W. Bar
Procuring Contracting Officer	Term Determining Official

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1.0 INTRODUCTION

This Award Term Plan is the basis for the Organizations, as defined in the Statement of Objectives (SOO) Attachment 1, to evaluate contractors' performance and to present an assessment of that performance to the Term Determining Official (TDO). The TDO will utilize the performance assessment information generated as a result of this plan to determine whether a contractor has earned award terms or lost previously earned award terms. This plan describes specific criteria and procedures used for assessing contractors' performance and for determining award terms earned or lost. Evaluations will be conducted at the task order level and will roll-up to an overall assessment of contract performance (See Annex 3).

Contracts awarded under this solicitation will have a two-year base period and a maximum of four six-month award terms. All TDO decisions and the methodology used to determine award terms are unilateral actions made solely at the discretion of the Government. This plan may be changed during contract performance according to the procedures detailed in paragraph 5.0. Any award terms earned will be reflected in unilateral contract modifications based upon determinations by the TDO. Award terms earned by contractors may be cancelled by the government if the requirement no longer exists, funding is unavailable, the contract is terminated, the Major Services Acquisition is cancelled or the award term is lost by the contractor's evaluated substandard performance.

The contracts resulting from this solicitation utilize performance-based methodology. Since they are indefinite delivery – indefinite quantity (IDIQ) contracts, the performance work statements (PWS) or Statements of Objectives (SOO) are found on individual task orders. The remaining elements characterizing performance-based contracts, i.e. performance standards, a quality assurance plan and incentives (both positive and negative), are found in this award term plan. Individual task orders list pertinent performance requirements and detail the linkage of those requirements to the evaluation criteria in this plan. The performance standards for evaluation criteria are the adjectival ratings necessary to earn (or lose) award terms as described in this plan. The quality assurance plan is the annual process of performance monitors rating applicable evaluation criteria as described in this plan. And the incentives are the actual award terms earned or lost as a result of contractor performance. As such, this award term plan also functions as a Performance Requirements Summary (PRS).

2.0 ORGANIZATION

The award-term organization includes the TDO and an Award-Term Review Board (ATRB) consisting of a chairperson, the contracting officer, a recorder, other functional area participants, advisory members, and selected performance monitors. Annex 1 provides additional detail on the organization.

3.0 RESPONSIBILITIES

a. Term-Determining Official. The TDO approves the award-term plan and any major changes to it. The TDO reviews the recommendations of the ATRB, considers all pertinent data, and determines whether award terms are earned or lost for each evaluation period. The TDO may designate an alternate to act in his/her place should the need arise.

b. Award-Term Review Board Chairperson. The ATRB chairperson chairs the meetings of the ATRB and appoints the non-mandatory members of the board. The ATRB chairperson briefs the TDO on contractors' overall performance and recommends whether award terms are earned or lost. He/she also recommends award term plan major changes to the TDO.

c. Award-Term Review Board Members. ATRB members review performance monitors' evaluation of contractors' performance, consider all information from pertinent sources including contractors' self-assessments and prepare a summary report supporting the recommendation to the TDO whether award terms should be earned or lost. The ATRB will also draft recommended changes to this plan.

d. ATRB Recorder. The ATRB recorder is responsible for coordinating the administrative requirements of the performance monitors, the ATRB, and the TDO. The recorder prepares the official minutes/report of each ATRB session. The recorder may be a support contractor who is not a prime or subcontractor under this solicitation. The recorder is a non-voting member of the ATRB.

e. Procuring Contracting Officer (PCO). The PCO is the liaison between contractor and government personnel. Subsequent to the TDO decision, the PCO modifies the contract period of performance, as necessary, to reflect the decision. The PCO may make changes to the Annexes of this plan without prior TDO approval.

f. Performance Monitors. Performance monitors maintain written records of contractors' performance for their task orders so that a fair and accurate evaluation is obtained. Monitors prepare interim and end-of-period evaluation reports, and submit them as directed by the ATRB.

