

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-S1	PAGE OF PAGES 1 75
2. CONTRACT NO.	3. SOLICITATION NO. N68936-04-R-0047	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 23 Sep 2004	6. REQUISITION/PURCHASE NO. 0010100592	
7. ISSUED BY CDR NAWC/WD CODE 230000E ATTN: D. MAHAN (805) 989-1915 575 "I" AVE SUITE 1, BLDG 65 POINT MUGU CA 93042-5049		CODE N68936	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE
TEL: FAX: (805) 989-3656		TEL: FAX:			

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 12:00 PM local time 25 Oct 2004
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME DANIEL R MAHAN	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (805) 989-1915	C. E-MAIL ADDRESS daniel.mahan@navy.mil
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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
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26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY REFERENCE

A-TXT-06 Attention- Important Modification Numbering Information JUN 2004

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION: The following addresses and point of contacts are provided:

Name: Daniel R. Mahan
Phone: 805/989-1915
DSN: 351-1915
FAX: 805/989-3656
Email address: daniel.mahan@ navy.mil

U.S Postal Service Mailing Address:

COMMANDER
CODE 254300E (Daniel R. Mahan – 805/989-1915)
NAVAIRWARCENWPNDIV
575 "I" AVE SUITE 1, BLDG 65
POINT MUGU, CA 93042-5049

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 254300E (Daniel R. Mahan)
NAVAIRWARCENWPNDIV
BLDG 65, RM 1-MAILROOM
POINT MUGU, CA 93042-5049

ATTENTION – IMPORTANT INFORMATION

All questions resulting from review of this Request for Proposal MUST be submitted to the above point-of-contact no later than 15 days following issue date (See Block 5 Page 1) of this solicitation. This deadline is subject to change.

Section B - Supplies or Services and Prices

SECTION B SUMMARY

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	*Engineering Services	1	LT	N/A	**

*Engineering services in accordance with Attachment (1), Statement of Work, in support of Program Management (planning, developing presentations/graphics, developing and maintaining programmatic documentation, report status, maintaining security requirements, and supporting process improvement) and Systems Engineering (studies and analyses, design, development, integration, test, documentation, maintenance, and field engineering support of hardware, software, and firmware).

**

ESTIMATED COST \$ _____

FIXED FEE \$ _____

CPFF \$ _____

0002	DATA REQUIREMENTS – in accordance with Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423-1	1	LT	\$ ___NSP_____	\$ ___NSP_____
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MAX COST

FIXED FEE _____

TOTAL MAX COST + FEE

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5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (SEP 1999)

(a) The level of effort estimated to be ordered during the term of this contract is 369,600 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor and other direct costs by classification is as follows:

Labor Category	Hours	Hours	Hurs	Hours	Hours	Total Hours
	Year 1	Year 2	Year 3	Year 4	Year 5	Years 1-5

Program Manager	960	960	960	960	960	4,800
Systems Engineer	23,040	23,040	23,040	23,040	23,040	115,200
Journeyman Engineer	15,360	15,360	15,360	15,360	15,360	76,800
Engineer	7,680	7,680	7,680	7,680	7,680	38,400
Senior Technical Staff	9,600	9,600	9,600	9,600	9,600	48,000
Junior Technical Staff	9,600	9,600	9,600	9,600	9,600	48,000
Support Staff	7,680	7,680	7,680	7,680	7,680	38,400
Total	73,920	73,920	73,920	73,920	73,920	369,600
Other Direct Costs						
	Year 1	Year 2	Year 3	Year 4	Year 5	Years 1-5
Material	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Travel	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000

(b) Either FAR Clause 52.232-20, "Limitation of Cost" or FAR Clause 52.232-22, "Limitation of Funds", depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

(1) An estimated level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the task order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement. In the event the task(s) can not be completed within the estimated cost, the Government will require more effort without increase in fee, provided the Government increases the estimated cost.

(2) Within thirty days after completion of the work under each completion form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The Contractor's estimate of the total allowable cost incurred under the task order; and

(ii) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(e) Term Form Task Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or

(ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase

the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer. In performing term form task orders, the Contractor may use any combination of hours of the labor categories listed in the task order.

(2) In performing term form task orders, the contractor may use any combination of hours of the labor categories listed in the task order.

(3) Within thirty days after completion of the work under each term form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized;

(ii) The Contractor's estimate of the total allowable cost incurred under the task order; and

(iii) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(4) In the event that less than one hundred (100%) percent of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

(i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals one hundred (100%) percent of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or

(ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by ten (10%) percent or less, but does not exceed the estimated cost of the order; the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e)(1) above. This understand does not supersede or change subsection (e)(1) above, whereby the contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

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5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (MAR 1999) (NAVAIR)

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum quantity is \$150,000; the maximum quantity is the total value of the contract.

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B.6A PAYMENT OF FIXED FEE

Subject to the withholding provisions of the clause at FAR 52.216-8, Fixed Fee, the fixed fee specified shall be paid at the rate of ____% of total costs less FCCM (if applicable). The percentage of fee applicable to task orders will be the same fee rate established in the basic contract.

Section C - Descriptions and Specifications

SECTION C - DESCRIPTIONS

SECTION C – Descriptions and Specifications

STATEMENT OF WORK
FOR ENGINEERING SERVICES IN SUPPORT OF
EA-6B/AEA INTEGRATED PRODUCT TEAM (IPT)
EA-6B WEAPON SYSTEM SOFTWARE ACTIVITY (WSSA)
Date: 27 May 2004

1.0 BACKGROUND AND SCOPE

1.1 The EA -6B Prowler's mission is to provide airborne tactical jamming in support of joint Department of Defense and North Atlantic Treaty Organization operations for various air operations during the next two decades. The EA -6B supports joint tactical aircraft missions by identifying Integrated Air Defense Systems (IADS) networks, detecting and locating electromagnetic threat systems, correlation and fusion of off-board sensor data for Situational Awareness, and employing jamming techniques against enemy communication and weapon systems. The EA -6B mission also supports Suppression of Enemy Air Defenses (SEAD) and Destruction of Enemy Air Defenses (DEAD).

1.2 This Statement of Work (SOW) defines the effort required for providing engineering services in support of the Naval Air Warfare Center Weapons Division (NAWCWD). Tasks associated with this SOW may include:

1.2.1 Program Management which consists of planning, developing presentations/graphics, developing and maintaining programmatic documentation, reporting status, maintaining security requirements, and supporting process improvement.

1.2.2 Systems Engineering which consists of studies and analyses; design; development; integration; test; documentation; maintenance; and field engineering support of hardware, software, and firmware.

1.3 Programs to be supported include:

EA-6B Avionics (Improved Capability (ICAP) II (Blocks 82, 89, 89A), 2nd Embedded Global Positioning System/Inertial Navigation System (GPS/INS) (EGI), and ICAP III)
Tactical EA -6B Mission Support (TEAMS) System
Tactical Aircraft Mission Planning System (TAMPS)
Joint Mission Planning System (JMPS)
Multi-mission Advanced Tactical Terminal (MATT)
Improved Data Modem (IDM)
USQ-113
Airborne Electronic Attack (AEA)
MIDS
Link 16 Test
Link 16 Electronic Warfare Implementation
JAMMER Transmitter Development

1.4 Other weapon systems and subsystems to be supported include:

EW related system trainers, simulators, radar airborne equipment, radar support equipment, and ground support equipment,

Mission Planning systems
 Intelligence Support Systems
 EA-6B Data Link
 Aircraft radio subsystems
 Communication receivers and Jammers

1.5 Support for multiple sites, including direct Fleet support, will be required. Sites may include but are not limited to:

Naval Air Station, Whidbey Island, Washington
 Marine Corps Air Station, Cherry Point North Carolina
 Naval Air Warfare Center Weapons Division, Point Mugu, California.
 Naval Air Warfare Center Aircraft Division, Patuxent River, Maryland
 Naval Air Depot, NAVAIRDEPOT Jacksonville, Florida
 Naval Air Station, Jacksonville, Florida
 Naval Air Warfare Center Training Systems Division, Orlando, Florida

2.0 APPLICABLE DOCUMENTS

2.1 The following documents are applicable to this Statement of Work to the extent specified herein.

2.1.1 Military Standards.

MIL-STD-498D, 05 December 1994 (As guidance only)
 MIL-STD-961E, 01 August 2003, Standard Practice for Defense Specifications
 MIL-PRF-49506, 11 November 1996, Logistics Management Information
 MIL-STD-6016B, 01 August 2002 Department of Defense Interface Standard Tactical Digital Information Link J Message Standard

2.1.2 Instructions and Guides

Test and Evaluation management Guide, March 1998
 NAVAIR 00-25-300, 1 October 1997, Technical Directives Systems
 MIL-HDBK-61A, 07 February 2001, Configuration Management Guidance
 NAWCWD 3432.1A, 13 July 1999, Operations Security
 OPSPEC-516.2 Operational Specification 516.2 (OPSPEC-516.2) NCTSI Change 2, March 2000
 NAVAIRINST 4355.19B, 25 June 2003, Systems Engineering Technical Review

2.1.3 Industry standards

SOFTWARE DEVELOPMENT AND DOCUMENTATION IEEE/EIA 12207.0, IEEE/EIA 12207.1 AND IEEE/EIA 12207.2,

Engineering Drawing Practices, ASME Y 14.100M

3.0 REQUIREMENTS

3.1 PROGRAM MANAGEMENT

3.1.1 The government will provide the specific technical documentation, guidelines and delivery requirements under individual task orders. The tasking identified in SOW paragraph 3.0 REQUIREMENTS will be in support of those platforms, systems and subsystems identified in paragraphs 1.2 through 1.6. The work required by this

contract shall be performed as defined and ordered by individual task orders. When ordered under individual task orders, the contractor shall provide the following technical support:

