

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY COMMAND, SPACE AND NAVAL SYSTEMS COMMAND 4301 PACIFIC HIGHWAY SAN DIEGO, CA 92110-3127 ATTN: Robert Connelly, Code 02-21G (858) 537-0321; EMAIL: Robert.Connelly@navy.mil		7. ADMINISTERED BY (If other than Item 6)	CODE	S0514A
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
		X	N00039-02-R-0007	
			9B. DATED (SEE ITEM 11) 21 AUGUST 2002	
			10A. MODIFICATION OF CONTRACT/ORDER NO. -	
			10B. DATED (SEE ITEM 11)	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office..

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Amendment is to respond to questions submitted by potential offerors and to provide any change pages that may result from the Government response. The original closing date of the solicitation was mistakenly indicated as a Sunday. As a result of this error, the closing date for receipt of offers is revised to read: 23 September 2002. Please see page 2 for further information.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARLA J. BROWN Space and Naval Warfare Systems Command	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

Below are questions submitted by potential offerors regarding the subject solicitation. The Government's response (i.e. "Answer") immediately follows each question. Where applicable, solicitation change pages, with change bars indicating the revision, are provided as an attachment to this amendment. In many cases, the incorporation of a change resulted in more than one page being revised due to page contents being shifted, in part, to the following page. In addition, format related changes (see attached change pages) are made to Section M to clearly distinguish between the Technical and Cost Evaluation Areas.

**Question 1** - The proposal submission date stated on Standard Form 33 is September 22, 2002. That date is a Sunday. Is that the correct submission date? Also on RFP page 50 of 63, paragraph L-6 indicates "TBD" as the submission date.

**Answer 1** - The date for receipt of proposals has been extended and is revised to read 23 September 2002. Change pages 50 and 51 of the RFP, reflecting this revision, are attached hereto. In addition, change pages 49 and 52-57 of the RFP, are provided as an attachment hereto due to formatting issues.

**Question 2** - Under what CLIN items is it intended to perform SOW Phase One Task Two, Phase Two Task Two, and Phase Three Task Two activities found in SOW paragraph 3 on page 2? CLIN 0001, 0101, and 0301 reference Block Cycle One, Block Cycle Two and Block Cycle Three, respectively, which appear to only be for SOW Phase One Task One, Phase Two Task One, and Phase Three Task One.

**Answer 2** - Both Tasks One and Two of each Phase are covered by the Block Cycle CLIN for that Phase (i.e. CLIN 0001, Block Cycle One, includes Task One and Task Two of Phase One). Engineering Support CLINs are applicable to SOW Paragraph 3.2.d, Engineering Support Task. Change page 10 of the RFP, reflecting this revision, is attached hereto. In addition, change pages 11 and 12 of the RFP, are provided as an attachment hereto due to formatting issues.

**Question 3** - With respect to requirement at Annex B1.3.5.2.3, b-1 "The contractor **shall** (1) maintain software, hardware and prepare documentation changes for the LLC". It is our understanding that the NILE ISS phase does not include software and/or hardware maintenance of the Link Level COMSEC (LLC) device. Does this statement mean documentation changes only to the interface requirements document for the LLC?

**Answer 3** – Yes. SOW Annex B Paragraph 1.3.5.2 NILE CM Responsibilities identifies all the participants and their responsibilities in the NILE CM process including various contractors. Paragraph 1.3.5.2.3 has been revised to clearly show that the awardee of this contract (i.e. the NILE ISS Contractor) is only responsible for subparagraph "a", whereas the LLC Contractor (Viasat) is responsible for subparagraph "b". Change pages 63 and 64 of the SOW, reflecting this revision, are attached hereto.

**Question 4** - If applicable, is there a page limitation for the Small Business Subcontracting Plan included in Volume I, Section IV?

**Answer 4** - There is no page limitation for the Small Business Subcontracting Plan.

**Question 5** - Do the following items count against the page limitation: Table of Contents; List of Tables; List of Figures/Drawings; Requirements Compliance Matrix; Resumes; and Lists of Proprietary Data.

**Answer 5** - No. These items do not count against the page limitations. Change page 51 of the RFP, reflecting this revision, is attached hereto.

**Question 6** - Will the proposal page limitations be increased?

**Answer 6** - No. The Government believes the current limitation provides an adequate number of pages for the contractor to submit a responsive proposal.

**Question 7** - SOW Section 3, Paragraph 5 & 10.g, Page 7, 28, and 39: Given the fact that MLTT already provides IP-based remote testing, does NRS remote testing need to be kept up-to-date and tested? Also, DS-101 adapter cable to interface KIV-7s with key fill device implies the usage of old style remote. Please clarify.

**Answer 7** - No. The SOW doesn't require the contractor to update the NRS remote capability. The list of equipment on page 39 doesn't imply the usage of old style remote equipment.

**Question 8** - CDRL SNC STR and NRS STR and SOW Section 7, Paragraph 7.2.b, Page 24: For STR deliveries, the SOW indicates 10 days, while CDRL indicates NLT 15 days. Please clarify.

**Answer 8** - The CDRLs will be corrected to read NLT 10 days. Change pages will be issued in a separate Amendment.

**Question 9** - CDRL SNC SPS, SNC TDP, NRS SPS; and NRS TDP: Dates inconsistency for the listed documents: 4 weeks (After Acceptance Tests)+ 20 days (Govt Comments) +2 weeks for finalization [approx 10 weeks] versus later sentence stating 30 days for "Final Repro" requirement. Please clarify.

**Answer 9** - The CDRLs will be corrected to read, that the "Final Repro" is required after the review period. Change pages will be issued in a separate Amendment.

**Question 10** - SOW Section 7.3, Paragraph 2, Page 24: Regarding the narrative "The Contractor ... MLTT-ISEA ... and shall (6) be required to fix any PCRs found on the two CSCIs in the course of these activities (see Appendix C)." The term "any PCRs" appears too general and could include PCRs due to errors outside the changes made to the NRS. Suggested rewording: "...shall (6) be required to fix any PCRs, that are due only to errors produced by the changes made to the CSCIs, found in the course of these activities (see Appendix C), "

**Answer 10** - The “shall (6)” requirement above is properly stated, but the PMO will change the SOW to read as stated below. Change pages will be issued in a separate Amendment.

“The Contractor ... MLTT-ISEA ... and shall (6) be required to fix any ISS Contractor-cognizant PCRs found on the two CSCIs in the course of these activities (see Appendix C).”

**Question 11** - SOW Annex A, Paragraph 2.9, Page 56: Please provide details for correction items included in Issues Data Base Item 224 to support estimation of contract scope.

**Answer 11** - The contents of Item 224 of the Issues Data Base are as follows:

“There have been a number of documentation errors identified that will require addressing during any update to the SNC SS:

SNC SS – 3.1.3.3.2.3.2.2 – shall 3 – Change the term “contention slot” to “interrupt slot” and check throughout document.

SNC SS – 3.1.3.3.2.3.4.2 – shalls 6 and 7- Remove the first sentence containing the shalls as this is duplicated information from Appendix B, it is also confusing.

SNC SS – 3.1.3.3.2.3.4.3, 2nd para. – Remove “(5NCTs)” either completely or precede with “at least”. The SNC actually waits more than 5NCTs to ensure the distribution and reconfiguration of the Media.

SNC SS – Add a shall to mandate the use of Appendix B.

SNC SS – 3.1.3.3.7.3.6 – A shall is required to be added, that mandates that the LNE Status is not sent to the DLP of an LTE unit until it has successfully reconfigured the new network’s media.

SNC SS – 3.1.3.3.2.3.3.2 - 3rd paragraph, 3rd bullet – new sentence to be added “Message packing rules are applied during the probing sequence.”

SNC SS – 3.1.3.5.2.6 - 2nd shall - Change Guaranteed delivery to High Reliability

SNC SS – 3.2.1.2.13 – Amend criteria to duplicate detection of MPs, not messages.

SNC SS – 3.2.1.2.10.1 - Amend to include Neighbourcast

SNC SS – 3.2.3.2.4.4.2.2 - shall 3 - amend to have a value of 50 seconds instead of 5 secs - Actual code

SNC SS – Appendix B – Reference to Point to Point addressing to the (S)NMU and Standbys should be amended to Technical MASN usage.”

**Question 12** - SOW & CDRL Annex C, Paragraph 2.1, Page 72: Referenced elements of the RFP indicate the PMP is part of the core delivery and also a CDRL item. Please clarify.

**Answer 12** - Yes, the PMP is part of the core delivery and is also a CDRL item. See SOW page 8 paragraph 5.1.2 subparagraph 3.

**Question 13** - SOW & CDRL Annex C, Paragraph 2.1, Page 73 and Paragraph 7.1.d, Page 23: Software Test Description for both SNC and NRS are new CDRL items that contain both CSCI and System level testing. Please clarify the purpose of maintaining the NRS & SNC Acceptance Test Procedures as core.

**Answer 13** - The contractor is not required to update the ATPs. They are included for reference purposes only.

**Question 14** - SOW Section 3, Paragraph 5, Page 3: Regarding “The contractor shall immediately correct any defects in ...”, recommend qualifying the term “immediately”.

**Answer 14** – The SOW will be changed to read as stated below. Change pages will be issued in a separate Amendment.

“... The Contractor shall(1), within 2 days, correct any defects in the modified MLTT SNCd or MLTT MS CSCIs identified during the qualification phase.”