4.0 AWARD-TERM PROCESSES

a. Evaluation Periods. A formal assessment of contractors' performance will be done annually. An interim evaluation will be conducted six months prior to the formal annual assessment. The annual assessment may result in contractors earning or losing six-month or one-year award terms, or may result in no change to the term of the contract. Interim evaluations are advisory, providing mid-year performance feedback, and will not result in earning or losing award terms. Annex 2 lists dates for evaluation periods and the performance scores precipitating earning or losing award terms. Award terms may be earned during the first annual assessment, however, none are available to lose. Consequently, since the base period of the contract is two years, an unsatisfactory rating on the first annual assessment may result in termination prior to the end of the two-year base period of performance.

b. Evaluation Criteria. Evaluation criteria and rating/performance standards are listed in Annex 3. Evaluation criteria and their relative weight may change during the life of the contract. Changes to evaluation criteria will be handled in accordance with paragraph 5.0.

c. Interim Evaluations. Interim evaluations will be conducted six months prior to the formal annual assessment, or at other times at the discretion of the TDO. The ATRB Chairman or Recorder notifies ATRB members and performance monitors two weeks before the interim evaluation date (first weekday of February). Performance monitors submit their interim evaluations to the ATRB by the interim evaluation date (first weekday of February). Annex 4 is the Interim Evaluation/Formal Assessment form. The ATRB determines interim evaluation ratings and prepares a brief summary report of the strengths and weaknesses of each contractor. The ATRB Chairman provides the applicable summary report to each contractor and all reports to the TDO two weeks after the first weekday of February. TDO approval of interim evaluations is not required. Contractor self-assessments are not required for interim evaluations. Proposed changes to the award term plan may be raised at this point. The PCO notify contractors at any other time when it is deemed necessary to highlight areas of government concern.

d. Formal Annual Assessments. Formal assessments will be conducted annually. The formal annual assessment date is the first weekday of August. The ATRB Chairman or Recorder notifies ATRB members, performance monitors and contractors one month before the annual assessment date. Performance monitors submit their annual assessments to the ATRB by the formal assessment date. Contractors shall submit written self-assessments to the PCO by the annual assessment date. Self-assessments should address applicable evaluation criteria and may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance. The self-assessment may not exceed one page per task order. A separate contract-level document of up to three pages may be submitted for the Small Business criteria.

The ATRB Chairman, at his/her discretion, may convene one or more forums with selected contractor and performance monitor personnel present to clarify and resolve differing viewpoints represented on the contractor self-assessments and performance monitor assessments. The ATRB proposes assessment ratings and prepares a summary report of the strengths and weaknesses of each contractor. The report shall support a recommendation to the TDO whether, and to what extent, award terms should be earned or lost. The ATRB Chairman shall brief the assessment report and recommendation to the TDO. The TDO determines the overall assessment ratings and award-terms earned or lost within one month of the formal annual assessment date. The TDO provides written notification to each contractor of their overall assessment rating and award-terms earned or lost. The PCO modifies each applicable contract period of performance to reflect the TDO's decision within two weeks of that decision.

5.0 AWARD-TERM PLAN CHANGE PROCEDURE

Either the Government or contractors may propose changes to the award-term plan. The Government may make unilateral changes to the plan for evaluation periods that have not already begun. All contractor proposed changes, and any changes proposed to take effect in evaluation periods that have already begun, will be bilaterally negotiated. The PCO will provide written notification of plan changes to the contractor prior to the changes taking effect. If the PCO does not give written notice to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following evaluation period.

ANNEX 1

AWARD TERM ORGANIZATION

Members

Term Determining Official:	**Deputy PEO – C4I and Space**
Award Term Review Board Chairperson:	**MSA Program Mgr./COR**
Award Term Review Board Members:	
* Contracting Officer	**Code 02**
2 Technical Representatives	**PEO- C4I**
1 Technical Representative	**SPAWAR HQ**
* Recorder	**PBSA Support Contractor**

* These are mandatory members. The Recorder is a non-voting member. Representatives from PEO-IT, NMCI, PEO-LMW and SPAWAR Echelon III Commands may serve as non-voting subject matter experts.

PERFORMANCE MONITORS

Performance on applicable evaluation criteria will be rated on a task order basis. As such, the technical point of contact for each task order will be a performance monitor. There will be no "super" performance monitors assigned oversight of each unique evaluation criteria. Technical representatives on the award term board may be performance monitors, at the discretion of the Chairperson.