3.1.2 The contractor shall develop and maintain plans, milestone charts, reviews, analyses, evaluations, and recommendations, which will provide the technical and scientific evidence necessary to facilitate program development decisions. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.1.3 The contractor shall develop technical engineering and presentation graphics and other visual aid requirements as defined in individual task orders. The contractor will be required to develop and present visual aids reflecting the status of assigned tasks. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.1.4 The contractor shall develop, review and maintain programmatic documentation. Individual task orders will provide technical guidance and CDRL Item development and submittal instructions. Documentation shall include:

- Software Life-Cycle Management Plan
- Software Support Transition Plan
- Tactical Software Support Plan
- Software Support Requirements Analysis
- Quarterly Program Reports
- Program/Technical Reports
- Formal and informal Training Plans
- Integrated Schedules
- Procedures and Processes
- Logistics Requirements and Funding Summary

3.1.5 The contractor shall develop and maintain the following types of reports in accordance with the basic Contract Data Requirements List (CDRL):

- Progress, Status and Management
- Financial and Cost

3.1.6 The contractor shall submit a request for travel in support of this contract as defined in individual task orders. Each request will be submitted in advance (a minimum of 1 week) to the government Contracting Officer's Representative (COR) for approval. Each travel request will minimally consist of:

- Date of Request
- Task order number
- Employee(s)
- Date and duration of proposed travel
- Purpose of travel
- Destination
- Cost estimate (airfare, per diem, car rental, miscellaneous expenses)
- Total travel allowance on the task order
- Total travel cost expended to date
- Approval signatures

3.1.7 The contractor shall attend and host technical meetings for the purpose of gathering or presenting data or providing field engineering support as defined in individual task orders. Meetings will be held at Department of Defense (DOD) activities and contractors facilities and support any or all approved programs and projects including the following:

Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.1.8 The contractor shall attend meetings where classified information will be discussed. In addition, the contractor may have access to and utilize classified reference documentation. The purpose of the discussions and utilization of classified documentation is to provide background and supporting data, such as functionality and compatibility requirements and intended use. Limiting distribution statements will be used in accordance with MIL-STD-1806 "Marking Technical data Prepared by or for the Department of Defense" 1 February 1990.

3.2 SYSTEMS ENGINEERING

3.2.1 Engineering Services: The contractor shall provide systems engineering support, in accordance with NAVAIR Systems Engineering Guide, for existing, future, and proof of concept systems. Systems engineering includes design, development, fabrication, integration, test, evaluation, operation, repair, maintenance, and documentation of hardware, software, firmware updating and creating new engineering drawings for the laboratory and avionic systems. The EW laboratory cognizant Security Manager is authorized to grant "Need-to-Know" approval and to provide security guidance and assistance on all matters relating to the safeguarding and control of national security information. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.2 Software Engineering. The Contractor shall provide software engineering support to include research, development, integration, test, evaluation, proof of concept development, and analysis of software and tools. Software shall be developed to support Government efforts related to development of software prototypes, to evaluate alternative solutions and implementations for specific Intelligence, Information, Imagery, Electronic Warfare (EW) and Mission Support systems and equipment, or to create support environments or support data necessary to model, simulate or evaluate test results. The Contractor shall integrate the developed software into the specified systems environment, including delivery of necessary hardware to the appropriate laboratory, such as hardware modified by the contractor, and prototypes developed by the contractor. The Contractor shall follow software development guidelines using applicable Government or industry standards such as MIL-STD-498 and the EA -6B IPT/WSSA Software Development Procedures, as specified in individual task orders.

3.2.2.1 Process Improvement: The contractor shall optimize software development utilizing the Software Engineering Institute's (SEI) Software Capability Maturity Model (SW-CMM) and/or Software Development And Documentation IEEE/EIA 12207.0, IEEE/EIA 12207.1 AND IEEE/EIA 12207.2, as specified in individual task orders.

3.2.3 On-Call Field Engineering Support: The contractor shall provide field technical support on an "on call" basis for the purpose of system installation, maintenance, troubleshooting and repair as specified in individual task orders.

3.2.4 Testing: The contractor shall plan, prepare and upon written Government approval conduct tests, experiments, system simulations, and demonstrations. The contractor shall evaluate test plans to ensure consistency with systems specifications, including requirements traceability and ensure that testing is conducted as specified in each task order. The contractor shall conduct tests to verify and validate compliance with system specifications. The contractor shall provide support of aircraft system test in Development Test and Operational Test (DT/OT) environment. The contractor shall support system acceptance testing as defined in individual task orders.

3.2.5 Studies and Analyses: The contractor shall provide design trade-off and risk assessment studies. Operations, organization, hardware, software, and support will be considered. System analysis will include time and sensitivity analyses. Technology validation experiments and/or prototyping hardware and software will be identified as appropriate. The contractor shall provide recommendations on the most cost-effective approach to systems development and maintenance through its life cycle. Those areas for application of state-of-the-art methodologies, including Commercial-off-the-Shelf (COTS) and Non-Developmental Item (NDI) will be identified which will provide

the highest payoff in system performance, cost, reliability, and maintainability. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.5.1 The contractor shall review, evaluate, and verify that developed system, subsystem, configuration item, and support equipment specifications meet the required technical adequacy as defined in individual task orders. The contractor shall develop and deliver the results of the evaluation in accordance with the instructions provided in individual task orders.

3.2.6 Requirements Definition: The contractor shall support requirements definition by: (1) conducting studies and analyses to develop system concepts, including functionality and performance requirements for existing, upgraded, and new systems; (2) identifying life cycle support requirements; (3) defining interface requirements; and (4) preparing requirement and functional baseline specifications, plans and documents. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.7 Software Requirements Support: The contractor shall perform Software Requirements Analyses which define and analyze a complete set of functional, performance, interface, operators, and qualification requirements for each Computer Software Configuration Item (CSCI). The requirements discussed shall be derived from the System or Segment Specification or other comparable requirement document as defined in individual task orders. Individual task orders will provide CDRL item development and submittal instructions.

3.2.7.1 The contractor shall develop; in accordance with individual task orders, a top-level, detailed, and/or lower level modular design for each CSCI. A detailed design of each CSCI shall be generated. Individual task orders will provide CDRL item development and submittal instructions.

3.2.7.2 The contractor shall code integrate and test each unit within the detailed design. Coding will be in accordance with the standards provided in individual task orders. Informal unit testing will be in accordance with the applicable Software Test Plan as defined in individual task orders.

3.2.7.3 The contractor shall: (1) verify designated computer software requirements and computer program/hardware interface requirements against the existing hardware and software requirements and any hardware and software modifications that occur throughout the period of performance; (2) evaluate computer program design as it develops; (3) verify coding to ensure that any changes do not adversely affect performance; (4) perform independent CSCI level tests in accordance with test plans as approved or generated by the Government for each CSCI; (5) evaluate the software test programs in order to ensure that they meet the current software configuration; and (6) provide post test analyses. The contractor shall identify conflicting, not testable, ambiguous requirements affecting software functions, as well as inadequate software data requirements. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.7.4 The contractor shall, as defined in individual task orders, verify portions of the software by conducting independent testing, code analysis, algorithm analysis, and review of the test procedures and results. Software portions may include areas critical to safety, equipment selection, mission critical performance, development schedule, and supportability. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.8 Software Support: The contractor shall support enhancements and corrections to developed software using the WSSA software development process through the use of Software Trouble Reports (STRs), Software Change Requests (SCRs), Software Change Proposals (SCPs), Discrepancy Reports (DRs). The contractor shall participate in software design reviews; test readiness reviews, audits, code walk-throughs, working group meetings, and monitor qualification tests. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.8.1 The contractor shall enter STRs, SCRs, SCPs, and DRs into the government tracking system and update status throughout the investigation and resolution process. The contractor shall process these reports by

conducting a preliminary engineering investigation to: (1) confirm that a change request is truly a new requirement or confirm that a reported problem is repeatable, and is in fact a software deficiency, not merely a symptom of a hardware malfunction, improper operation procedure or maintenance action; (2) confirm the problem has not been previously reported; and (3) determine technical approaches to solving the problem or implementing the enhancement; and (4) provide impact analyses for each approach. Based on the results of the preliminary engineering investigation, the contractor shall prepare a preliminary SCP for SCRs and STRs to be processed through internal review, Technical Review Board (TRB), Software Change Review Board (SCRB) and the SCP Review. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.8.2 The contractor shall develop the correction for the DR or approved software change proposed in the SCP. Developing the correction or approved software change may include detailed software design, coding, debugging, and testing. The SCP may be supported with marked-up requirements documents, specifications, and software design documentation in accordance with the instructions provided in individual task orders.

3.2.8.3 The contractor shall support the testing of SCPs by developing test procedures, supporting the test, and documenting the results. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.6.4 The contractor shall propose engineering solutions for assigned problems, including source code, object files, command procedures in accordance with the guidance provided in individual task orders. Individual task orders will provide CDRL item development and submittal instructions.