**Question 15** - SOW Section 3, Paragraph 6 & 7, Page 3: Paragraphs refer reader to Appendix A, Figure 1. The section starts with Figure 2. Please clarify.

**Answer 15** - The SOW will be changed to read as stated below. Change pages will be issued in a separate Amendment.

“... (see Appendix A, Figure 2 for details)”

**Question 16** - RFP Section L, Paragraph L-9, Page 56: “The offeror shall submit a description of its previous Government contracts (all prime and major subcontracts received, or in performance, during the past five (5) years which are in any way relevant to the effort required by this solicitation).”. The terms “all” and “in any way relevant” seem too broad for the 10-page limitation. Please clarify.

**Answer 16** - Offerors are responsible for determining relevancy per the paragraph above. The information provided shall be tailored in such a way as to meet the requirements of the RFP within the stated limitations.

**Question 17** - RFP Section H, Paragraph H-19, Page 25: Given that the winning bidder will be providing system engineering and technical direction and will have overall contractual responsibility for its development, integration, assembly, checkout and production (FAR 9.505-1) and will not be providing specifications and SOW’s to be used in a competitive acquisition (FAR 9.505-2). Is the inclusion of the Organizational Conflict of Interest clause (H19) appropriate for this procurement?

**Answer 17** - The Government believes that the clause is appropriate as there exists the possibility that the contract may be tasked to perform work that is subject to the requirements of this clause.

**Question 18** - RFP Section I, Paragraph I-1 252.227-7030, Page 30: Given that the value of this procurement could be substantial if the Option Years are awarded, the 10% withhold seems excessive. Will the government consider limiting the withhold amount under this clause to \$100,000?

**Answer 18** – No. The clause will not be modified to change the withhold amount.

Question 19 – RFP Attachment C, DD 254 DoD Contract Security Classification Specification: Block 14 references attachments, which are included with the document.

Answer 19 – A revised Attachment C, including all referenced attachments, is provided as an attachment hereto.

The following table identifies the change pages provided by this Amendment:

<b>DOCUMENT</b>	<b>PAGES</b>
Solicitation	10-12, and 49-62
Statement of Work	63 and 64
DD 254	All (10 pages in total)

## Section C - Description/Specification/Work Statement

### C-1 Specifications/Statement of Work (Dec 1999)

Work under this contract shall be performed in accordance with the following description/specifications/statement of work: See Attachment A.

- CLIN 0001, Block Cycle One, is to be performed in accordance with Attachment A – Phase One (Tasks One and Two)
- CLINs 0003, 0103, 0201, 0303 and 0401, are to be performed in accordance with Attachment A – Engineering Support Task
- CLIN 0101, Block Cycle Two, is to be performed in accordance with Attachment A – Phase Two (Tasks One and Two)
- CLIN 0301, Block Cycle Three, is to be performed in accordance with Attachment A – Phase Three (Tasks One and Two)

### C-2 Security Requirements (Dec 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment C, involves access to and handling of classified material up to and including Secret.

In addition to the requirements of the FAR 52.204-2 “Security Requirements” clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer, Ms. Sue Villarreal, Code 20351, [susanv@spawar.navy.mil](mailto:susanv@spawar.navy.mil).

### C-3 Liability Insurance-Cost Type Contracts (Oct 2001)

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

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

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

### C-4 Exemption from Electronic and Information Technology Accessibility Requirements (Jun 2001)

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

- The EIT to be provided under this contract has been designated as a National Security System.
- The EIT acquired by the contractor is incidental to this contract.
- The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

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

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

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

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

**C-5 Disposition of Government Furnished Property (DEC 1999)**

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD Form 1149) the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the activity Property Administrator.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149) and excess inventory listing identifying Government Furnished Property and, under cost reimbursement contracts, Contractor Acquired Property, will also be submitted to the PCO, via the activity Property Administrator, at which time disposition instructions will be provided.

At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the activity Property Administrator, a copy of the physical inventory listing.

**C-6 Key Personnel (DEC 1999)**

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

(b) The offeror agrees that during the first 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

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

NAME	CONTRACT LABOR CATEGORY
_____	<u>Program Manager</u>
_____	<u>Lead Software Engineer</u>
_____	<u>Quality Assurance Manager</u>

(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.

**L-2 Estimated Level of Effort (Dec 1999) (Applicable to CPFF – Term CLINs only)**

The quantities of labor hours for each labor category shown below, which are to be used by the Offeror for computing total labor costs, represent the Government's current best estimate of requirements. However, the Government can guarantee neither the estimated quantities of man-hours shown for individual labor categories nor the total estimated staff hours. It is recognized that some of the Labor Category titles used in the solicitation may not exactly match the titles normally used in a particular company operation. Accordingly, in order to permit a rapid comparison between the anticipated labor team shown below and the Offeror's actual labor mix, each proposal must provide the following:

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

Labor Category For Engineering Services CLINs	Hours (% of Labor Mix)
Program Manager	5%
Systems Engineer	35%
Quality Assurance	2.5%
Software Engineer	45%
Hardware Engineer	10%
Configuration Mgmt/Data Mgmt	2.5%
Total	100%

**L-3 Award Without Discussions**

The Government expects to award on the basis of initial proposals, without discussions, pursuant to FAR 52.215-1(f). However, the Government reserves the right to hold discussions if necessary

**L-4 Estimated Effective Award Date (Dec 1999)**

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

**L-5 Type of Contract:**

The anticipated contract will include hybrid Cost Plus Fixed Fee (CPFF)/Cost Plus Award Fee (CPAF) line items, CPFF Level of Effort contract line items and options that may be exercised in accordance with the requirements of the contract.

**L-6 Submissions of Electronic Proposals (MAR 2001)**

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

proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the "Submitting a Proposal?" web page found in the SPAWAR E-CC. For information about "e-Proposal" submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is <https://e-commerce.spawar.navy.mil>. The closing date for receipt of offers is 3:00PM PDT on 23 September 2002.

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

- (1) Adobe Acrobat version 4.01 or greater shall be used to create the "PDF" files.
- (2) The proposal submission files may be compressed (zipped) into one, self-extracting file entitled "PROPOSAL.EXE" using WinZip version 6.3 or greater.
- (3) Cost or Pricing Type Data: All information relating to cost and pricing type data shall be included only in the section of the proposal designated by the Contracting Officer as the Cost Proposal. Under no circumstances shall cost and pricing type data be included elsewhere in the proposal. Paragraph cross-referencing between Cost Proposal paragraphs and technical/management proposal paragraphs is requested to provide clarity.

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

#### **L-7 Points of Contact**

(a) The address and points of contact below are to be used for the following: 1) Submittal of questions and/or requests for clarification on any aspect of the RFP (E-mail only); 2) Offers and any modification or withdraw thereof (E-mail only); 3) acknowledgement of receipt of amendments to this RFP (E-mail only); and 4) Submittal of hand-carried offers, which require visit requests/badges for access to SPAWAR.

Commander, Space and Naval Warfare Systems Command  
4301 Pacific Highway  
San Diego, CA 92103-3127  
Attn: Robert Connelly, Code 02-21G, (858) 537-0321, Bldg. OT-4, Rm. 1035  
[Robert.Connelly@navy.mil](mailto:Robert.Connelly@navy.mil)

(b) Visit requests shall be submitted to the following address:

Commanding Officer  
Space and Naval Warfare Systems Command  
Visitor Control OTC  
53560 Hull Street  
San Diego, CA 92152-5001  
Phone: (619) 524-2751  
Fax: (619) 524-2745  
Hours of operation: Monday-Friday, 6:45 AM - 3:45 PM, PDT

#### **L-8 Submission of Proposals**

##### **L.0 Solicitation Overview:**

This Request for Proposal (RFP) is for the procurement of hardware and software engineering services required to support the NILE Program In Service Support Phase.

Offerors may submit questions concerning, or request clarification of, any aspect of this RFP. All questions should be submitted either via the SPAWAR E-commerce site at: <https://e-commerce.spawar.navy.mil> under the solicitation number N00039-02-R-0007 or via email to Robert Connelly, SPAWAR Code 02-21G, at Robert.Connelly@navy.mil. It is the responsibility of the offerors to ensure that their questions are received no later than two weeks prior to the date proposals are due. Offerors should note that the proposal due date will not be extended solely on the basis of questions received within two weeks of the proposal due date.

No Reference Library is available.

1.01 Receipt of Offers. For the purpose of receiving offers, close of business for this establishment is 3:00 PM local time (PST/PDT).

1.02 Validity of Proposals. Proposals submitted in response to this solicitation shall be valid for 90 days from the solicitation closing date.

## 1.1 Proposal Requirements

1.1.1 Proposal Content. Proposals submitted in response to this requirement shall be unclassified and shall consist of two (2) completely separate volumes: Volume I - Technical Proposal, and Volume II - Cost Proposal. **Cost data shall be included in Volume II only; under no circumstances shall cost/price data be included elsewhere.** Cover/title pages, table of contents, lists of tables/figures/drawings/data/etc., resumes and the glossary of abbreviations and acronyms shall not count against the page limitations set forth in paragraph 1.1.4 herein. No material in excess of the page limits will be read or evaluated.