ANNEX 2

AWARD TERM ALLOCATION BY EVALUATION PERIODS

The award term earned by the contractor will be determined at the completion of evaluation periods shown below. Available award terms shown corresponding to each period are the maximum available award term amounts that can be earned during that particular period.

Evaluation Period	From	To	Available Award Terms
1	Date of Award	September 30, 2005	2 6-month Award Terms
	Interim Evaluation	1st weekday of Feb	
	Formal Assessment	1st weekday of Aug	
2	October 1, 2005	September 30, 2006	2 6-month Award Terms
	Interim Evaluation	1st weekday of Feb	
	Formal Assessment	1st weekday of Aug	
3*	October 1, 2006	September 30, 2007	2 6-month Award Terms**
	Interim Evaluation	1st weekday of Feb	
	Formal Assessment	1st weekday of Aug	

* Evaluation period 3 will be used to address the special circumstance of contractors who have earned less than the maximum number of award terms, but whose performance is now exceptional.
** A maximum of 4 6-month award terms are available through the life of the contract.

As described in Annex 3, performance will be rated using five adjectives:

Exceptional
Very Good
Satisfactory
Marginal
Unsatisfactory

Award Terms Earned/Lost	Evaluation Periods 1 and 2	Evaluation Period 3
2 6-month terms earned	Exceptional	Exceptional **
1 6-month term earned	Very Good	Exceptional **
Nothing earned or lost	Satisfactory	Satisfactory/Very Good
1 6-month term lost	Marginal	Not applicable
2 6-month terms lost	Unsatisfactory*	Not applicable

* See paragraph 4.0a regarding an unsatisfactory rating in the 1st evaluation period.
** The TDO may grant remaining unearned award terms (1 or 2) during this evaluation period.

ANNEX 3
EVALUATION CRITERIA

CRITERIA	WEIGHT
Cost Performance	50%
Technical Effectiveness	25%
Schedule Performance	15%
Customer Satisfaction	10%

Cost Performance This area rates the contractor's performance in providing affordable solutions. Considerations upon which to base ratings may include, but are not limited to:

- direct labor rate averages experienced during contract/task order performance compare favorably to proposed averages contractually and by task order
- contractor stays within the negotiated cost/price for each task order
- contractor identifies opportunities for cost savings/avoidance
- invoices are submitted without inaccuracies; disputed costs are resolved promptly
- contractor's monthly report accurately displays current cost data

RATING/PERFORMANCE STANDARDS

Exceptional	Direct labor rate averages remain within +/- 2% of proposed task order direct labor rate averages and remain within +/- 2% of proposed basic contract direct labor rate averages after taking annual escalation into account.
Very Good	Direct labor rate averages remain within +/- 5% of proposed task order direct labor rate averages and remain within +/- 5% of proposed basic contract direct labor rate averages after taking annual escalation into account.
Satisfactory	Direct labor rate averages remain within +/- 10% of proposed task order direct labor rate averages and remain within +/- 10% of proposed basic contract direct labor rate averages after taking annual escalation into account.
Marginal	Direct labor rate averages remain within +/- 15% of proposed task order direct labor rate averages and remain within +/- 15% of proposed basic contract direct labor rate averages after taking annual escalation into account.
Unsatisfactory	Direct labor rate averages exceed 15% of proposed task order direct labor rate averages and exceed 15% of proposed basic contract direct labor rate averages after taking annual escalation into account.

TECHNICAL EFFECTIVENESS: THIS AREA RATES THE CONTRACTOR'S PERFORMANCE IN THE PROFESSIONAL DISCIPLINE OR SCOPE CATEGORY CALLED FOR IN THE TASK ORDER WORK DESCRIPTION. CONSIDERATIONS UPON WHICH TO BASE RATINGS MAY INCLUDE, BUT ARE NOT LIMITED TO:

- quality of services provided by contractor personnel
- quality of deliverables generated by the contractor
- quality of staff for both key and non-key personnel
- contractor's adaptability to technical changes affecting the task order
- technical innovation and improvements initiated by the contractor