3.2.8.5 The contractor shall code and debug software changes to implement the approved engineering solutions. Software, including source and load files will be delivered in accordance with the requirements specified in individual task orders. Software languages may include CMS-2M, TDY-43 assembly, 8080 family assembly, FORTRAN, PLM, PASCAL, C++, ADA and "C". The software delivered will be error free, loadable and able to run on the applicable system. The contractor shall provide redlined change pages for specifications and user documentation impacted by each engineering solution. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.8.6 The contractor shall conduct problem investigation and analysis on Operational Flight Programs (OFPs) and Mission Support Programs (MSPs), and databases to identify deficiencies. The contractor shall provide the results of the analysis and the proposed engineering solutions in written problem investigation reports as defined in individual task orders.

3.2.9 Engineering Change Proposals (ECPs) and Technical Directives (TDs): The contractor shall develop or evaluate Technical Directives, and ECPs to establish requirements, testability, and technical merit. The contractor's evaluation will include risk assessment and recommendations for acceptance or rejection. The contractor shall track all ECPs in accordance with the instructions provided in individual task orders. Individual task orders will provide CDRL item development and submittal instructions.

3.2.10 Documentation: The contractor shall develop and maintain system documentation The contractor will revise or update documentation in accordance with DOD and Military standards it was created under. (DOD-STD-1679A, DOD-STD-2167A and MIL-STD-498) such as:

- Functional Operational Specification (FOS)
- Interface Design Specification (IDS)
- Program Performance Specification (PPS)
- Program Design Specification (PDS)
- Software Design Document (SDD)
- Interface Design Document (IDD)
- Software Requirements Analysis (SRA)
- Systems/Segment Specification (SSS)

Independent Verification and Validation (IV&V) Plans
Test Plans and Procedures
Configuration Management Plans
Software Development Plans
System Requirements Specifications (SRS)

Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.11 Data Management: The contractor shall provide data management support that includes the identification and control of programmatic documents. This involves the identification, coordination, collation, validation, integration, control of data requirements, planning for the timely and economical acquisition of data, ensuring the adequacy of acquired data for its intended use, and management of data assets after receipt. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.11.1 The contractor shall check the data for completeness, verify page count, and provide quality assurance review of format. The contractor shall support the distribution of data (including change pages), monitoring of storage, retrieval, and disposal of data. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.11.2 The contractor shall enter data elements into an automated Data Management tracking system. The contractor shall maintain the database and generate reports. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.12 Configuration Management: The contractor shall provide recommendations on configuration management requirements defined in individual task orders. The contractor shall develop, update, and implement the plans, procedures, and actions for identifying, controlling, and verifying the technical aspects of acquisitions. Procedures will be established to: (1) identify and assure the integrity of documentation for the functional and physical characteristics of each Hardware Configuration Item (HWCI) and CSCI; (2) control the changes to the HWCI and CSCI characteristics; and (3) record and report the processing of changes and the status of their implementation. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.12.1 The contractor shall: (1) assess the impact of changes to system configuration item specification; (2) determine if configuration item identification conforms to the functional interfaces established by system engineering; (3) ensure that configuration items are physically and logically compatible and can be operated and supported as intended; (4) assess the impact of changes; and (5) perform documentation traceability. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.12.2 The contractor shall upgrade and maintain an automated configuration management and tracking database. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.13 Communications Support. The contractor shall design and develop software and support tools to support the integration and maintenance of data, voice, and image link communication systems and tactical data broadcasts. Link protocols will include AFAPD, IDL, CNR, VMF, TACFIRE, MTS, and Link 16. Tactical data broadcasts will include TRAP, TADIXS-B, and TIBS. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.2.14 Communications Jamming Support. The contractor shall design and develop software and support tools to support the USQ-113 jamming of threat communication systems. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.

3.3 LOGISTICS ENGINEERING SUPPORT

3.3.1 Technical Publications Support. The contractor shall prepare technical publication revisions and new technical publications including technical drawings, lists, and instructions in accordance with the technical guidance and CDRL item development and submittal instructions provided in individual task orders.

3.3.2 Review of Logistics Data. The contractor shall review and comment on logistics documentation, technical publications, data and reports in accordance with the technical guidance and CDRL item development and submittal instructions provided in individual task orders.

4.0 **DELIVERABLES**

4.1 The contractor shall deliver data in accordance with the individual task orders.

4.2 Contract basic CDRLs:

A001	Contractor's Progress, Status and Management Report
A002	Technical Report - Study/Services
A003	Conference Agenda
A004	Conference Minutes
A005	Revisions to Existing Government Documents
A006	Design Review Data Package
A007	Test/Inspection Report
A008	Test Procedure
A009	Computer Software Product End Item
A00A	Presentation Materials
A00B	Scientific & Technical Report
A00C	Technical Manuals
A00D	Data Accession List (DAL)

5.0 **GOVERNMENT FURNISHED PROPERTY, GOVERNMENT FURNISHED DATA**

5.1 Government furnished property and data when required will be provided under the individual task orders and will be returned to the government when no longer required for performance of this contract or when requested by the cognizant government representative.

6.0 **SECURITY**

6.1 Access to Top Secret may be required in performance of the contract. All work shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) and the contract-associated DD-254. Individual task orders will provide technical guidance.

CLAUSES INCORPORATED BY FULL TEXT

C.02 **PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS**

(a) The contractor shall prepare and submit a report as a supplement to each Standard Form 1034 presented for payment. The report shall cover the term for which the invoice is submitted and shall include the following information, when applicable:

- (1) Identification of Elements
 - (i) Title (“Level of Effort, Progress and Status Report”)
 - (ii) Contract, Invoice and Control Numbers
 - (iii) Contractor’s Name and Address
 - (iv) Date of Report
 - (v) Reporting (invoicing) Period
 - (vi) Name of Individual Preparing Report
- (2) Description of Elements
 - (i) Description of progress made during the reporting period, including problem areas encountered, and recommendations.
 - (ii) Results obtained relating to previously identified problem areas.
 - (iii) Deliverables completed and delivered.
 - (iv) Extent of subcontracting and results achieved.
 - (v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel.
 - (vi) Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals * utilized and the amount of labor hours expended by each.
 - (vii) Labor hours, by labor category and cumulatively, anticipated to be required for completion of the contract.
 - (viii) Materials and other direct cost items expended in performance of the contract during the reporting period.
 - (ix) Problem areas and recommendations involving impact on technical, cost and scheduling requirements.
- (b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.
- (c) Distribution of the report shall, as a minimum, be one (1) copy to the Contract Administration Office and one (1) copy to the Contracting Officer’s Technical Representative. Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

C.15 UNCOMPENSATED OVERTIME/COMPETITIVE TIME REPORT

- If the contractor proposed the use of uncompensated overtime/competitive time, the contractor shall submit a monthly report which provides:
- (a) The number of uncompensated hours incurred, by individual; and
 - (b) A description of the tasks performed during the uncompensated hours. One copy shall be submitted to the Contracting Officer's Representative.

C.18 SEGREGATION OF COSTS AND INVOICE REQUIREMENTS

- (a) The contractor shall segregate costs incurred under this contract at the lowest level of performance, either by tasks or by subtask, rather than only on a Contract Line Item Number (CLIN) or total contract basis and shall submit invoices reflecting costs incurred at that level. In addition, the contractor shall submit invoices containing summaries or work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date.
- (b) When there is more than one line of accounting, the Government will ascribe each ACRN preceding the accounting citation in the contract or a particular CLIN. The Government will pay contractor invoices by charging only an ACRN corresponding to the CLIN invoiced. Accordingly, when there are many lines of accounting, the Government will fund each CLIN separately and it will summarize the funding level for each CLIN. The contractor's invoices shall state separate incremental and cumulative amounts for each CLIN with further segregation by task and subtask showing each element of cost.
- (c) Invoices shall contain the following cost elements by schedule and include supporting detail.
- (d) Invoice summary for current billing period and cumulative.

(Schedule A) - Direct Labor	\$
(Schedule B) - Material	\$
(Schedule C) - Travel	\$

(Schedule D) - Other Direct Charges	\$					
(Schedule E) - Indirect Charges	\$					
(Schedule F) - Adjustments	\$	_____				
TOTAL	\$	_____				
(Schedule G) - Outstanding Commitments						
Schedule A - DIRECT LABOR						
Period Covered		Cumulative				
00-00-00		\$000				
Employee Identifier	Labor Category	Hours Worked	Unburdened Off-site	Burdened **On-site *Rate	Total Hours *Rate	Costs
_____	_____	\$_____	\$_____	\$_____	\$_____	\$_____
TOTAL						

Direct labor rates shall be reported as both fully burdened and unburdened rates for the current period. The unburdened rate shall not include indirect costs, and shall reflect the actual rate paid. The cumulative period shall only reflect the fully burdened direct labor costs.

**On-site work is considered to be work performed at a Government installation. Off-site work is work performed at the contractor's facility.

Schedule B - MATERIAL

* Material charges shall be itemized and shall include the invoice number, date, total amount, company, purchase order number, and description of the item. A copy of the paid invoice shall be made available upon request.

Schedule C - TRAVEL

Travel charges shall be itemized and shall include the dates of travel, names of individuals traveling, destination, purpose, and total cost. A copy of the travel voucher shall be made available upon request. Copies of back-up receipts need not be submitted; however, they should be retained and are subject to review.

Schedule D - OTHER DIRECT CHARGES

Other direct charges shall be itemized. Copies of invoices shall be available upon request. Subcontractor invoices shall be in the same format and require the same detail.

Schedule E - INDIRECT CHARGES

Indirect charges include those charges based upon a rate that is subject to verification by DCAA at contract close-out.