### 1.1.2 Format and Organization.

#### (1) Format

- (A) Each volume must be a separate file and contain sufficient information to permit a detailed evaluation. Data previously submitted, if any, will not be used in the evaluation of your response to this Request for Proposal. Previously submitted data shall not be included in your proposal "by reference".
- (B) The offeror's proposal, when printed, shall conform to standard 8 ½" by 11" paper, double-spaced, with 1" minimum margins. Foldouts may be used, but shall be no larger than 11" by 17", shall be printed on one side only, and shall count as two pages.
- (C) The type used shall be no smaller than 10-pitch "pica".

#### (2) Organization

- (A) The proposal shall be organized into the volumes, sections and page limits shown below.
- (B) Pages shall be numbered consecutively within each Section, showing volume, section and page. As an example, page 19 of Section B of Volume I would be numbered I-B-19. Pages in the Cost Volume shall be numbered consecutively. There are no sections in the Cost Volume. As an example, page 62 of the Cost Volume would be numbered "II-62".
- (C) Tables, figures and charts also will be numbered consecutively in each section and volume using the same scheme shown above, with the exception that "Table", "Figure" or "Chart" will precede the number where appropriate.

1.1.3 Cover Letter. The proposal shall be accompanied by a letter of transmittal prepared on the offeror's letterhead stationary and signed by an individual authorized to bind the company to the proposal. The cover letter shall identify all enclosures being transmitted as part of the proposal. The letter shall reference the RFP number and acknowledge that it transmits an offer in response to the RFP. The offeror shall indicate in his cover letter that the

proposal is in compliance with each requirement of the RFP. Any exceptions taken to the requirements of the RFP shall be listed in the cover letter.

#### 1.1.4 VOLUME I, Technical:

The offeror shall submit a technical proposal to enable the Government to make a thorough evaluation and arrive at a sound determination as to whether or not the offeror will meet the requirements of the Government. To this end, each technical proposal shall be so specific, detailed, and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for any technical problems. Statements which paraphrase the specifications or attest that "standard procedures will be employed, etc.," are inadequate. The volume shall be divided into four sections: Section I - Technical Approach; Section II - Program Management; Section III - Past Performance; and, if applicable, Section IV - Small Business Subcontracting Plan. The Technical proposal page limitations are as follows: Section I - 70 single sided pages; Section II - 25 single sided pages; and Section III - 10 single sided pages. The following information shall be furnished:

##### 1.1.4.1 Technical Approach.

1.1.4.1.1 Software/Hardware Maintenance and Systems Engineering. The Offeror shall describe its approach and/or ability to meet the requirements of the SOW as they pertain to the following areas: 1) Approach to performing all of the ISS maintenance phases; 2) Methodology to perform requirements analysis; 3) Methodology or strategy to address design trade-off studies when addressing design areas for each configuration item; 4) Analysis, design and correction plan for each one of the deficiencies and problems outlined in Annex A - Phase 1 and 2 - of the SOW, minimizing impacts on existing HW/SW components; 5) Support and test tools for performance of software/hardware maintenance and system engineering tasks; 6) Data Link system engineering knowledge; including specific Link 22 knowledge; 7) Approach to analysis of potential impacts of solutions on system functions, other than those identified as problems; 8) Resources for planning systems engineering efforts; 9) Methods and/or tools, which will be used to construct the program management plan and determine the necessary resources.

1.1.4.1.2 System Test and Evaluation. The Offeror shall describe its approach and/or ability to meet the requirements of the SOW as they pertain to the following areas: 1) Knowledge of Data Link testing requirements and methodologies; 2) Organization policy for test and evaluation planning; 3) Test approach that addresses activities to be performed, commitments to be made for all test and evaluation efforts including interface with other ISS contractors; 4) Facilities, services, materials and equipment required to test and evaluate the SNC and NRS; 5) Regression testing methodology following system changes; 6) Approach to developing the test configurations.

1.1.4.1.3 Configuration Management/Data Management. The Offeror shall describe its approach and/or ability to meet the requirements of the SOW as they pertain to the following areas: 1) Configuration Management approach; 2) Coordination of configuration baselines and documentation submittals; 3) Strategy to update and maintain the Core documentation listed in Annex C of the SOW; 4) Approach to implementation of a Configuration Management Information System (CMIS) and the approach to management of data; 5) Activities related to Resolution of Problem Change Reports (PCR); 6) Interfacing with other ISS contractors (i.e. MLTT-ISEA).

1.1.4.2 Program Management. The Offeror shall describe its approach and/or ability to meet the requirements of the SOW as they pertain to the following areas: 1) Program organizational approach; 2) Key personnel - Provide resumes, documenting qualifications and experiences, for the Program Manager, Lead Software Engineer and Quality Assurance Manager; 3) An outline of the Program Management Plan including procedures for planning work, controlling cost, measuring performances; 4) Application of IEEE/EIA 12207 standard to SNC and NRS maintenance activities. 5) Program management plan approach and milestones that will meet required delivery schedules; 6) Provide an estimation of the size (i.e. Source Line Of Code) of the modified SNC and NRS Software at completion of phase one (1); 7) Work Breakdown Structure (WBS) presenting the tasks to be performed during the development of the program; 8) Facilities to perform all tasks and functions, including COMSEC custodianship; 9) Quality Program consistent with the ANSI/ASQC 9000 Series (ISO 9000).

1.1.4.3 Past Performance. In accordance with Provision L-9, the contractor shall provide in writing relevant past performance information.

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

The following overall Navy Subcontracting Goals are provided to assist in the development of your Subcontracting Plan:

Small Business – 43.5%

Small Disadvantaged Business - 5%

Woman Owned Small Business - 5%

HUB ZONE – 2% for FY01, 2.5% for FY02, and 3% for FY03 and later

Service-Disabled Veteran Owned Small Business – 3%

The above goals are provided as a baseline for preparing the subcontracting plan. The subcontracting plan shall propose subcontracting goals for this specific requirement. If the subcontracting plan does not meet the above goals in any category it shall clearly explain why the goal is not being proposed and what actions the contractor is undertaking to maximize small business subcontracting goals in an attempt to bring the percentages to or above the Navy goals.

1.1.5 Volume II: Cost Proposal. The Cost Proposal shall be organized by sections in the following manner:

Section Table of Contents

1.0	Signed SF 33 Solicitation Set
2.0	Cost and Pricing Data Requirements
3.0	Cost Summaries
4.0	Copies of Subcontract Agreements or contracts
5.0	Pricing Data
6.0	Corporate Cost Information

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

The Cost Proposal shall contain a fully completed, signed, and dated copy of the solicitation itself, including all representations, certifications, and other statements of the offeror. (NOTE: On the first page of this section, the offeror should certify that the Cost Proposal has been prepared completely in accordance with the terms and conditions of the solicitation. However, if exceptions are taken, they shall be clearly set forth and shall be explained by the offeror with the understanding that such exceptions may render the offeror's proposal unacceptable to the Government).

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

Details of each section follow:

- 1.0 SF 33 Requirements. The SF33 is used in connection with negotiated acquisitions when appearing advantageous to begin negotiations by soliciting written offers which, when accepted in writing by the Government, will create a binding contract without further action. Include in this section a copy of the RFP through Section K, with prices in Section B filled in and the clauses requiring contractor information completed, including Representations and Certifications in Section K. Also acknowledge receipt of any RFP amendments.
- 2.0 Cost and Pricing Data Requirements. The offeror is not required to submit Certified Cost and Pricing Data; however, the offeror must certify that if a Certified Cost and Pricing Data Requirement is subsequently invoked the offeror will provide such data within ten (10) days of request.
- 3.0 Cost Summaries. In this section, the offeror shall provide comprehensive narrative support for the Cost Proposal, as follows:
- 3.1 Contract Costs. Costs shall be summarized and presented for each contract line item. At a minimum, the offeror shall address separately the following areas to support proposed contract costs.
- a. Estimating Methodology. Explain, in whatever detail is required to demonstrate cost reasonableness and supportability, the methodology used to estimate each element of cost (e.g., labor, material, etc.). Enough data shall be provided so that independent cost analysis verification can be performed.
- In all cases where cost estimates are based on past experience, the offeror shall identify the past experience, explain how the past experience relates to the current effort, and explain how cost data available from that experience were adapted to the current effort. If the past experience concerns a specific hardware or software developed item acquired in the past, the offeror shall identify the item, applicable dates, item cost, and size or lines of code.
- In all cases where cost estimates are based upon learning/improvement curve applications, identify the specific area subject to learning, the curve hypothesis (unit or cumulative) and the slope of the curve as a percent. Also, the offeror shall explain what data were used to develop the slope, how these data relate to the current effort, and how entry into the learning curve was attained.
- In all cases where cost models are employed, the offeror shall identify the model, provide all model inputs and outputs, and a discussion of how outputs were adjusted or adapted to the cost elements being estimated.
- b. Cost, Schedule, and Performance Risk. The offeror shall provide a discussion in the Cost Proposal from the standpoint of cost, schedule, and performance risk, identifying those program areas where there is considered to be inherent technical, schedule, or other risk which may impact cost. Offerors shall, to the extent possible, quantify the risk.
- c. Indices and Rates. The offeror shall identify by year the inflation rates (%) and indices used in the price proposal, with rationales for its selection. A statement as to whether labor and burden rates are Government approved bidding rates, or, if not, the basis on which these rates were established shall be furnished. A list of labor rates and classifications by departments and time periods as used in the price proposal shall be included. Information as to the various indirect expense rates used in the offeror's proposal, together with the effective periods, the direct base against which they are applicable, and the status of Government review and approval of these rates, shall be provided. A schedule shall be

submitted which summarizes engineering, material handling, G&A, and any other applicable burden rates by periods or years.