RATING/PERFORMANCE STANDARDS*

Exceptional	95% or more of deliverables submitted to the government meet or exceed customer quality requirements, or, meet or exceed the technical requirements specified in the task order.
Very Good	85-94% of deliverables submitted to the government meet or exceed customer quality requirements, or, meet or exceed the technical requirements specified in the task order.
Satisfactory	75-84% of deliverables submitted to the government meet or exceed customer quality requirements, or, meet or exceed the technical requirements specified in the task order.
Marginal	65-74% of deliverables submitted to the government meet or exceed customer quality requirements, or, meet or exceed the technical requirements specified in the task order.
Unsatisfactory	Less than 65% of deliverables submitted to the government meet or exceed customer quality requirements, or, meet or exceed the technical requirements specified in the task order.

Schedule Performance This area rates the contractor's performance in providing timely work products. Considerations upon which to base ratings may include, but are not limited to:

- skilled labor and conforming deliverables are provided on a timely basis
- task order cost proposals are timely, conform to the contractor's estimating system, are consistent in format and sufficient in supporting detail for government analysis
- contractor is responsive to emergent data calls

RATING/PERFORMANCE STANDARDS*

Exceptional	95% or more of deliverables are submitted to the government on schedule or earlier.
Very Good	85-94% of deliverables are submitted to the government on schedule or earlier.
Satisfactory	75-84% of deliverables are submitted to the government on schedule or earlier.
Marginal	65-74% of deliverables are submitted to the government on schedule or earlier.
Unsatisfactory	Less than 65% of deliverables are submitted to the government on schedule or earlier.

Customer Satisfaction This area rates the contractor's performance in meeting its customers' expectations, coordinating the efforts of its own team and keeping the appropriate government personnel appraised of its efforts. This area may be rated at either or both the contract and task order level. Considerations upon which to base ratings may include, but are not limited to:

- contractor cooperates in the implementation of common processes and maintains a positive working relationship with other multiple awardees
- contractor is faithfully executing its OCI mitigation processes/plans
- contribution of the contractor toward meeting the customer's goals
- communication, coordination and cooperation with appropriate government personnel
- contractor constructively participates in the award term evaluation process by submitting timely and succinct self-assessments

RATING/PERFORMANCE STANDARDS

Exceptional	Performance meets contractual requirements and exceeds many, to the government's benefit. The contractual performance of the criteria being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some, to the government's benefit. The contractual performance of the criteria being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The contractual performance of the criteria being assessed was accomplished with some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the criteria being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the criteria being assessed reflects a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

***** If performance standards under the Technical Effectiveness or Cost and Schedule Performance criteria are not applicable, use the above rating table.

Roll-up of Task Order Evaluations

Performance Monitors will rate each task order (TO) that is currently active, or has been physically competed during the evaluation period using the format in Annex 4. Completed rating forms will be sent electronically to the ATRB Recorder by the date specified in Annex 2. The contract-level rating will be applied to each TO.

The ATRB Recorder will calculate an overall rating for each TO using the following method.
Each Exceptional will receive a score of four.
Each Very Good will receive a score of three.
Each Satisfactory will receive a score of two.
Each Marginal will receive a score of one.
Each Unsatisfactory will receive a score of zero.

Cost Performance will be multiplied by its weight of 50%.
Technical Effectiveness will be multiplied by its weight of 25%.
Schedule Performance will be multiplied by its weight of 15%.
Customer Satisfaction will be multiplied by its weight of 10%.

The result will be a single score on a four-point scale. **Example for TO ABC:**

Cost Performance: Rating – Exceptional	4 X 50% = 2.00
Technical Effectiveness: Rating – Very Good	3 X 25% = 0.75
Schedule Performance: Rating - Satisfactory	2 X 15% = 0.30
Customer Satisfaction: Rating – Marginal	1 X 10% = 0.10
TASK ORDER ABC SCORE	**3.15**

Each TO will have equal weight. After every TO has been rated, the individual TO scores will be summed, and then divided by the total number of TOs rated. The result is a contract level score. The relationship between evaluation ratings and contract level scores will be as follows:

Evaluation Rating	Contract Level Score	Award Terms Earned/Lost
Exceptional	3.51 – 4.00	2 6-month terms earned
Very Good	3.01 – 3.50	1 6-month term earned
Satisfactory	2.51 – 3.00	Nothing earned or lost
Marginal	2.01 – 2.50	1 6-month term lost
Unsatisfactory	< 2.00	2 6-month terms lost