Schedule F - ADJUSTMENTS

Current fiscal year invoice adjustments shall be shown in this section along with the justification. Adjustments shall pertain to prior fiscal years shall be invoiced separately.

Schedule G - OUTSTANDING COMMITMENTS

Any authorized expenditures that remain unpaid but will be reimbursed pending the receipt of a supplier invoice or travel claim shall be shown in this section.

(e) Invoices that must be segregated by CLIN can either have the CLINs itemized on each schedule or each CLIN can be presented individually. The contractor is not authorized to claim or will the Navy pay for direct costs associated with preparation of an invoice.

(f) Program management/support charges are limited to the first level supervisor. Program management hours above the supervisory level and other support hours not identified in the RFP must be explained in the proposal with a justification of the specific duties to be performed. The costs shall not be permitted without approval of the contracting officer.

C.33 CONTRACT DATA REQUIREMENTS LIST

Item 0002 shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, dated 17 May 2004, Exhibit "A" of this contract.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9507 PACKAGING AND MARKING OF REPORTS (SEP 1999)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall promptly display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded;
- (5) Name, code and activity of sponsoring individual.

CLAUSES INCORPORATED BY FULL TEXT

D-TXT-03 PACKAGING AND MARKING OF SHIPMENTS (APR 2002)

The Contractor shall preserve, package and mark all shipments in accordance with ASTM (American Society of Testing and Materials) D3951-98, Standard Practice for Commercial Packaging.

D-TXT-04 CLASSIFIED MATTER (APR 2002)

Classified matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the National Industrial Security Program Operating Manual (NISPOM) and the DD Form 254 attached to this contract.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

E-TXT-04 INSPECTION AND ACCEPTANCE (DESTINATION) (APR 2002)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

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

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

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

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

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

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

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

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to

grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

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

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

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

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

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM	CONTRACT LINE DESCRIPTION	QUANTITY ITEMS
TOTAL	_____	_____	_____

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

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

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

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

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)

(a) The contract shall commence on contract award date and shall continue sixty months. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

5252.216-9507 MINIMUM AND MAXIMUM QUANTITIES (MAR 1999) (NAVAIR)

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is \$150,000; the maximum quantity is the total value of the contract.

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) Contract Specialist, Code 254300E, 575 I Avenue, Suite 1, Point Mugu, CA 93042.

(2) Contracting Officer's Representative – Designated in Task Order.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: See individual task order.

F-TXT-08 SHIPPING INSTRUCTIONS (POINT MUGU)

SHIP TO: NAVAL BASE VENTURA COUNTY (NBVC)

Receiving Officer, Code N41VW/BLDG 65

N68936-05-D-XXXX

Point Mugu, CA 93042-5033

Failure to mark each shipping label and packing list as indicated above may result in return of shipment at your expense, or will cause a delay in processing your invoice for payment.

RECEIVING DOCK HOURS ARE FROM 0800 TO 1530, MONDAY THROUGH THURSDAY EXCLUDING HOLIDAYS WHEN THE RECEIVING DOCK WILL BE CLOSED.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVAIR) (OCT 1994)

(a) The Contracting Officer has designated [insert name, mailing address, code and telephone number] as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following: [PCO should specify duties and responsibilities of the COR or reference Attachment]

* To be provided at contract award.

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

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

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the DCAA at the following address: (Provided at Contract Award) unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to (Contracting Officer's Representative. Following verification, the DCAA auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

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

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

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

(e) A DD Form 250, "Material Inspection and Receiving Report",

** is required with each invoice submittal.

** is required only with the final invoice.

X is not required.

(f) A Certificate of Performance

** shall be provided with each invoice submittal.

X is not required

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

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

Note – If your cognizant DCAA authorizes paragraph (b)(1), the preceding clause will be deleted at contract award and the following clause will prevail.

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) ALT II (DEC 1996)

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

(b)(i) In accordance with DFARS 242.803(b)(i)(C), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address: **Cognizant DCAA**

A copy of every invoice shall also be provided to the individual listed below, at the address shown (if completed by the contracting officer): **Contracting Officer's Representative – address provided at contract award.**

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 15 calendar days between performance and submission of an interim payment invoice.

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

(1) Contract line item number (CLIN).

(2) Subline item number (SLIN).

(3) Accounting Classification Reference Number (ACRN).

(4) Payment terms.

(5) Procuring activity.

(6) Date supplies provided or services performed.

(7) Costs incurred and allowable under the contract.

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided.

(e) A DD Form 250, "Material Inspection and Receiving Report",

[] is required with each invoice submittal.

[] is required only with the final invoice.

[X] is not required.

(f) A Certificate of Performance

[] shall be provided with each invoice submittal.

[X] is not required.

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

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

5252.232-9503 INVOICE INSTRUCTIONS (MAR 1999)

(a) General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to **Contractor to provide address of cognizant ACO, address, and email address.**

(b) Assignments. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the contractor - not the assignee - is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows: Pursuant to the instrument of assignment, dated _____, make payment of this invoice to [[name and address of assignee](#)].

(c) Contractor Request for Progress Payment. If the contract provides for progress payments, each contractor request for progress payment shall be submitted on Standard Form 1443, Contractor Request for Progress Payment, directly to the ACO with any additional information reasonably requested by the ACO. With regard to ceiling priced orders, each Contractor Progress Payment Request shall be made in accordance with paragraph (k) of the clause entitled "Ordering -Provisioned Items", if included in the contract, or paragraph (k) of the clause entitled "Orders (Fixed-Price)". If the contract includes Foreign Military Sales (FMS) requirements, request for progress payment shall be submitted in accordance with the procedures of DFARS Clause 252.232-7002, "Progress Payments for Foreign Military Sales Acquisitions".

5252.232-9521 PAYMENT INQUIRIES (NAVAIR) (AUG 1998)

Inquiries regarding payment should be referred to: the DFAS Vendor Pay Inquiry System (VPIS) at <http://www.dfas.mil/money/vendor/>. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR) (MAY 1998)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

[[insert the office title and address of the office receiving administration responsibility.](#)]

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: NONE

(3) The Accounting Classification Reference Numbers (ACRN) assigned by the Naval Air Systems Command shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by Naval Air Systems Command, the contract administration office

may assign a two-position ACRN that can be either alpha-numeric (A1 through B9 and continuing, if necessary through Z9, excluding the letters "I" and "O") or alpha (AA through ZZ, excluding the letters "I" and "O"), (see DFARS 204.7101).

(4) The cognizant contract administration office shall distribute to the U.S. Navy International Logistics Control Office (NAVILCO) (Code 20), 700 Robbins Avenue, Philadelphia, Pennsylvania 19111, a copy of any report or document which indicates an anticipated or actual delay in the delivery of supplies or services called for under the Navy International Logistics Program (ILP) Foreign Military Sales (FMS) (or Military Assistance Program (MAP)) Item(s) identified in Section B, if any. Copies of reports or documents distributed to NAVILCO shall include the applicable Item number, the FMS Case identifier and FMS country (or MAP record Control/Program Directive number identifier) and the requisition number and shall be in addition to any other distribution required by this contract or directives applicable to the cognizant contract administration office.

(b) PCO Quality Assurance Representative. Any quality assurance questions, comments, problems, recommendations, etc., which cannot be resolved at the Administrative Contracting Officer (ACO) Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) QAR designated below: - Addressed in individual task order.

(c) Paying Office. The disbursing office which will make payments is designated as follows: To be provided at contract award.

(d) Remittance Address. The address to which payments should be mailed by the Government is: **To be provided by Contractor.**

G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION (APR 2002)

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: **Provided by the Contractor.**

G-TXT-04 APPOINTMENT OF ORDERING OFFICER(S) (APR 2002)

(a) The following activity is designated as the authorized Ordering Officer: Naval Air Warfare Center Weapons Division, Point Mugu, CA 93042

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

G-TXT-06 SECURITY ASSIGNMENT (APR 2002)

Defense Security Service, * is hereby assigned administrative responsibility for safeguarding classified information. **CONTRACTOR TO PROVIDE LOCAL SERVICING DEFENSE SECURITY SERVICE.**

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

- (1) For all DoD property for which the Contractor is accountable under the contract;
- (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
- (3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (JULY 2003)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDDL), DoD 5010.12-L, and DIDs listed therein. The AMSDDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page. For questions regarding the site, you may contact the Special Assistance Desk at (215) 697-2179. Requests may also be made by FAX and must contain each desired AMSDL, DID, or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L) and the requestor's complete mailing address. A maximum of one (1) copy of each document will be issued. Requests should be faxed to (215) 697-1462.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (DEV) (DEC 2001)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, or alternate Friday, then such holiday shall be observed by the assigned Government employees at the using activity.

(c) The Naval Air Warfare Center Weapons Division works a 4/5/9 work schedule. Therefore alternate Fridays are not a part of the normal work week for work performed on-site at a Naval Air Warfare Center Weapons Division site. The majority of the Government offices are closed on alternate Fridays.

(d) No deviation in the normal work week will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

5252.216-9500 UNILATERAL UNPRICED DELIVERY/TASK ORDERS (NOV 1999)

(a) When the government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Ordering Officer may issue a unilateral unpriced order requiring the contractor to provide the supplies or services specified.

(b) The unilateral unpriced order shall specify the ceiling price and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The contractor shall submit its cost proposal within thirty (30) days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(d) Should the ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilateral unpriced order which establishes the Government's total estimated cost for the order. This estimate will remain in effect until a final price is established in a bilateral modification to the order.