- d. Accounting System. Provide information as to the offeror's fiscal year, and a general description of their cost accounting system. The same information shall be provided for major subcontractors.
  - e. Competitive Time. If an offeror decides to include competitive time (i.e., uncompensated overtime) in its proposal, a copy of the corporate policy/procedure addressing competitive time must be furnished with the proposal. Additionally, the offeror must provide documentation of the DCAA/DCMA approval of this policy/procedure. Also see D. (b) (vi).
- 3.2 WBS. Offerors shall submit their proposals using the contract Work Breakdown Structure (WBS). Adequate information shall be provided to allow Government evaluation of proposed labor hours, material costs, subcontractor costs, other direct costs and related overhead costs by the 3rd level of the WBS. Unique costs shall be separately identified. Subcontractor proposals shall be submitted using the same formats. A detailed dictionary of definitions of all WBS elements will be provided with the WBS.
- 4.0 Subcontracts. A list of contemplated subcontracts, types, and values shall be identified. For each subcontract, provide an analysis of the methodology used by the subcontractor to estimate cost. Also, the offeror shall show how the subcontract effort relates to the overall contract effort by WBS and why the subcontract cost can be considered reasonable. The offeror shall identify cost of licenses or data rights agreements.
- 5.0 Pricing Data. Data costs are defined as costs incurred by the offeror solely because of the requirement to prepare and deliver contract data items. Direct cost shall be burdened with indirect cost in a manner consistent with the offeror's established estimating and accounting system. Data costs shall not include the cost for any effort, which is required elsewhere in the requirements baseline. All data required by the contract is specified on the Contract Data Requirements List (CDRL). Each data item shall be priced on the DD 1423 and all data costs shall also be accumulated under the appropriate WBS item. Blocks 23 through 26 of the DD Form 1423 shall be completed. Each data item shall have a price, either a dollar amount, or the term "Not Separately Priced" (NSP).
- 5.1 Fixed Fee. In accordance with FAR 15.404-4(c)(4)(i)(C), the fee shall not exceed 10 percent of the contract's estimated cost for the line item, excluding fee and FCCM.
- 5.2 Fixed Fee/Award Fee Hybrid. The maximum combined fee for Fixed Fee/Award Fee hybrid line items shall not exceed 10 percent of the contract's estimated cost, excluding fee and FCCM. Within this 10 percent ceiling, a minimum of 3 percent of the contract's estimated cost for the line item, excluding fee and FCCM, shall be applied to the Award Fee portion of fee and a maximum of 7 percent of the contract's estimated cost for the line item, excluding fee and FCCM, shall be applied to the Fixed Fee portion of fee.
- 6.0 Corporate Cost Information. Offerors shall submit the following information as part of its proposal:
- a. Information regarding the general financial condition of the offeror's firm and specific plans for financing the proposed contract, including the latest available financial statements. If offerors are currently being audited, or have been audited by the Defense Contract Audit Agency (DCAA), they shall provide the address, current telephone number, and current point of contact for the cognizant DCAA and the cognizant Defense Contract Management Command (DCMC) office.

Also offeror's shall include the latest approval date of its Disclosure Statement (not applicable to small businesses) and most recent audit status, i.e., when was the last one performed, what were the findings, etc.

b. A summary of the offeror's:

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

### **L-9 Performance Risk Assessment**

(Note: The Government may reject Proposals that fail to contain the information requested in this clause.)

The offeror shall submit a description of its previous Government contracts (all prime and major subcontracts received, or in performance, during the past five (5) years which are in any way relevant to the effort required by this solicitation). Commercial contracts may be included if necessary. The description shall include the following information in the following format:

- (a) Identify in specific detail for each previous contract listed, why or how you consider that effort relevant or similar to the effort required by this solicitation.
- (b) Your (or your subcontractor's) CAGE CEC numbers.
- (c) Government (federal, state, or local) or commercial contracting activity, address, and telephone number.
- (d) Procuring Contacting Officer's (PCO's) name and telephone number.
- (e) Government or commercial contracting activity technical representative, or COR, and telephone number.
- (f) Government (federal, state, or local) and/or commercial contracting activity administration activity, and the name and telephone number of the Administrative Contracting Officer (ACO).
- (g) Contract Number.
- (h) Contract Award Date.
- (i) Contract Type.
- (j) Awarded price/cost.
- (k) Final, or projected final, price/cost.
- (l) Original delivery schedule.
- (m) Final, or projected final, delivery schedule.
- (n) A narrative explanation on each previous contract listed describing the relevance to this effort and any corresponding reduction in risk resulting from that relevance, objectives achieved, systemic improvements, and any cost growth or schedule delays encountered. For any Government contracts which did not /do not meet original requirements with regard to either cost, schedule, or technical performance, a brief explanation of the reason(s) for such shortcomings and demonstrated corrective actions taken to avoid recurrence. The offer shall also provide a copy of any cure notices or show cause letters received on each previous contract listed and a description of any corrective action taken by the offeror or proposed subcontractor.
- (o) The offeror shall also provide the above required information for any and all contracts it has had terminated, in whole or in part, for default during the past five (5) years, to include those currently in the process of such termination as well as those which are not similar to the proposed effort. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.
- (p) New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited.
- (q) Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the contractor's corporate entity and among proposed subcontractors. Information required in the above paragraphs shall be provided for each proposed subcontractor who will perform at a

- (r) minimum of 30% of the effort. With regard to prime contract assignments that will be performed by you and not a proposed subcontractor, you shall indicate:
  - (1) What internal corporate bodies/divisions will incorporate portions of the effort,
  - (2) Whether or not those divisions were responsible for performance under the previous contracts cited for the instant proposal, and
  - (3) If those divisions have relocated since the accomplishment of previous cited contract efforts, a description of any changes arising from that relocation in terms of key personnel, facilities and equipment.
- (s) Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance evaluation with the offeror during negotiations, if any.

**Note:** Offerors are reminded that both independent data and data provided by offerors in their proposals may be used to evaluate offeror past performance. Since the Government may not necessarily interview all of the sources provided by the offeror, it is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection and or a high risk rating by the Government.

**L-10 Notice of Organizational Conflict of Interest (DEC 1999)**

- (a) The offeror's attention is directed to FAR Subpart 9.5 as this solicitation contains a clause in Section H relating to organizational conflicts of interest.
- (b) If applicable, prospective offerors are requested to furnish with their proposals information that may have a bearing on any existing or potential conflict of interest.

## Section M - Evaluation Factors For Award

FAR SOURCE	TITLE AND DATE
52.217-5	Evaluation of Options (Jul 1990)

### M-1 Evaluation Criteria and Basis for Award (Best Value) (DEC 1999)

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

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

(c) The Government reserves the right to award the contract to other than the lowest proposed contract cost after consideration of all factors. Offerors are advised that unrealistically low proposed costs may be grounds for eliminating a proposal from competition. The Government intends to select one awardee. The Government reserves the right to award without discussions.

(d) The offeror's proposal is required to be organized and presented in accordance with the instructions provided in Section L of the RFP. The proposal shall present evidence that the offeror's technical and management approaches will result in a product that meets the requirements of the solicitation within cost and on schedule.

(e) Proposals, unless otherwise exempt due to being a small business concern or a company performing outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico, shall, in accordance with FAR 19.7 and FAR 52.219-9, include a Small Business Subcontracting Plan. This plan will not be considered in the evaluation process described below. However, failure to submit and negotiate a subcontracting plan acceptable to the Contracting Officer shall make the offer ineligible for award of a contract.

### M-2 Technical Area Evaluation

Proposals will be evaluated on their demonstrated capability to meet the evaluation Technical Area Factors listed below, which are listed in descending order of importance.

**FACTOR 1 - Technical Approach** - Subfactors are listed in descending order of importance.

**SUBFACTOR I - Software/Hardware Maintenance and Systems Engineering** - Offerors will be evaluated against the following criteria, which are considered to be of equal importance, as described in paragraph 1.1.4.1.1 of Clause L-8, Submission of Proposals, and presented below:

- Offeror's approach to performing all of the ISS maintenance phases;
- Offeror's methodology to perform requirements analysis;
- Offeror's methodology or strategy to address design trade-off studies when addressing design areas for each configuration item;

- Offeror's analysis, design and correction plan for each one of the deficiencies and problems outlined in Annex A Phase 1 and 2 - of the SOW, minimizing impacts on existing HW/SW components;
- Offeror's support and test tools for performance of software/hardware maintenance and system engineering tasks;
- Offeror's Data Link system engineering knowledge; including specific Link 22 knowledge;
- Offeror's approach to analysis of potential impacts of solutions on system functions, other than those identified as problems;
- Offeror's resources for planning systems engineering efforts;
- Offeror's methods and/or tools, which will be used to construct the program management plan and determine the necessary resources.