ANNEX 4

Interim Evaluation/Formal Assessment Form

Contract/TO Number:	**Performance Period Being Evaluated: 1 2 3**
PREPARED BY (Name/Code):	**Value of Order:**

Award Term Scores					
EVALUATION CRITERIA	**EXCEPTIONAL**	**VERY GOOD**	**SAT**	**MARGINAL**	**UNSAT**
TECHNICAL EFFECTIVENESS					
COST & SCHEDULE PERFORMANCE					
MANAGEMENT EFFECTIVENESS					
CUSTOMER SATISFACTION *					

*** May be evaluated at the contract and/or task order level.**

COMMENTS (Exceptional and Unsat ratings must provide a brief rationale in this space.)

_____ _____
Signature of Evaluator Date

ATTACHMENT 4
Cost Proposal Format

(Separate File)

Attachment 5 – Relevant Experience Form

1. Complete Name of Reference (Government agency, commercial firm, or other organization)	
2. Complete Address of Reference	
3. Contract Number or other control number	4. Date of contract
5. Date work was begun	6. Date work was completed
7. Contract type, initial contract price, estimated cost and fee, or target cost and profit or fee	8. Final amount invoiced or amount invoiced to date
9a. Reference/Technical point of contact (name, title, address, telephone no. and email address)	9b. Reference/Contracting point of contact (name, title, address, telephone no. and email address)
10. Location of work (country, state or province, county, city)	
11. Current status of contract (choose one): [ ] Work continuing, on schedule [ ] Work continuing, behind schedule [ ] Work completed, no further action pending or underway [ ] Work completed, routine administrative action pending or underway	[ ] Work completed, claims negotiations pending or underway [ ] Work completed, litigation pending or underway [ ] Terminated for Convenience [ ] Terminated for Default [ ] Other (explain)
12. Provide a summary description of contract work, not to exceed one page in length. Describe the nature and scope of work, its relevancy to this contract, and a description of any problems encountered and your corrective actions. Attach the explanation to this form.	
13. Describe the extent to which your team members (subcontractors) on the instant solicitation contributed to the effort described in Block 12. Describe the extent to which the employees from your company who performed the effort described in Block 12 will be performing under this solicitation.	
14. SPAWAR is a DoN major systems acquisition command. Describe the nature of your customer on this contract. How is your customer similar to SPAWAR, or if not similar, how is your experience with this customer relevant to SPAWAR?	
15. Please attach CPARS evaluations for all portions of the past three years on this contract, if available. If customer evaluations, other than CPARS were completed, please attach them. Otherwise, your references will be contacted by the government to fill out a Past Performance Questionnaire.	

ATTACHMENT 6 –
PAST PERFORMANCE
QUESTIONAIRE

N00039-04-D-0008

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[DATE]
Page 1 of 4

Space and Naval Warfare Systems Command

Mark R. Schweer, Code 02E4
SPAWAR CONTRACTS, 4301 PACIFIC HIGHWAY
SAN DIEGO, CA 92110-3127

FAX

TO: _____ **AGENCY:**_____

PHONE:_____ **EMAIL:**_____

INFORMATION REQUEST

PAST PERFORMANCE

This office is currently in the process of awarding a competitive service contract. [CONTRACTOR NAME] has provided your name and organization as a reference regarding [CONTRACTOR'S NAME] record of past performance under Contract No. [CONTRACT NO.]. Specifically, we are looking for past performance information regarding the following areas:

a.) Quality of Product or Service - Conformance 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.