(e) Failure to arrive at an agreement shall be handled as a dispute in accordance with the clause entitled "Disputes".

5252.216-9502 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (MAR 1999)

Upon determination that funds are available, oral orders may be placed providing the following are complied with:

(a) No oral order will exceed \$100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(b) Contractor will furnish with each shipment a delivery ticket, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders will be accompanied with proof of delivery or receipt.

(d) Ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the contractor.

(e) Written confirmation of oral orders will be issued as a means of documenting the oral order within [insert number of days] working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

5252.216-9534 TASK ORDERS PROCEDURES (SEP 1999)

(a) The following activity is designated as Ordering Officer: Naval Air Warfare Center Weapons Division, Point Mugu, CA.

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

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. For task orders with an estimated value of greater than \$[insert dollar threshold], the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (ii) overtime hours by labor category,
- (iii) proposed completion or delivery dates,
- (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (v) dollar amount and type of any proposed subcontracts, and
- (vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering

Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

(A) notify the Ordering Officer immediately,

(B) submit a proposal for the work requested in the task order,

(C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation paragraph (c) of FAR Clause 52.232-22, "Limitation of Funds" are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within 7 working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within 7 working days from the time of the oral communication amending the order.)

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 82) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

Office of Counsel, Code 7710000E

Naval Air Warfare Center Weapons Division

575 I Avenue, Suite 1

Point Mugu, CA 93042

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

5252.228-9501 LIABILITY INSURANCE (MAR 1999)

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

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (MAR 2000)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with food traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)(SEP 1999)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or maternity leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the

contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (SEP 2000)

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)

(a) The term "material" includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

(b) Prior written approval of the COR shall be required for all purchases of materials. If the contractor's proposal submitted for a task order includes a list of materials with associated prices, then the COR's acceptance of the contractor's proposal shall constitute written approval of those purchases.

(c) The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: H.G. Kelley, 575 I Avenue, Suite 1, Point Mugu, CA 93042; 805/989-1943

H-TXT-02 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (APR 2002)

(a) The Contracting Officer has designated:

Name: *

Code: *

Mail Address: *

Telephone Number: *

as the authorized Contracting Officer's Representative (COR) for this contract/order.

(b) The COR is responsible for monitoring the performance and progress, as well as overall technical management of the orders placed hereunder and should be contacted regarding any questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of this contract.

(c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

*** To be completed at contract award.**

H-TXT-03 DESIGNATION OF GOVERNMENT TECHNICAL ASSISTANT (APR 2002)

(a) The Contracting Officer hereby designates the following as Technical Assistant for this contract:

Name: *

Code: *

Mail Address: *

Telephone Number: *

(b) The above person is responsible for monitoring the technical performance and progress of this contract and should be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer.

(c) When, in the opinion of the Contractor, the technical assistant or any other Government representative requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing.

(d) On all problems that pertain to contract terms and conditions, the Contractor shall contact the Contracting Officer. H.G. Kelley

***To be completed at contract award.**

H-TXT-15 DESIGNATION OF CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (OCT 2002)

(a) The Contracting Officer has designated:

NAME * _____
CODE * _____
MAIL ADDRESS * _____
TELEPHONE NO. * _____

as the authorized Contracting Officer's Security Representative (COSR) for this contract/order.

(b) The Contracting Officer's Security Representative (COSR) is responsible for the security administration of this contract as required by SECNAVINST 5510.36, Department of the Navy Information Security Program (ISP) Regulation.

(c) The COSR is responsible for signing the Contract Security Classification Specification (DD 254), and revisions thereto. The COSR shall ensure that the industrial security functions specified in chapter 11 of SECNAVINST 5510.36 are accomplished when classified information is provided to industry for performance on a contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.225-8	Duty-Free Entry	FEB 2000

52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-14	Rights in Data--General	JUN 1987
52.230-2	Cost Accounting Standards	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2004
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	JUN 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JAN 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Hawaiian Small Business Concerns	OCT 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-8 FIXED FEE (MAR 1997)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided, that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award plus sixty months.

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 50 man-hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the contract value;

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

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the

Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed (*) or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* To be negotiated on an order-by-order basis.

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

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
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52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions.

"Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either--

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon--

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	25	25
Incentive (fixed-price or cost)(other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement ([includes cost-plus-award-fee; excludes other cost-type incentive Contracts])	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

- (i) Fixed-price contracts--add to contract price.
 - (ii) Cost-reimbursement contracts--add to contract fee.
- (i) Concurrent and future contract savings.
- (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
- (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by--
- (i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
 - (ii) Multiplying the result by the Contractor's sharing rate.
- (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by--
- (i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
 - (ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
 - (iii) Multiplying the result by the Contractor's sharing rate.
- (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.
- (5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
- (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
 - (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
- (k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
- (m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:
- These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's*

right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

Section J - List of Documents, Exhibits and Other Attachments

~~SECTION J LIST OF DOCUMENTS~~

SECTION J List of Documents, Exhibits and Other Attachments

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SECTION J

LIST OF ATTACHMENTS

ATTACHMENT NO. & TITLE	DATE	NO. OF PAGES
(1) Contract Security Classification Specification (DD-254)	26 May 2000	23

EXHIBITS

(A) Contract Data Requirements List (DD 1423)	17 May 2004	16
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Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit _	Exhibit A - CDRLS	16	17-MAY-2004

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-25	Affirmative Action Compliance	APR 1984
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

TIN:_____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal Government;

Other. State basis._____

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt):

- Corporate entity (tax-exempt);
 Government entity (Federal, State, or local);
 Foreign government;
 International organization per 26 CFR 1.6049-4;
 Other _____.

(f) Common Parent.

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

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

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

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

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

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

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

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

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

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information

of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

Place of performance	Name and address of owner and
(street address, city, state,	operator of the plant or facility
county, zip code)	if other than offeror or respondent

_____	_____
_____	_____
_____	_____

52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)

The offeror has [check the appropriate block]:

[] (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this proposal; if "none," so state]: _____.

[] (b) Enclosed its annual representations and certifications.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$23M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision. The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

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

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

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

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern," as used in this provision, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) * For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

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

The offeror represents that--

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

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

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

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

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

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

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

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the

pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

* (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

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

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

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

* (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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

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

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

* (4) Certificate of Interim Exemption. The offeror hereby certifies that:

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement.

The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. []* yes []* no

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) *Definitions.* "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

(3) The following end products are other foreign end products:

Line Item Number

Country of Origin (If known)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION OF SUPPLIES BY SEA (AUG 1992)

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

(b) Representation. The Offeror represents that it--

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

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

K-TXT-01 EQUIVALENT WORK REPRESENTATION (APR 2002)

The offeror hereby represents that he or she () has, () has not previously been, nor is currently being, paid for essentially equivalent work by an agency of the Federal Government.

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.203-5	Covenant Against Contingent Fees	APR 1984
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (JAN 2004)

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

- (a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or
- (b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2179, Facsimile (215) 697-1462.

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contracts awarded as a result of this solicitation will be a DX rated order; DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 350), and the Contractor will be required to follow all of the requirements of this regulation.

52.215-1 INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (JAN 2004)

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and
(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;
(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets insert numbers or other identification of sheets; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

Place of performance	Name and address of owner and
(street address, city, state,	operator of the plant or facility
county, zip code)	if other than offeror or respondent

_____	_____
_____	_____
_____	_____

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF), Indefinite-Delivery Indefinite-Quantity (IDIQ), Level of Effort (LOE) contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

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

H. G. KELLEY, Contracting Officer
Code 254300E/Bldg. 65
Naval Air Warfare Center Weapons Division
575 I Avenue, Suite 1
Point Mugu, CA 93042-5049

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

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

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

solicitation provision may be accessed electronically at this/these address(es): www.arnet.gov/far/ or www.farsite.hill.af.mil/

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

5252.215-9511 REALISM OF COST PROPOSALS (NAVAIR) (MAY 1998)

(a) An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb a portion of the estimated cost, that should be stated in the proposal and the contract will include a clause which requires the offeror to absorb that portion of costs reflected in its cost proposal.

(b) Any significant inconsistency if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and of his financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the offeror.

5252.215-9520 CONTENT OF PROPOSALS (SERVICES) (SEP 1999) ALT I (MAR 1999)

(a) General. The offerors must submit one original, 8 copies, and one electronic compact disc (CD) copy (Microsoft Office Product) of each volume of their technical, management and past performance proposals and one original, two copies, and one CD (Microsoft Office Product) of the cost proposal.

(1) A proposal submitted in response to this solicitation must consist of four separate volumes: Technical, Management, Past Performance and Cost. The Technical, Management, and Past Performance volumes must not contain any contract price or cost information except as indicated below.

(2) Any data previously submitted in response to another solicitation will be assumed unavailable to the government; and this data must not be incorporated into the technical proposal by reference.

(3) Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and may be considered unacceptable.

(4) Proposals must be legible, double spaced (personnel resumes can be single spaced), typewritten (on one side only), in a font size not smaller than 10, on paper not larger than eight and a half by eleven inches and not to exceed the page limits established herein. Size of the pages must be uniform, however, some fold out charts or diagrams may be used. If proposal sections exceed the limitations set forth herein, excess text will be removed from the back of that section and not evaluated.