**SUBFACTOR II - System Test and Evaluation** – Offerors will be evaluated against the following criteria, which are considered to be of equal importance, as described in paragraph 1.1.4.1.2 of Clause L-8, Submission of Proposals, and presented below:

- Offeror's knowledge of Data Link testing requirements and methodologies;
- Offeror's documented organization policy for test and evaluation planning;
- Offeror's test approach that addresses activities to be performed, commitments to be made for all test and evaluation efforts including interface with other ISS contractors;
- Offeror's facilities, services, materials and equipment required to test and evaluate the SNC and NRS;
- Offeror's regression testing methodology following system changes;
- Offeror's approach to developing the test configurations;

**SUBFACTOR III - Configuration Management/Data Management** - Offerors will be evaluated against the following criteria, which are considered to be of equal importance, as described in paragraph 1.1.4.1.3 of Clause L-8, Submission of Proposals, and presented below:

- Offeror's Configuration Management approach;
- Offeror's approach to coordination of configuration baselines and documentation submittals;
- Offeror's strategy to update and maintain the Core documentation listed in Annex C of the SOW;
- Offeror's approach to implementation of a Configuration Management Information System (CMIS) and the approach to management of data;
- Offeror's approach documenting activities related to resolution of Problem Change Reports (PCR);
- Offeror's approach to interfacing with other ISS contractors (i.e. MLTT-ISEA);

**FACTOR 2 - Program Management** – Offerors will be evaluated against the following criteria, which are considered to be of equal importance, as described in paragraph 1.1.4.2 of Clause L-8, Submission of Proposals, and presented below:

- Offeror's program organizational approach;
- Offeror's ability to demonstrate that the key personnel - Program Manager, Lead Software Engineer and Quality Assurance Manager, have sufficient qualifications and experiences to successfully execute the requirements of the contract;
- Offeror's outline of the Program Management Plan including procedures for planning work, controlling cost and measuring performance;
- Offeror's ability to apply the IEEE/EIA 12207 standard to SNC and NRS maintenance activities;
- Offeror's ability to demonstrate that the Program Management Plan approach and milestones will meet required delivery schedules;
- Offeror's ability to estimate the size (i.e. Source Line Of Code) of the modified SNC and NRS Software at completion of phase one (1) and rationale for that estimation;

- Offeror's ability to provide a Work Breakdown Structure (WBS) presenting the tasks to be performed during development of the program;
- Offeror's ability to provide facilities to perform all tasks and functions, including COMSEC custodianship;
- Offeror's ability to implement a Quality Program consistent with the ANSI/ASQC 9000 Series (ISO 9000).

**FACTOR 3 - Past Performance** - Offerors will be evaluated per the following:

A. The Government will assess each offeror's past performance. The assessment will be a subjective, but unbiased, judgment about the quality of the offeror's past performance. The Government will use its subjective assessment to determine an offeror's relative capability and trustworthiness, and thus the relative reliability of the offeror's promises as they relate to potential risks to the Government. The determination of which offeror is the best value will reflect both the value of offerors' promises and the reliability of those promises as determined, in part, by their past performance. Thus, the Government may value an offeror with a superior past performance more highly than an offeror whose past performance is satisfactory, even though the offer with the satisfactory record made better promises in its proposal.

B. The Government may base its judgment about the quality of an offeror's past performance on (1) records of objective measurements and subjective ratings of specified performance attributes, if available, and (2) statements of opinion about the quality of specific aspects of an offeror's performance, or about the quality of an offerors overall performance. The Government may solicit information from an offeror's customers and business associates; federal, state, and local government agencies; and from other persons and organizations. The Government reserves the right to limit the number of references it decides to contact and to contact references others than those provided by the offeror.

C. The performance attributes which the Government will assess include, for example: the offeror's record of conforming to contract requirements, including the administrative aspects of performance; the offeror's reputation for good workmanship; the offeror's record of forecasting and controlling costs; the offeror's record for adhering to contract schedules; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; the offeror's record for making systemic improvement in performance after deficiencies have been noted, and, generally, the offeror's reputation for demonstrating a business-like concern for the interests of its customers.

### **M-3 Cost Evaluation**

Cost will be evaluated for the following:

- (a) **Realism** - A cost realism assessment shall be performed in accordance with clause M-5, Cost Realism.
- (b) **Completeness** - Completeness is evaluated by assessing the level of detail of the offeror provided cost data for all RFP requirements in Section B, and assessing the traceability of proposal dollar values to the offeror provided WBS elements. For the cost data to be complete, the offeror must provide, at a minimum, all the data that is necessary to support the offer.
- (c) **Reasonableness** - In considering the reasonableness and realism of the cost proposals, the Government may determine that an offeror is unacceptable if the costs proposed are materially unbalanced between line items. An offeror is materially unbalanced when: (1) it is based on prices significantly less than cost for some work and costs that are significantly overstated in relation to the cost for other work; and/or (2) if there is reasonable doubt that the offer will result in the lowest overall cost to the Government even though it may be the low evaluated offer.

(d) Cost Evaluation - The Government will evaluate cost by adding the total evaluated cost plus proposed fee for all Contract Line Item Numbers (CLINs), including option CLINs. Evaluation of any CLIN shall not obligate the Government to exercise that CLIN.

**M-4 Evaluation of Offers (Single Award for all Items) (Dec 1999)**

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

**M-5 Cost Realism (Dec 1999)**

Cost realism will be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (a) to verify the offeror's understanding of the requirements; (b) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/cost; and (c) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal, and/or other cost related information available to the contracting officer. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When this cost realism is performed, the resulting estimate shall be used in the evaluation of cost.

**M-6 Evaluation of Options (Variation) (May 1999)**

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

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### **1.3.5.1. Participants in the CM Process**

The main actors in the CM process are:

- a National Representative (Steering Committee, national PM)
- b Program Management Office
- c Contractors

In this chart NATO appears as an actor, because they may influence the Data Link as well as the other actors may have influence on an existing STANAG or other NATO document.

Both types of processes will be described.

### **1.3.5.2. NILE CM Responsibilities**

Every participant has a role in the configuration management process to fulfill certain tasks:

#### **1.3.5.2.1. National Representative**

The SC exercises executive-level oversight over all aspects of the NILE ISS Phase including Configuration Management. Decisions of the SC will be made unanimously. If the SC is unable to reach a timely decision on an issue, SC members will refer the issue to their higher authorities for resolution.

These rights can be delegated to the national Program Manager, as required.

#### **1.3.5.2.2. Program Management Office (PMO)**

The PMO is involved in nearly all decisions regarding maintenance and documentation. The tasks are:

- a Support the Configuration Control Board (CCB) in Configuration Management and documentation
- b Evaluation of change proposals for cost, schedule, and technical aspects
- c Configuration Management of the upgrades and incorporating of improved changes
- d Establish and maintain the Configuration Management Information System
- e Development and publishing of change pages

#### **1.3.5.2.3. Contractors**

The contractors have the responsibility to maintain the SNC/NRS (NILE ISS Contractor), the LLC (Viasat), and the MLTT (NCTSI). They will also assist the PMO to update the documentation. They further will assist the PMO in preparing board meetings and attend Working Group meetings on request.

**a. SNC and NRS Contractor**

The contractor **shall<sup>(1)</sup>** maintain software, hardware and prepare documentation changes for SNC , NRS including MLTT-SNCd and MLTT-MS.

**b. LLC Contractor**

Viasat has the overall responsibility to maintain software, hardware and prepare documentation changes for the LLC.

**c. In Service Engineering Agency (ISEA) for MLTT**

The ISEA has the overall responsibility to maintain MLST3/MLTT software and hardware. They will integrate the results from SNC, NRS and LLC changes, assisted by the respective contractor as necessary.

**1.3.5.2.4. NATO**

NATO will update NATO documentation accordingly to the DLCPs forwarded by the PMO.

**1.3.5.3. Institution**

The CM Process will have two Institutions where decisions will be taken according to the level.

**1.3.5.3.1. Configuration Control Review Board (CCRB)**

The CCRB will address trouble reports, change proposals, conduct analysis and evaluation, review recommendations, evaluate potential cost impact and provide recommendations to the CCB

**1.3.5.3.2. Configuration Control Board (CCB)**

The CCB is the final authority for hard- and software decisions. Because of the nature of the system there are two different CCBs.

**a. NILE CCB**

In the NILE CCB will decide all changes to SNC, NRS, and LLC soft- and hardware.

**b. Working Groups**

Working groups assist the CCB to understand the nature of the problem and will recommend decisions.

**c. MLST3/MLTT CCB**

MLST3 is the core part of the MLTT. MLTT is comprised of the MLST3 plus the Link22 functions. All decisions regarding MLST3 will be done in this section of the CCB. Decisions that affect the Link22 part or the interface between

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAFEGUARDING	
<i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				a. FACILITY CLEARANCE REQUIRED SECRET	
				b. LEVEL OF SAFEGUARDING REQUIRED SECRET	
2. THIS SPECIFICATION IS FOR <input checked="" type="checkbox"/> and complete as applicable)			3. THIS SPECIFICATION IS <input checked="" type="checkbox"/> and complete as applicable)		
a. PRIME CONTRACT NUMBER		X	a. ORIGINAL (Complete date in all cases)	DATE (YYYYMMDD) 20020607	
b. SUBCONTRACT NUMBER			b. REVISED (Supersedes all previous specs)	REVISION NO.	DATE (YYYYMMDD)
X c. SOLICITATION OR OTHER NUMBER N00039-02-R-0007	DUE DATE (YYYYMMDD)		c. FINAL (Complete Item 5 in all cases)	DATE (YYYYMMDD)	
4. IS THIS A FOLLOW ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ is transferred to this follow on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE <b>THIS DD FORM 254 IS FOR SOLICITATION PURPOSES ONLY. A PRIME CONTRACT DD254 WILL BE PROVIDED UPON CONTRACT AWARD.</b>		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, Zip) DEFENSE SECURITY SERVICE (DSS)		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip)		
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip)		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT THIS COMPETITIVE PROCUREMENT IS FOR THE HARDWARE AND SOFTWARE ENGINEERING AND MAINTENANCE SERVICES NECESSARY FOR THE IN-SERVICE SUPPORT (ISS) PHASE OF THE NATO IMPROVED LINK ELEVEN (NILE).					
10. CONTRACTOR WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	YES NO X
b. RESTRICTED DATA			X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY	X
(1) Sensitive Compartmented Information (SCI)			X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X
(2) Non-SCI			X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X
f. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT	X
g. NATO INFORMATION (SECRET)		X		i. HAVE TEMPEST REQUIREMENTS	X
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	X
j. FOR OFFICIAL USE ONLY INFORMATION		X		l. OTHER (Specify) INFORMATION TECHNOLOGY (IT) PROCESSING	X
k. OTHER (Specify)			X		
PR NO.: N00039-02-PR-EKN33					