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

Thank you very much!
[PCO NAME]
Contracting Officer

CONTRACTOR PERFORMANCE EVALUATION SURVEY

CONTRACTOR NAME:_____ CONTRACT NUMBER:_____

EVALUATION PERIOD:_____ DELIVERY ORDER NO.:_____

GOVERNMENT TECHNICAL REPRESENTATIVE:

_____

Name (print) Code Phone

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

	EXCEPTIONAL	VERY GOOD	SATISFACTORY	MARGINAL	NOT SAITISFACTORY
a.) QUALITY OF PRODUCT OR SERVICE:					
(1) The Contractor provided a product or service that conformed to contract requirements, specifications, and standards of good workmanship					
(2) The Contractor submitted accurate reports.					
(3) The Contractor utilized personnel that were appropriate to the effort performed.					
b.) COST CONTROL:					
(1) The Contractor performed the effort within the estimated cost/price.					
(2) The Contractor submitted accurate invoices on a timely basis.					
(3) The Contractor demonstrated cost efficiencies in performing the required effort.					
(4) The actual costs/rates realized closely reflected the negotiated costs/rates.					
c.) SCHEDULE:					
(1) The tasks required under this effort were performed in a timely manner and in accordance with the period of performance of the contract.					
(2) The Contractor was responsive to technical and/or contractual direction.					

NOTE: For statements indicating "Exceptional" or "Not Satisfactory," please provide a brief explanation on the attached page.

ATTACHMENT 6–
PAST PERFORMANCE
QUESTIONAIRE

N00039-04-D-0008

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[DATE]
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CONTRACTOR PERFORMANCE EVALUATION SURVEY CONTINUED

CONTRACTOR NAME:_____ CONTRACT NUMBER:_____

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

NOTE: For statements indicating "Exceptional" or "Not Satisfactory," please provide a brief explanation on the attached page.

CONTRACTOR PERFORMANCE EVALUATION SURVEY CONTINUED

CONTRACTOR NAME:_____ CONTRACT NUMBER:_____

NARRATIVE EXPLANATION:

ATTACHMENT 7 -- RESUME FORMAT **N00039-04-D-0008**

Labor Category	Meet General Experience*	RFP Req.	Actual Years	Meet Specialized Experience*	RFP Req.	Actual Years	*Education*(degree)	RFP Req.	Actual
Category Name		# years	# years		# years	# years			
Program Manager	Ö	***10 years***	***15 years***	Ö	***0 years***	***12 years***	***Business. & Accounting***	***BA***	***MA***

Bold text in italics was inserted as an example only. Please see below for details.
Note: The experience described below **must** substantiate the information represented in the above table or the proposed individual may not receive credit for meeting the listed criteria.

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

Relevant General and Specialized Experience

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

ABC Corporation, Feb 99–Present; Functional Applications Analyst (SOW #.#)

- Responsible for the financial maintenance of ABC Corporation's Electromagnetic Environment Program and Configuration/Horizontal Management tasks
- Budgeting and forecasting allocated funds for labor and material usage
- Preparation of bids on ????
- Preparation of monthly and quarterly financial reports for individual tasks
- Assist in preparation of presentation materials

DEF Company (Formerly GHI Corporation); Sept 97–Feb 99; Financial Analyst II (SOW 1.2.1, 1.2.2, 1.2.3)

- Reconciliation of over $10 million in problem disbursements
- Responsible for analysis and reconciliation of problem disbursements.
- Preparation of month end problem disbursement reports
- Contract pre-validation
- Extensive interface with SPAWAR personnel while conducting research on GHI Corporation's problem disbursements.

I hereby state that the information in this resume is true, accurate and correct and consent is given for Disclosure of this resume for proposal evaluation purposes. I will be available to perform as _____ [fill-in; full/part-time, and labor category] for any resultant contract.

_____ _____
*Signature of Person identified on Resume Date

_____ _____
*Signature of person authorized to sign for the firm submitting the resume Date

* Electronic Signatures are acceptable

.

Attachment 8

SPECIAL REPORT FOR 50% PERFORMANCE

(SEE INSTRUCTIONS ON NEXT PAGE)

Contract No.: N00039-04-D-0008	**Date Submitted:**
REPORTING PERIOD: **(DATE OF AWARD) TO (FILL IN)**	
TASK ORDER NUMBERS INCLUDED: **FROM #** **TO #**	
INCLUDES MODIFICATIONS THROUGH #:	