(5) The Technical, Management and Past Performance volumes must be submitted in separately sealed envelopes within a sealed package, and be clearly marked with the solicitation number. Separate proposal packages containing components of the offer, such as separate proposals submitted by proposed subcontracts, will not be accepted. Cost or pricing data, or other information which may be considered proprietary to subcontractors, shall be submitted with the prime contractor's proposal in a separate sealed envelope. Each volume must have a Table of Contents. Proposals submitted in response to this solicitation must contain the information as outlined below.

(b) **Technical Volume. Technical Approach**

The Technical Volume consists of the following four elements and factors as listed below. No cost or price information may be included in the Technical Volume. The Technical Volume shall not be classified. This section of the technical volume provides instructions for the offeror's response to the requirements set forth in Section C, Statement of Work.

ELEMENT 1 - TECHNICAL

Factor 1 – Hardware Engineering: (Oral)

Subfactor 1: Requirements Definition. Offerors shall provide a detailed technical report on their ability to research, analyze, define and document requirements associated with: analyzing signals and intelligence reports, tactical data links, upgrade of EA -6B avionics, software and subsystems, training system upgrades, and high-power RF & microwave jamming transmitters. Their proposal shall identify the level of understanding and direct applicable experience. Information provided should include the offeror's experience defining the following requirements: (1) functionality and performance, (2) life cycle support, (3) interface, and (4) preparations for baseline specifications, plans, etc. This portion of the proposal will be presented orally, in accordance with the guidance for oral presentations herein.

Subfactor 2: Design, Prototype, Integration and Test: Offerors shall provide their technical approach on their ability to design, prototype, integrate and test hardware upgrades for the EA -6B aircraft, including high power jamming systems, avionics, mission planning and post-flight analysis systems, and training systems. The Offeror shall identify their level of understanding and direct applicable experience. Information provided should include the offeror's experience on (1) types of hardware, (2) integration performed, including platform, system, subsystem, etc. and (3) testing performed, including acceptance, aircraft qualification, EMI/EMC, jamming transmitter performance, and RF system testing. This portion of the proposal will be presented orally, in accordance with the guidance for oral presentations herein.

Factor 2 – Software Engineering: (Written)

Sub-Factor 1: Definition, Design, Development of Software based on Systems Requirements. Offeror's shall provide their ability to research, analyze, define and document requirements associated with the development of software for the EA -6B aircraft, post-flight data analysis, mission planning, and EA -6B training systems. The proposal shall identify their level of understanding and direct applicable experience. Information provided should include the offeror's experience analyzing system-level requirements to define a complete set of functional, performance, interface, and verification requirements allocated to Computer Software Configuration Items (CSCIs). Information should include details associated with development top-level, detailed, and/or lower level modular designs for each CSCI. Proposals shall be limited to five (5) pages.

Sub-Factor 2: Test, Integration and Independent Verification and Validation (IV&V) of Software. Offerors shall provide their ability to test, integrate, and IV&V software for the EA -6B aircraft, including avionics and subsystems, training systems, and mission planning and post-flight analysis systems. The proposal shall identify their level of understanding and direct applicable experience. Information provided should include the offeror's experience verifying designed computer software requirements (including interface requirements) against the requirements; evaluating (as developed) computer program design; verifying coding for impact on performance; performing independent CSCI level tests; evaluating software test programs for compliance with current software configuration; and providing post test analyses. Proposals shall be limited to five (5) pages.

Sub-Factor 3: Maintenance of Software Systems. Offerors shall provide their ability to maintain software for the EA-6B aircraft, including avionics and subsystems, training systems, and mission planning and post-flight analysis systems. The proposal shall identify their level of understanding and direct applicable experience. Information provided should include the offeror's experience managing and correcting Software Trouble Reports (STRs), and Discrepancy Reports (DRs). In addition, the provided information should address the offeror's experience participating in software reviews (design, test readiness), audits, code walk-throughs, working group meetings, and participation in qualification tests. Provided information should also include experience with conducting software

problem investigations and analyses to identify deficiencies, providing the results of the analyses via problem investigation reports. Proposals shall be limited to five (5) pages.

Factor 3: Documentation Support: (Oral)

Sub-Factor 1: Software Test Documentation. Offerors shall describe their ability to develop and maintain QA and Test Documentation for the EA -6B aircraft, including avionics and subsystems, training systems, and mission planning and post-flight analysis systems. The offeror shall identify their level of understanding and direct applicable experience. Information provided should include the offeror's experience developing and maintaining test plans and procedures, traceability of test cases to requirements, and test reports. This portion of the proposal will be presented orally, in accordance with the guidance for oral presentations herein.

Sub-Factor 2: Design Documentation. Offerors shall describe recent EA -6B experience or proposed approach for the development and maintenance of design documentation, including EA -6B and mission support systems. The description should include any recent EA -6B and mission support experience developing and maintaining Functional Operational Specifications, Interface Design Specifications, Program Performance Specifications, Program Design Specifications, Software Design Documents, Interface Design Documents, Software Requirements Specifications, and System/Segment Specifications. Provided information should also include experiences applying DoD standards such as MIL-STD-498, MIL-STD-1679A, MIL-STD-2167A etc. This portion of the proposal will be presented orally, in accordance with the guidance for oral presentations herein.

Sub-Factor 3: User Documentation. Offerors shall describe recent EA -6B experience or proposed approach for the development and maintenance of user documentation for EA -6B aircraft including avionics and subsystems, training systems, and mission planning and post-flight analysis. The description should include any recent EA -6B and mission support experience developing and maintaining Technical Publications, NATOPS Flight Manuals, Weapons Systems Operator's Manuals, fleet introduction training, training source materials, and Technical Directives. Provided information should also include experiences of contractor in verifying that the technical documentation matches the as built/as specified performance of the system. This portion of the proposal will be presented orally, in accordance with the guidance for oral presentations herein.

Sub-Factor 4: Technical Risk – (Written). The offeror's proposal shall identify technical challenges and risks which could affect performance of the contract. Proposals shall be limited to ten (10) pages.

Table 1 (below) specifies EA -6B Systems; tools; and knowledge, skills, processes and software that comprise a significant portion of each of the factors listed above.

Specific EA -6B Systems
ALQ-99 Tactical Jamming and Receiving System
Low Band Transmitter
Band 7/8 Transmitter
Multifunction Information Distribution System (MIDS)
EA-6B Mission Planning Systems (TEAMS, JMPS)
Tactical Electronic Reconnaissance Processing and Evaluation System [TERPES] AN/TSQ-90D(V)
Miniaturized Airborne Tactical Terminal (MATT)
Improved Data Modem (IDM)
USQ-113
High Speed Antiradiation Missile (HARM/AGM-88)
AYK-14 Computer
Control Display Navigation Unit (CDNU)
Common IFF Transponder (CXP/APX-118)
Ground Proximity Warning System (GPWS)

Digital Flight Control System (DFCS)
CNS/ATM- GPS Integrity
MIDS Host Computer (MHC)
TACAN (ARN-84)

Specific Tools
Dynamic Object Oriented Requirements (DOORS)
ProcessMax
CM Synergy
Rational Suite (Rose, ClearCase, ClearQuest, TestManager)
Interleaf
Data Link Test Tools (DLTT) from SPAWAR
Autocad
MIL-STD-1553 and ARINC-429 Data bus analyzers
Intelligent Multiplexer (IMUX) Flight Instrumentation System
Microwave Spectrum Analyzer
Microwave Network Analyzer

Specific Knowledge / Skills / Processes / Software
EA-6B Mission Tactics
Electronic Warfare Threat Data (NEDB, EWIR)
EA-6B Technical Publications
EA-6B NATOPS
VxWorks
CMS-2M
C++, C, Ada
Wind River Systems Tornado Development Environment
Software Engineering Institute (SEI) Capability Maturity Model (CMM) Version 1.1
Software Engineering Institute, Capability Maturity Model Integrated (CMMI)
IEEE/EIA-12207 Software Life Cycle Processes
NAVAIRINST 00-25-300 Technical Directives System
High power RF/Microwave transmitter design and test
High power RF/Microwave steerable antennas
MIL-STD-1553
ARINC-429
MIDS Host Computer
Link 16 (MIL-STD-6016, OS-516)
TCP/IP (Ethernet Protocol)
UDP
Variable Message Format (VMF)
EMI/EMC Control (MIL-STD-461E)

(c) **Management Volume.** The Management Volume consists of the two sub-factors listed below:

ELEMENT 2 – MANAGEMENT (Written)

Factor 1: Management Plan

Factor 2: Management Risk

Factor 1: Management Plan. The management plan shall address the organizational structure and lines of authority, specifically in regards to reporting and responsibility for task progress and completion. The management plan shall include plans for; project/task management, schedule tracking/management, a configuration management plan, cost tracking/management, and workforce skills management, including critical personnel resumes. Proposals shall be limited to ten (10) pages.

Factor 2: Management Risk. The offeror's proposal shall identify management challenges and risks that could affect performance of the contract. Proposals shall be limited to ten (10) pages.

(1) Section I - Management Plan. The offeror's management plan must include the proposed lines of responsibility, authority, and communication through which the tasks will be managed, and the procedures to be taken to insure quality control and cost control. The management plan will also discuss the methods by which source documentation provided by the Naval Air Systems Command will be protected and controlled. The offeror must maintain a facility cleared for storing material at the level required by the DD Form 254 (if applicable), if this task is required by the contract. The offeror must define the proposed organizational structure (including responsibilities, Work Breakout Structure, and reporting structure) for the project, how personnel will be assigned from task to task throughout the contractual period, and how the proposed project team will interface with both the offeror's corporate structure and with the NAVAIR command structure. The offeror must propose policies and procedures for managing and directing the effort for standardization, productivity, quality, cost control and cost management. Also, describe the plan for early identification and resolution of problems. This section is limited to **ten (10)** pages.