PR NO.: N0003902-PR-EKN33

CONTRACT NUMBER: N00029R-0007

12. PUBLIC RELEASE Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release  Direct  Through (Specify) **RELEASE OF COMSEC INFORMATION IS NOT AUTHORIZED.**

COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND, CODE 00L, 4301 PACIFIC HIGHWAY, SAN DIEGO CA 92110-3127

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review  
\* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

**CLASSIFICATION GUIDES: (PROVIDED UNDER SEPARATE COVER BY PMW 101/159)**

PROJECT SECURITY INSTRUCTION FOR NATO IMPROVED LINK ELEVEN (NILE) PROJECT

**ACCESS REQUIREMENTS:**

10.A FURTHER DISCLOSURE, TO INCLUDE SUBCONTRACTING, OF COMSEC INFORMATION BY A CONTRACTOR REQUIRES PRIOR APPROVAL OF COMSPAWARSYS COM. ACCESS TO ANY COMSEC INFORMATION REQUIRES SPECIAL BRIEFINGS AT THE CONTRACTOR FACILITY. ACCESS TO CLASSIFIED COMSEC INFORMATION REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL.

10.G ACCESS TO NATO INFORMATION REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL AND SPECIAL ACCESS BRIEFINGS.

11.D A GSA APPROVED CONTAINER IS REQUIRED.

11.F ACCESS TO CLASSIFIED U.S. GOVERNMENT INFORMATION MAY BE REQUIRED AT THE FOLLOWING NATO COUNTRIES: UNITED KINGDOM, CANADA, FRANCE, GERMANY, ITALY, AND THE NETHERLANDS.

**ANTI-TERRORISM/FORCE PROTECTION BRIEFINGS REQUIRED FOR PERSONNEL PRIOR TO COMMENCEMENT OF FOREIGN TRAVEL.**

11L CLASSIFIED IT (FORMERLY AIS) PROCESSING (ASHORE) SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 8. ALL CLASSIFIED AIS PROCESSING ABOARD US FLAG OR FOREIGN FLAG VESSELS SHALL BE IN ACCORDANCE WITH SECNAVINST 5510.36 AND SECNAVINST 5239.2.

VISIT REQUESTS OTHER THAN COMSPAWARSYS COM SHALL HAVE "NEED TO KNOW" CERTIFIED BY THE CONTRACTING OFFICER.

**SPAWAR TECHNICAL ADVISOR/PROGRAM MANAGER (NILE PROGRAM MANAGEMENT OFFICE):**

**MR. KEVIN BUCK, SPAWAR PMW 101/159, (619) 524-6218.**

**ALL CLASSIFIED INFORMATION MUST BE MARKED IN ACCORDANCE WITH EXECUTIVE ORDER 12958 CLASSIFIED NATIONAL SECURITY INFORMATION, OF 17 APRIL 1995. YOUR DEFENSE SECURITY SERVICE (DSS) INDUSTRIAL SECURITY REPRESENTATIVE (IS REP) SHOULD BE CONTACTED FOR ASSISTANCE.**

COPIES OF ALL SUBCONTRACT DD FORM 254S MUST BE PROVIDED TO THE DISTRIBUTION LISTED IN BLOCK 17.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract.  YES  NO  
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

SPECIFIC ON-SITE SECURITY REQUIREMENTS ATTACHED.

INFORMATION TECHNOLOGY (IT) SYSTEMS PERSONNEL SECURITY REQUIREMENTS ATTACHED.

CONTRACTOR TEMPEST REQUIREMENTS ATTACHED AND MAY BE PASSED TO SUBCONTRACTORS.

FOR OFFICIAL USE ONLY (FOUO) INFORMATION ATTACHED.

15. INSPECTIONS Elements of this contract are outside the inspection responsibility of the cognizant security office.  YES  NO  
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

16. CERTIFICATION AND SIGNATURE Security requirements stated herein are complete and adequate for safeguarding the classification to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL  
SUSANV@SPAWAR.NAVY.MIL  
SUSAN VILLARREAL

b. TITLE  
SECURITY'S CONTRACTING OFFICER'S  
REPRESENTATIVE (COR)

c. TELEPHONE (Include Area Code)  
(619) 524-2672

d. ADDRESS (Include Zip Code)  
COMMANDING OFFICER  
SPAWAR SYSTEMS CENTER CODE 20351  
53560 HULL ST.  
SAN DIEGO, CA 92152-5001

e. SIGNATURE

20020607 Susan M. Villarreal

**17. REQUIRED DISTRIBUTION**

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY Code 20351, PMW 101/159

## INFORMATION TECHNOLOGY (IT) SYSTEMS PERSONNEL SECURITY PROGRAM REQUIREMENTS

The U.S. Government conducts trustworthiness investigations of personnel who require access to only unclassified information and who perform IT duties. Requirements for these investigations are outlined in paragraphs 3-614, 3-710 and Appendix K of DoD 5200.2-R, available at <http://www.ntis.gov/product/dod-directives.htm>.

Personnel occupying an IT Position shall be designated as filling one of the IT Position Categories below. The contractor shall include all of these requirements in any subcontracts involving IT support.

According to DoDD 5200.28 (Security Requirements for Automated Information Systems), paragraph 4.10 which states "Access by foreign nationals to a US government-owned or US Government-managed AIS may be authorized only by the DOD Component Head, and shall be consistent with the DOD, Department of State, and the Director of Central Intelligence policies." SECNAV approval is required for all non-U.S. citizens. All requests requiring SECNAV approval shall be submitted to Code 20351. The Contracting Officer's Representative (COR) or Technical Representative (TR) shall determine if they or the contractor shall assign the IT Position category to contractor personnel and inform the contractor of their determination. If it is decided the contractor shall make the assignment, the COR or TR must concur with the designation.

**IT-I Position (High Risk)** – Positions in which the incumbent is responsible for the planning, direction, and implementation of a computer security program; has a major responsibility for direction, planning, and design of a computer system, including the hardware and software; or can access a system during the operation or maintenance in such a way, and with relatively high risk for causing grave damage or realizing significant personal gain. Personnel whose duties meet the criteria for IT-I Position designation require a favorably adjudicated Single Scope Background Investigation (SSBI) or SSBI Periodic Reinvestigation (SSBI-PR). The SSBI or SSBI-PR shall be updated every 5 years.

**IT-II Position (Moderate Risk)** - Positions in which the incumbent is responsible for the direction, planning, design, operation or maintenance of a computer system, and whose work is technically reviewed by a higher authority at the IT-II Position level to insure the integrity of the system. Personnel whose duties meet the criteria for an IT-II Position require a favorably adjudicated National Agency Check (NAC).

**IT-III Position (Low Risk)** - All other positions involving IT activities. Incumbent in this position has non-privileged access to one or more DoD information systems/application or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation require a favorably adjudicated NAC.

If an employee has a personnel security investigation at the appropriate level without a break in service for more than 24 months, with favorable adjudication, and in the case of IT- I Position is less than 5 years old, you do **not** need to submit an additional investigation for the trustworthiness determination. If required, the contractor will ensure personnel designated IT-I, II, or III complete the Standard Form (SF) 85P. The company shall review the SF 85P for completeness and use Appendix G, SECNAVINST 5510.30A to determine if any adverse information is present. If adverse information is present the company may submit a "Request for Waiver", along with the SF 85P, to allow their employee to work on this contract. The "Request for Waiver" must contain the name of the employee, their SSN, justification, contract number, name and telephone number of the COR, and IT Position Category assigned. The reviewer shall submit the SF85P, and a "Request for Waiver" if applicable, to SPAWARSYSCEN San Diego, Code 20351, 53560 Hull Street, San Diego, CA 92152-5001. **Only hard copy SF85Ps are acceptable.** An employee may not begin work on IT until the company receives written notification from Code 20351. For additional assistance please send email to SF85P@spawar.navy.mil.

Specific guidelines for obtaining software of the SF85P are available at <http://www.dss.mil>. If you are unfamiliar with the SF85P, you may send email to SF85P@spawar.navy.mil.

Investigation results shall be returned to SPAWARSYSCEN San Diego, Code 20351, 53560 Hull Street, San Diego, CA 92152-5001 for a trustworthiness determination. SPAWARSYSCEN San Diego will notify the contractor of its decision. The contractor will promptly replace any individual for whom SPAWARSYSCEN San Diego has communicated a negative trustworthiness determination.