TOTAL	**PREVIOUS REPORT**	**CURRENT REPORT**	**CUMULATIVE REPORT**
(1) **TOTAL PERSONNEL COSTS INCURRED FOR TASK ORDERS ISSUED** [Sum of Direct Labor Costs + Overhead With Direct Labor As Base + (G&A x Labor Cost)]			
TOTAL PRIME ONLY	**PREVIOUS REPORT**	**CURRENT REPORT**	**CUMULATIVE REPORT**
(2) **TOTAL PERSONNEL COSTS INCURRED BY THE PRIME ONLY FOR TASK ORDERS ISSUED** [Sum of Direct Labor Costs + Overhead With Direct Labor As Base + (G&A x Labor Cost)]			
(3) **Performed by Prime (Percent of #1 above)**			

JUSTIFICATION FOR FAILURE TO MEET 50% (If Applicable):

SIGNATURE (Program Manager): _____

Telephone Number and E-mail address: _____

Attachment 9
Standard Monthly Report Format

(separate file)

Attachment 10
CONTRACTOR EMPLOYEE NON-DISCLOSURE AGREEMENT

[This Agreement refers to Task Order _____under Contract No. _____ entered into between the Space and Naval Warfare Systems Command (SPAWAR) and _____ (Contractor).]

As an employee of Contractor, I understand that in connection with my involvement in the support of the above-referenced Task Order/Contract, I may receive or have access to certain sensitive information relating to said Task Order/Contract. I hereby agree that I will not discuss or otherwise disclose (except as may be legally or contractually required) any such sensitive information maintained by SPAWAR or by others on behalf of SPAWAR, to any person, including personnel in my own organization, not authorized to receive such Information.

Sensitive information is defined as: "Competition Sensitive Information" (CSI) "Sensitive Program Information (SPI)" and "Source Selection Information (SSI)". This means:

(a) Information provided to the contractor or the Government that would be competitively useful on current or future related procurements, and if used improperly could create an unfair competitive advantage; or

(b) Is considered source selection sensitive information as defined in FAR 3.104-4(k) and FAR 2.101; or

(c) Contains (1) information about a contractor's pricing, rates, costs, schedule, or contract performance that would otherwise not fit within the definition of "Proprietary Information" above; or (2) the Government's analysis of that information; and

(d) Program information relating to current or estimated budgets, schedules or other financial information relating to the program office; and:

(e) Is properly marked CSI, SPI or SSI, or any similar markings.

Should sensitive information be provided to me under this Task Order/Contract, I agree not to discuss or disclose such information with/to any individual not authorized to receive such information. If there is any uncertainty as to whether the disclosed information comprises sensitive information, I will request my employer to request a determination in writing from the SPAWAR Contracting Officer as to the need to protect this information from disclosure.

In matters pertaining to source selection, I will promptly notify my employer, if during my involvement in the Task Order, I become aware of a company, business or corporate entity that (1) I know submitted a proposal or (2) I know plans on submitting a proposal for a solicitation resulting from work under this Task Order, that either I or my spouse or my minor children has a financial interest. Financial interest is defined as compensation for employment in the form of wages, salaries, commissions, professional fees, or fees for business referrals, or any financial investments in the business in the form of direct stocks or bond ownership, or partnership interest (excluding non-directed retirement or other mutual fund investments). In the event that, at a later date, I acquire actual knowledge of such an interest or that my employer becomes involved in proposing for a solicitation resulting from the work under this Task Order, as either an offeror, an advisor to an offeror, or as a subcontractor to an offeror, I will promptly notify my employer. I understand this may disqualify me from any further involvement with this Task Order as agreed upon between SPAWAR and my company.

Among the possible consequences, I understand that violation of any of the above conditions/ requirements may result in my immediate disqualification or termination from working on this Task Order/Contract pending legal and contractual review. I also agree to abide by all obligations contained in this Non-Disclosure Agreement for 1 year from the end date of the period of performance of the Task Order/Contract, except for source selection information, which will extend the obligation for one year after contract award.

_____	_____
Signature and Date	Company
_____	_____
Printed Name	Phone Number

Attachment 11

Section K Certification – FAR 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions. (Excerpt from proposal)

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

Technical Data Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
None	None	None	None

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

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

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

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

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

Date	March 2, 2004
Printed Name and Title	Jodie Norris Supervisor Contract Administration
Signature	

(End of identification and assertion)

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

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

Exhibit A – Standard Monthly Status Report (separate file)

Exhibit B – Special Report for 50 % Performance (separate file)