(2) Section II – **Key Personnel.** Personnel assigned to or utilized by the contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth in subsection (i) below and shall be fully capable of performing in an efficient, reliable and professional manner. The Government will review resumes of the offeror's personnel proposed to be assigned, and if personnel are not currently in the employ of the offeror, a written agreement from the potential employee to work will be part of the proposal. If the Government questions the qualifications or competence of any person performing under this contract, the burden of proof to sustain that person's qualifications shall be upon the offeror.

(i) This section must contain resumes reflecting the qualifications and experience of all personnel being proposed for the labor categories set out below. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided with the offeror's proposal identifying the difference.

Program Manager

Bachelor's degree or equivalent training in Aeronautical, Electronic, Computer Systems, Computer Technology, Computer Science, Engineering, other Science or related discipline. Ten years of experience required in an engineering-related function, three years of which must have been in a technical management capacity in an area relevant to Naval Aviation Programs. Postgraduate degree is preferred and may be submitted for two years of directly related management experience. Demonstrated capability in one or more of the contract core areas – Computer System Engineering; Computer System Services, Data Management Services, Modeling, Analysis and Simulation; Professional Support Services, Test, Analysis and Evaluation; and Systems Integration.

Systems Engineer

Bachelor's degree in Engineering, Science, or related discipline. Fifteen years of experience required in technical/scientific related function, of which three years have been in a technical supervisory capacity. Postgraduate degree in related discipline and may be submitted for two-three years of technical experience. Demonstrated capability in one or more of the contract core areas – Computer System Engineering; Computer System Services, Data Management Services, Modeling, Analysis and Simulation; Professional Support Services, Test, Analysis and Evaluation; and Systems Integration.

Journeyman Engineer

Bachelor's degree or equivalent training in Engineering, Science, or related discipline. Six years progressive professional experience is required.

Engineer

Bachelor's degree or equivalent training in Engineering, Science, or related discipline. Minimum of two years progressive professional experience is required.

Senior Technical Staff

Recognized expert in his/her field of endeavor. Fourteen years of progressive experience in various engineering and technical fields such as Operation Research and Analysis, Joint Warfighting Systems, Education and Training, Database Systems, Modeling and Simulation, C4I Systems, Systems Integration, Configuration Management, Quality Assurance, Systems Development, Logistics, Design and Test and Evaluation.

Junior Technical Staff

Recognized expert in his/her field of endeavor. Six years of progressive experience in various engineering related fields such as Operation Research and Analysis, Joint Warfighting Systems, Education and Training, Database Systems, Modeling and Simulation, C4I Systems, Systems Integration, Configuration Management, Quality Assurance, Systems Development, Design and Test and Evaluation.

Support Staff

Non-degreed; combination of education, training, and one to three years experience pertaining to technical, scientific or program clerical support. Specialized training or education may be substituted for experience. Performs standardized or prescribed clerical/administrative assignments, involving a sequence of related operations. Follows standard work methods or explicit instructions; grammatical accuracy of routine work is reviewed on completion; non-routine work may also be reviewed in process. Work may be accomplished in any of the information technology core areas.

(ii) For each labor category identified, the offeror shall define and specify the minimum qualifications/experience elements which will be used by the contractor as a basis for assigning personnel for work under the contract. Personnel resumes submitted by the offeror must reflect the necessary qualifications and experience as described in the labor category descriptions and represent the offeror's capability to perform the tasks contained in Section C. Resume entries shall detail specific skills and include separate entries for each position in which those skills were performed. This section is limited to a total of two pages per resume.

(iii) The offeror must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements of this contract. The work history of each offeror's employees shall contain experience directly related to the tasks and functions to be assigned. The Government reserves the right to determine if a given work history contains necessary and sufficiently detailed related experience to reasonably ensure the offeror's ability for effective and efficient performance.

(iv) Current annual salary is required only if the employee is currently employed by the offeror or subcontractor. If the employee is a contingency hire, the offeror or subcontractor must include the agreed to annual salary of the prospective employee, as well as a signed commitment to work. Resumes for subcontractor(s) personnel may be submitted in a separately sealed envelope to the prime contractor. This sealed envelope will be submitted with the prime contractor's Personnel Section.

(v) Additional categories identified in this solicitation will not be used for evaluation purposes and offerors are not to submit resumes for those categories. However, offerors must include all labor categories in the manpower utilization matrix and must demonstrate in their proposals, an ability to present the intention to provide personnel meeting or exceeding those minimum qualifications to commence work at the time of contract award.

(d) Past Performance Volume.

ELEMENT 3 – PAST PERFORMANCE – (Written)

Factor 1: Quality of Performance. The offeror shall provide a minimum of three and a maximum of five Government and/or commercial contract references with points of contact. The contractor will be evaluated on: (1) quality of product or service; (2) cost control; (3) timeliness of performance; (4) business relationships; (5) customer satisfaction; and (6) ability to staff and maintain critical personnel.

(1) The past performance volume must be specific, detailed, and complete enough to clearly demonstrate the offeror's ability to meet all of the requirements of the solicitation. The performance volume will contain a description of the offeror's Government contracts (both prime and major subcontracts) received during the past three years, which are in any way similar to the effort required by the solicitation. The description should include, as a minimum, the following information: the offeror's CAGE and DUNS numbers; contract number; contract type; awarded/estimated price; Government points of contact; a brief narrative of the work required and similarities with the requirements of this solicitation. This information will be used to evaluate such areas as quality of product or service, schedule and cost control, personnel retention, and business and customer relationships.

(2) The offeror must provide a matrix of recent corporate experience as shown on Table 1, Matrix of Corporate Accomplishments". This section is limited to a total of five pages. This information will be used to evaluate past performance and systemic improvement.

(e) Cost Volume.**ELEMENT 4 – COST (Written)**

(1) The following information must be provided in the cost proposal for each resume required to be submitted in the management proposal: estimated annual salary; total estimated annual hours; and total estimated hours to be worked under the proposed contract. Failure to provide this information may impact the Government's evaluation of contractor's proposals. If this information is proprietary to subcontractors, it may be provided in a separate sealed envelope; however, it must be **easily identifiable** and readily combined with the rest of the proposal.

(2) Rates are required for any labor categories for which more than one company's personnel are proposed. The rate information must consist of specific rates provided in the format of Table III for the initial year and each option year for the offeror and all subcontractors. Individual consultants must be proposed as subcontractors. Cost proposals shall not differentiate between on-site and off-site rates. The proposal shall clearly demonstrate the individual cost elements from which the composite rate is developed.

(3) The Offeror must propose a fixed hourly rate per labor category. Proposals must be submitted for the total maximum hours, by labor category, shown in **Section B, under 5252.211-9503 LEVEL OF EFFORT (cost reimbursement) (SEP 1999)**, and in the format set forth in Table III.

(4) Tables III must be consistent and demonstrate a clear understanding as to how both prime and subcontractor hours and rates were derived. Inconsistencies in the proposal between prime and subcontractor hours and rates may be considered a risk to the Government.

(5) All proposed costs must be adequately supported. The proposal must include sufficient background to show derivation. If the cost proposal cannot be understood, it may result in the entire proposal being found to be unacceptable and thus eliminated from the competition.

(f) **ELEMENT 5 – SMALL DISADVANTAGE BUSINESS (SDB) PARTICIPATION:** The following areas of Small Disadvantaged Business Participation will not be evaluated separately, but will be considered in determining an offeror's overall rating for the SDB Participation factor. The offeror shall identify in their proposal the following SDB participation:

(i) The extent of SDB concerns participation in the performance of the contract in terms of the total value of the contract.

(ii) The complexity and variety of the work that SDB concerns will perform.

(iii) The extent of the offeror's commitment to use SDB concerns in the performance of the contract.

(iv) The extent to which the offerors specifically identify SDB concerns that will participate in the performance of the contract.

(g) Table Formats.

**TABLE I
MATRIX OF CORPORATE ACCOMPLISHMENTS**

The offeror must provide a chronological matrix of recent corporate contract experience in performing tasks similar to those described in the solicitation. Include the experience of all subcontractors, joint venture participants and teaming participants, but list them separately. For experience not acquired as a prime contractor, identify the prime contractor and describe the depth and extent of the work you performed, to include the percentage of the total contract dollar value performed by your employees. If experience was through other than a formal contract, provide a complete narrative explaining the circumstances. The offeror must describe the relevancy of it 's corporate experience to this proposed contract and describe how this proposed contract will benefit from the offeror's initiatives in systemic improvement. The matrix must be in the following format. Include a description/discussion of how the task was proposed/accomplished and results of the final report.