The contractor will include the IT Position Category for each person so designated on Visit Authorization Letters (VAL) once the COR or TR has approved the Category and written notification from Code 20351 has been received. VALs will be sent to the following address: Commanding Officer, SPAWARSYSCEN San Diego, ATTN: Code 20352, 49275 Electron Drive, San Diego, CA 92152-5435.

## SPECIFIC ON-SITE SECURITY REQUIREMENTS

### I. GENERAL.

a. **Contractor Performance.** In performance of this Contract the following security services and procedures are incorporated as an attachment to the DD 254. The Contractor will conform with the requirements of DoD 5220.22-M, Department of Defense National Industrial Security Program, Operating Manual (NISPOM) available from [www.dss.mil](http://www.dss.mil). When visiting COMSPAWARSCOM at either Old Town Campus (OTC) or Point Loma Campus (PLC) the Contractor will comply with the security directives used regarding the protection of classified and sensitive but unclassified (SBU) information, SECNAVINST 5510.36 (series) and SECNAVINST 5510.30 (series) both of which are available from <http://neds.nebt.daps.mil/Directives/table52.html>. A hardcopy of these directives will be provided upon receipt of a written request from the Contractor's Facility Security Officer (FSO) to the SPAWAR Systems Command's Security Contracting Officer's Representative (COR), Code 20351. If the Contractor establishes a cleared facility or Defense Security Service (DSS) approved off-site location at COMSPAWARSYSKOM, the security provisions of the NISPOM will be followed within this cleared facility.

b. **Security Supervision.** SPAWAR Systems Center will exercise security supervision over all contractors visiting COMSPAWARSYSKOM and will provide security support to the Contractor as noted below. The Contractor will identify, in writing to Security's COR, an on-site Point of Contact to interface with Security's COR.

### II. HANDLING CLASSIFIED MATERIAL OR INFORMATION.

a. **Control and Safeguarding.** Contractor personnel located at COMSPAWARSYSKOM are responsible for the control and safeguarding of all classified material in their possession. All contractor personnel will be briefed by their FSO on their individual responsibilities to safeguard classified material. In addition, all contractor personnel are invited to attend SPAWAR Systems Center conducted Security Briefings, available at this time by appointment only. In the event of possible or actual loss or compromise of classified material, the on-site Contractor at the PLC will immediately report the incident to SPAWAR Systems Center's Code 20351 as well as the Contractor's FSO. An on-site Contractor, whose primary location is OTC, will make their report to Code 20351 as well as the Contractor's FSO. A Code 20351 representative will investigate the circumstances, determine culpability where possible and report results of the inquiry to the FSO and the Cognizant Field Office of the DSS. On-site contractor personnel will promptly correct any deficient security conditions identified by a SPAWAR Systems Center Security representative.

#### b. Storage.

1. Classified material may be stored in containers authorized by SPAWAR Systems Center's PLC Physical Security Group, Code 20352, or OTC Code 20351, for the storage of that level of classified material. Classified material may also be stored in Contractor owned containers brought on board COMSPAWARSYSKOM with Code 20352's written permission. Containers to be located at our OTC will request Code 20351's written permission. Areas located within cleared contractor facilities at COMSPAWARSYSKOM will be approved by DSS.

2. The use of Open Storage areas must be pre-approved in writing by SPAWAR Systems Center, Code 20352, for the open storage, or processing, of classified material prior to use of that area for open storage. Specific supplemental security controls for open storage areas, when required, will be provided by SPAWAR Systems Center, Code 20352.

#### c. Transmission of Classified Material.

1. All classified material transmitted by mail for use by long term visitors will be addressed to COMMANDING OFFICER, SPAWAR SYSTEMS CENTER, 53560 HULL ST, SAN DIEGO CA 92152-5001. The inner envelope will be addressed to the attention of the Contracting Officer's Representative (COR) or applicable Technical Representative (TR) for this contract, to include their Code number.

2. All SECRET material hand carried to COMSPAWARSYSKOM by contractor personnel must be delivered to the SPAWAR Systems Center Classified Material Control Center (CMCC), Code 20332, for processing.

3. All CONFIDENTIAL material hand carried to COMSPAWARSYSKOM by contractor personnel must be delivered to the Mail Distribution Center, Code 20331, for processing. This applies for either the OTC or PLC sites.

4. All COMSPAWARSYSKOM classified material transmitted by contractor personnel from COMSPAWARSYSKOM will be sent via the COMSPAWARSYSKOM COR or TR for this contract.

5. The sole exception to the above are items categorized as a Data Deliverable. All contract Data Deliverables will be addressed to COMMANDER, ATTN RECEIVING OFFICER CODE 2242, SPAWAR SYSTEMS COMMAND, 4201 PACIFIC HIGHWAY, SAN DIEGO, CA 92110-3127.

III. INFORMATION ASSURANCE (IA) SECURITY. Contractors using Information Systems, networks or computer resources to process classified, SBU or unclassified information will comply with the provisions of SECNAVINST 5239.3 (series) available from <http://nedb.daps.mil/Directives/table48.html> and local policies and procedures. Contractor personnel must ensure that systems they use at COMSPAWARSYSCOM have been granted a formal letter of approval to operate by contacting their Information System Security Officer (ISSO). A list of ISSOs is available from <https://web.spawar.navy.mil/services/security/docs/Issolist.htm>.

#### IV. VISITOR CONTROL PROCEDURES.

a. Contractor personnel assigned to COMSPAWARSYSCOM will be considered long-term visitors for the purpose of this contract.

b. Submission of valid Visit Authorization Letter (VAL) for classified access to COMSPAWARSYSCOM is the responsibility of the Contractor's Security Office. All VAL's will be prepared in accordance with the NISPOM. They will be sent to either COMMANDING OFFICER, ATTN CODE 20352, SPAWAR SYSTEMS CENTER, 49275 ELECTRON DRIVE, SAN DIEGO, CA 92152-5435 for the PLC, or COMMANDING OFFICER, VISITOR CONTROL OTC, SPAWAR SYSTEMS CENTER, 53560 HULL STREET, SAN DIEGO, CA 92152-5001 for OTC. The VAL's will be addressed to COMSPAWARSYSCOM and list a COMSPAWARSYSCOM point of contact. Visit requests may be sent via facsimile to the PLC at (619) 553-6169, and verified on 553-3203 or the OTC at (619) 524-2745, and verified on 524-2751 or 524-3124.

c. Visit requests for long term visitors should be received at least one week prior to the expected arrival of the visitor to ensure necessary processing of the request.

d. Code 20352 will issue temporary identification badges to Contractor personnel following receipt of a valid VAL from the Contractor's FSO. The responsible COMSPAWARSYSCOM COR will request issuance of picture badges to contractor personnel. The COR may, at their discretion, request that picture badges be issued for the length of the basic contract or option period. Identification badges are the property of the U.S. Government and will be worn and used for official business only. Unauthorized use of an COMSPAWARSYSCOM badge will be reported to the DSS. Identification badges must be worn in plain sight at all times on board COMSPAWARSYSCOM.

e. Prior to the termination of a Contractor employee with a COMSPAWARSYSCOM badge or active VAL on file the FSO must:

1. Notify in writing Code 20352 for PLC, Code D0351 for OTC, the COR, Security's COR, and the laboratory managers of any laboratories into which the employee had been granted unescorted access of the termination and effective date. In emergency situations, a facsimile may be sent or a telephone notification may be used. The telephone notification, however, must be followed up in writing within five working days.

2. Confiscate any COMSPAWARSYSCOM identification badge and vehicle decal and return them to either Code 20352, or Code 20351, no later than 5 working days after the effective date of the termination.

V. INSPECTIONS. Code 20351 personnel will conduct periodic inspections of the security practices of the on-site Contractor. All contractor personnel shall cooperate with Code 20351 representatives during these inspections. A report of the inspection will be forwarded to the Contractor's employing facility and COR. The Contractor must be responsive to the Code 20351 representative's findings.

VI. REPORTS. As required by the NISPOM, Chapter 1, Section 3, contractors are required to report certain events that have an impact on the status of the facility clearance (FCL), the status of an employee's personnel clearance (PCL), the proper safeguarding of classified information, or an indication classified information has been lost or compromised. The Contractor shall ensure that certain information pertaining to assigned contractor personnel or operations is reported to Security's COR, Code 20351. This reporting will include the following:

a. The denial, suspension or revocation of security clearance of any assigned personnel;

b. Any adverse information which would cast doubt on an assigned employee's continued suitability for continued access to classified access;

c. Any instance of loss or compromise, or suspected loss or compromise, of classified information;

d. Actual, probable or possible espionage, sabotage, or subversive information; or

e. Any other circumstances of a security nature that would effect the contractor's operation on board COMSPAWARSYSCOM

#### VII. PHYSICAL SECURITY.

a. SPAWAR Systems Center will provide appropriate response to emergencies occurring onboard this command. The Contractor will comply with all emergency rules and procedures established for COMSPAWARSYSCOM.

b. A roving Contract Security Guard patrol will be accomplished by SPAWAR Systems Center. Such coverage will consist of, but not be limited to, physical checks of the window or door access points, classified containers, and improperly secured documents or spaces. Specific questions or concerns should be addressed to either PLC Code 20352 or OTC Code 20351.

c. All personnel aboard COMSPAWARSYSCOM AND SPAWAR Systems Center are subject to random inspections of their vehicles, personal items and of them selves. Consent to these inspections is considered to have been given when personnel accept either a badge or a vehicle pass or decal permitting entrance to the command.

#### VIII. COR RESPONSIBILITIES.

a. Review requests by cleared contractors for retention of classified information beyond a 2-year period and advise the contractor of disposition instructions and/or submits a Final DD 254 to Security's COR.

b. Coordinates, in conjunction with the appropriate transportation element, a suitable method of shipment for classified material when required.

c. Certifies and approves Registration For Scientific and Technical Information Services (DTIC) requests (DD 1540).

d. Ensures that timely notice of contract award is given to host commands when contractor performance is required at other locations.

e. Certify need-to-know on visit requests, conference registration forms, etc.

#### IX. SECURITY'S COR RESPONSIBILITIES.

a. Initiate all requests for facility clearance action for our prime contractors with the DSS.

b. Validate justification for Interim Top Secret personnel security clearances and facility clearances.

c. Validate and endorse requests submitted by a cleared contractor for Limited Access Authorizations (LAA) for its non-U.S. citizen employees.

#### X. SPECIAL CONSIDERATIONS FOR ON-SITE CLEARED FACILITIES.

Any cleared contractor facility on board SPAWARSYSCOM will be used strictly for official business associated with this contract. No other work may be performed aboard this facility. Additional COMSPAWARSYSCOM contracts may be authorized to use this cleared facility, but only on a case-by-case basis. The COR, Security's COR, and Contracting Officer must be in agreement that this particular arrangement best suits the needs of the Government. At the end of this contract the on-site facility must be vacated, with proper written notification being submitted to the DSS and Security's COR.

#### XI. ITEMS PROHIBITED ABOARD COMSPAWARSYSCOM/SPAWAR Systems Center.

a. Dangerous weapon, instrument or device includes, but is not limited to, the following:

rifles, automatic rifles, machine guns, sub-machine guns, pistols, machine pistols, flare pistols, starter pistols, shotguns, compressed gas, air or spring fired pellet or "BB" guns, sling shots, blow guns, or any other device which uses gun powder, compressed gas or air, or spring tension to forcefully eject a projective or other device which may injure someone;

daggers, switch blades, bow and arrows, sear guns, Hawaiian slings, power heads, fishing knives, scuba knives, or any unofficial knife with a blade longer than 2 1/2 inches;

marial arts devices (throwing stars, nunchakus), stun guns, tasers, brass knuckles, billy clubs, night sticks, pipe, bars, or mallets, or other similiar devices capable of being used as a weapon;

poison, acids or caustic chemicals;

or any other item that may be used to inflict serious injury or death to another person or temporarily blind or disable an individual njury not specifically authorized by proper authority.

b. Explosive article or compound includes but is not limited to: ammunition for any of the small arms weapons mentioned as a dangerous weapon, including "blank" ammunition, gunpowder, molotov cocktails, pipe bombs, grenades, pyrotechnics, fireworks or any other compound or article which might violently react and cause injury not specifically authorized by proper authority.

c. As an exception to the list of dangerous weapons, the possession of defensive tear gas devices (e.g., pepper spray) aboard all naval installations in California is now permissible. However, unauthorized use of these devices other than for self-defense will be prosecuted as a violation of the Uniform Code of Military Justice or applicable laws.

## XII. ESCORTING POLICY.

a. All personnel within COMSPAWARSYSCOM/SPAWAR Systems Center's fenced perimeters, with the exception of emergency personnel such as fire, ambulance, or hazardous material response personnel responding to an actual emergency, must wear a SPAWAR Systems Center issued badge. The words "Security" or "Safety" on selective Code D031 or D038 employee badges authorizes the bearer to escort unbadged emergency vehicles and operators and support personnel during emergencies. Only U.S. citizens and intending citizens (former immigrant aliens) may be escorted under this policy. **ALL FOREIGN NATIONAL VISITORS MUST BE PROCESSED THROUGH THE SPAWAR SYSTEMS COMMAND FOREIGN DISCLOSURE OFFICE, 08-42.**

b. All permanently badged COMSPAWARSYSCOM/SPAWAR Systems Center and tenant command employees, as well as those contractors and other government employees who have an "E" for escort on their permanent badges may escort visitors requiring escort.

## XIII. CONTRACTOR TRAINING.

All contractor personnel cleared Top Secret, Secret, or Confidential are required to receive annual Security Training. The issuance of a picture badge will trigger an e-mail to be sent to your personnel. This e-mail will give your employee the site of the computer-based training that must be completed. This training is required to be repeated annually.

**TEMPEST REQUIREMENTS QUESTIONNAIRE  
FOR CONTRACTOR FACILITIES**

1. This TEMPEST Requirements Questionnaire (TRQ) must be completed and sent to the contracting authority and the Certified TEMPEST Technical Authority (CTTA) within 30 days after contract award for all contracts where classified National Security Information (NSI) will be processed and the requirements of item 13 of the DD 254 have been met.
2. The prime contractor cannot pass TEMPEST requirements to subcontractors. Subcontractors must submit a Contractor TRQ prior to processing.
3. The TRQ is for information collection only. It is not a directive or an implied requirement, nor is it an encouragement to procure TEMPEST equipment or any type of shielding for use on this contract. Do not initiate any changes to equipment of facilities for TEMPEST unless it has been recommended by the CTTA and specifically directed by the contracting authority.
4. The contracting authority will not issue any directives concerning TEMPEST until after the contractor submitted TRQ has been evaluated by the CTTA and resulting recommendations received. To fully evaluate the TRQ, the CTTA may request additional information concerning the facility, its physical control, the equipment which will be used to process NSI, etc.
5. The contractor shall ensure compliance with any TEMPEST countermeasure(s) specifically directed in writing by the contracting authority.
6. Please provide the information requested in paragraphs 7 through 20 and return to the CTTA at:

Commanding Officer  
SPAWARSYSCEN Charleston  
Code 723  
PO Box 190022  
North Charleston, SC 29419-9022

7. Provide the name, address, position title and phone number (at the facility where classified processing will occur) of a point of contact who is knowledgeable of the processing requirements, the types of equipment to be used and the physical layout of the facility.
8. Provide the specific geographical location, address, and zip code, where classified processing will be performed.
9. What are the classification level(s) of material to be processed/handled by electronic or electromechanical information system(s) and what percentage is processed at each level?
10. What special categories of classified information are processed?
11. Is there a direct connection (wire line or fiber) to a Radio Frequency (RF) transmitter(s) located either locally or at a remote site?
12. Are there any RF transmitters located within 6 meters of the system processing National Security Information or the system's RED signal lines?
13. Describe how access is controlled to your facility including the building, compound, plant, property, and/or parking lots. Where are visitor's first challenged/identified? Include controls such as alarms, guards, patrols, fences and warning signs. Provide a simple block diagram of the equipment, the facility and the surrounding areas. The

diagram(s) should extend out to the nearest uncontrolled area on each side of the facility, such as a military base perimeter, plant property line, commercial building or residential area.

14. Are there other tenants in the building who are not U.S. department/agencies or their agents?
15. Are there any known foreign business or government offices in adjacent buildings?
16. Provide the make and model number of all equipment used to process, transfer or store classified information. Include computers, peripherals, network servers, network hardware, multiplexers, modems, encryption devices (COMSEC), etc.
17. Have on-site TEMPEST tests been conducted on any of these equipment(s)? If so, which ones? When was the test(s) conducted? Who conducted the test(s)? Have all deficiencies (if any) been resolved?
18. Has a TEMPEST Facility Zoning test been conducted? If so, who conducted the testing and when?
19. Is this company foreign-owned or controlled? If so, what is the country?
20. Provide the name, code, telephone number, and address of the Contracting Officer's Representative, the contract number and the sponsoring command.

## FOR OFFICIAL USE ONLY (FOUO) INFORMATION

1. The For Official Use Only (FOUO) marking is assigned to information at the time of its creation. It isn't authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act (FOIA).
2. Use of FOUO markings doesn't mean that the information can't be released to the public, only that it must be reviewed by SPAWAR Systems Center San Diego CA prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it.
3. An UNCLASSIFIED document containing FOUO information will be marked "FOR OFFICIAL USE ONLY" on the bottom face and interior pages.
4. Classified documents containing FOUO do not require any markings on the face of the document, however, the interior pages containing only FOUO information shall be marked top and bottom center with "FOR OFFICIAL USE ONLY." Mark only unclassified portions containing FOUO with "(FOUO)" immediately before the portion.
5. Any FOUO information released to you by SPAWAR Systems Center San Diego CA is required to be marked with the following statement prior to transfer:

THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FOIA.  
EXEMPTION(S) \_\_\_\_\_ APPLY.

6. Removal of the FOUO marking can only be accomplished by the originator or other competent authority. DO NOT REMOVE ANY FOUO MARKING WITHOUT WRITTEN AUTHORIZATION FROM SPAWAR SYSTEMS CENTER SAN DIEGO CA OR THE AUTHOR. When the FOUO status is terminated you will be notified.
7. You may disseminate FOUO information to your employees and subcontractors who have a need for the information in connection with this contract.
8. During working hours FOUO information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, is adequate when internal building security is provided during nonworking hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as file cabinets, desks or bookcases.
9. FOUO information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail.
10. When no longer needed, FOUO information may be disposed by tearing each copy into pieces to preclude reconstructing, and placing it in a regular trash, or recycle, container or in the uncontrolled burn.
11. Unauthorized disclosure of FOUO information doesn't constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.