<u>Name & Address</u>	<u>Name & Phone No.</u>	<u>Period of Contract</u>	<u>of Contracting</u>	<u>of Government</u>	<u>Description of</u>
<u>Performance</u>	<u>Number</u>	<u>Activity</u>	<u>Contracting Officer</u>	<u>COST</u>	<u>Task Performed</u>

**TABLE II
MANPOWER UTILIZATION MATRIX**

<u>Offeror</u>	<u>Employee</u>	<u>Contingency/Hire</u>	<u>Hours</u>
<u>RFP Comparable</u>	<u>Labor Category</u>	<u>Employer</u>	<u>Yes/No? Proposed</u>
<u>Category</u>	<u>Name</u>	<u>Employer</u>	<u>Yes/No? Proposed</u>

**TABLE III
FIXED LABOR RATES**

(1)	(2)	(3)	(4)	(5)	(6)
<u>Direct</u>	<u>Indirect</u>	<u>Uncompensated</u>	<u>Total</u>	<u>Hours</u>	<u>Hours</u>
<u>RFP*Hourly</u>	<u>Labor Hrs</u>	<u>Labor Hrs</u>	<u>Overtime Hrs</u>	<u>Hours</u>	<u>Hours</u>
<u>Category</u>	<u>Rate</u>	<u>Per Year</u>	<u>Per Year</u>	<u>Per Year</u>	<u>Per Year</u>
(Sample)					
Prog Mgr	\$37.27	1,800	280	104	2,184
Sr Analyst	\$38.22	1,880	200	0	2,080
Tech Typist	\$26.14	1,920	160	0	2,080

*The rates used in this attachment are only a sample.

(3) Hours to be billed directly to a specific contract excluding uncompensated overtime hours.

(4) Hours not billed directly to a specific contract. (Could include Bid and Proposal, work, vacations, holidays, sick leave, etc.)

(5) Uncompensated overtime hours.

(6) The sum of columns 3, 4 and 5 must equal the total number of hours per year (column 6) to be billed by this employee directly or indirectly on all contracts.

5252.215-9522 CONTENT OF PROPOSALS (NAVAIR) (MAR 1999)

(a) General. The offerors must submit one original, 8 copies, and one electronic compact disc (CD) copy (Microsoft Office Product) of each volume of their technical, management and past performance proposals and one original, two copies, and one CD (Microsoft Office Product) of the cost proposal. .

(1) Any data previously submitted in response to another solicitation will be assumed unavailable to the government; and this data must not be incorporated into the technical proposal by reference.

(2) Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear and concise manner. It must use quantitative terms whenever possible and must avoid qualitative

adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and may be considered unacceptable.

Technical Proposal. Offerors must comply with the following:

(1) No cost or price information may be included in the technical proposal. The technical proposal may not be classified. The technical proposal must clearly demonstrate that the offeror has a thorough understanding of the technical services required for the complete accomplishment of the tasks detailed in the Statement of Work. Mere statements that the offeror understands or will meet the requirements of the Statement of Work or parts thereof will be considered inadequate.

(2) The technical proposal must be specific, detailed, and complete enough to clearly demonstrate the offeror's ability to meet all of the requirements of the solicitation and present sufficient information to allow evaluation based on the requirements stated herein:

Technical

Hardware Engineering – Oral presentation is required
 Software Engineering - Written
 Documentation Support – Oral presentation is required
 Technical Risk - Written

Management

Management Plan - Written
 Management Risk - Written

Past Performance

Quality of Performance - Written

Cost - Written

SDB Participation – Written

(c) Cost Proposal. It is anticipated that adequate price competition exists for this solicitation. Therefore, in accordance with Federal Acquisition Regulation, certified cost or pricing data is not required to be submitted with the proposal. However, to ensure that proposed costs are consistent with the technical proposal, a cost realism analysis may be performed. The following information is required to be submitted in the cost proposal: **Indirect and Direct labor rates.**

L. 97 RELOCATION COSTS

Any relocation costs associated with proposed personnel must be included in the offeror's cost proposal. Any such costs not proposed will not be deemed an allowable cost during contract performance. If relocation costs for an employee have been allowed either as an allocable indirect or direct cost, and the employee resigns within 12 months for reasons within the employee's control, the contractor shall refund or credit the relocations to the Government.

L. 98 ADDITIONAL LABOR CATEGORIES

It is envisioned that the labor categories stated in Section B, 5252.211-9503, Level of Effort (Cost Reimbursement) are the only direct labor categories necessary to perform the required tasking under this contract. All other categories, such as Purchasing, Contract Administration, Property Administration, etc., are accounted for in the indirect rates. If this is not the case, please provide cost information as to any additional labor categories that you normally propose and charge on a direct cost basis. This information should include 1) the additional required labor categories; 2) the man-hours associated with these additional categories, and 3) the cost information.

L. 99 ORAL PRESENTATIONS

Time and Location:

Within 10 working days after receipt of written proposals, the Contracting Officer will schedule oral presentations by use of a lottery drawing. The Contracting Officer will notify each offeror of its assigned date and time for

presentations. There will be no rescheduling of the offeror's date and time once assigned. Oral presentations will be held at NAWCWD, Point Mugu, CA, Building 65, Conference Room B. The conference room is approximately 30 x 24 feet with a conference table capable of seating nine. The perimeter of the room will seat five contractor representatives. The government will provide presentation equipment, i.e., overhead projector, screen and lectern. Computer-aided presentations will not be permitted. Government personnel in attendance will include the Contracting Officer, Contract Specialist and approx. four technical personnel. If desired by the offeror, access to the presentation site prior to the actual presentation may be arranged by contacting the Contract Specialist identified on page 2 of the solicitation.

Submission and Content:

Each offeror must submit its presentation material, simultaneously with the submission of its proposal, in the same quantities as set forth for technical proposals in 5252.215-9520, "Content of Proposals (Services) (SEP 1999) ALT 1 (MAR 1999)," herein. As with the written proposal, the offeror's oral presentation shall be a comprehensive statement of its understanding of the work required in this solicitation and its method of approach to attain contract objectives. The technical approach should be developed in sufficient detail and appropriate style so that technical evaluators can evaluate it thoroughly and make a sound determination whether or not the requirements in this solicitation will be satisfied. To facilitate the evaluation, the Oral Presentation should be specific, detailed and complete enough to demonstrate that the offeror has 1) a thorough understanding of the requirements needed to achieve the services described in this solicitation; 2) solid comprehension of the inherent technical problems; and 3) a viable solution to these problems. The use of unnecessarily elaborate material is discouraged.

Constraints:

The offeror shall be limited to one (1) hour in which to complete its presentation. Presentation materials shall be limited to view graphs and there shall be no pre-produced videos. Six (6) paper copies of the view graphs shall be provided just prior to commencement of the presentation. The government shall not accept any additional material in support of the offeror's proposal that was not covered in the oral presentation.

The offeror shall identify the authors of the presentation by name and association with the offeror. The presenter(s) shall be the actual key personnel who will be performing the work or responsible for performance.

Attendance at the oral presentation is limited to the offeror's key project personnel. Additional personnel (CEO, company president, vice presidents, legal counsel, etc.) from the offeror may attend but will not be allowed to present except as part of a brief overview. In no event shall contractor personnel exceed a grand total of five.

The content of the oral presentations will be used solely for evaluation purposes in selecting the contractor and will not become a part of any resulting contract.

The oral presentation shall not encompass price, cost or fee.

The offeror shall not replicate any of the material in the written proposal as part of the oral presentation.

Exchanges During Oral Presentations:

After completion of the oral presentation, the government may request clarification of any points addressed which are unclear and may ask for elaboration by the offeror on any point which was not adequately supported. Any such interchange between the offeror and the government will be for clarification only and will not constitute discussions within the meaning of FAR 15.610. The time required for clarification will not be counted against the offeror's established time limit for its presentation.

Recording of Oral Presentations:

The offeror may not record its presentation, either by audio or video. However, the government will videotape each offeror's presentation and the tape shall remain a part of the Contracting Officer's official record.

5252.219-9501 LESS THAN FIVE PERCENT SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOAL (MAR 1999)

Offerors submitting Small and Small Disadvantaged Business Subcontracting Plans per FAR Clause 52.219-9, "Small Business Subcontracting Plan" and DFARS Clause 252.219-7003, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)" which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed.

5252.233-9500 PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND (NAVAIR) (MAR 1999)

(a) Agency protests/appeals will be processed in accordance with the procedures established at FAR 33.103. A protest to the Naval Air Systems Command shall be filed with the Contracting Officer whose name and address are shown in FAR Clause 52.233-2, "Service of Protest" of this solicitation.

(b) The protester may request an independent review of the Contracting Officer's decision on the protest by filing a written appeal with:

The Chief of the Contracting Office (AIR-254000D, 1 Administration Circle, China Lake, CA 93555-6100.

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer's protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

5252.215-9523 BASIS FOR AWARD BASED ON BEST VALUE (FEB 2001)

(a) Award of the contract resulting from this solicitation will be made to the offeror whose proposal, conforming to the solicitation, offers the greatest value to the Government in terms of technical and price rather than to the proposal offering the lowest price. The Government reserves the right to select which proposal offers the greatest value to the Government. The resulting contract will be awarded on the basis of the proposal from the responsible offeror whose offer, conforming to the solicitation, is determined to be most advantageous to the Government all factors considered.

(b) Evaluation factors other than cost are significantly more important than cost or price.

(c) The offeror's proposal will be in the form prescribed by this solicitation and shall contain a response to each of the areas identified in Section L which affects the evaluation factors for award.

Technical Elements

Factor 1: Hardware Engineering

Sub-Factor 1: Requirements Definition

Sub-Factor 2: Design, Prototype, Integration and Test

Factor 2: Software Engineering

Sub-Factor 1: Definition, Design, Development of Software, based on Systems Requirements

Sub-Factor 2: Test, Integration and Independent Validation of Software

Sub-Factor 3: Maintenance of Software Systems

Factor 3: Documentation Support

Sub-Factor 1: Test Documentation

Sub-Factor 2: Design Documentation

Sub-Factor 3: User Documentation

Management Elements

Factor 1: Management Plan

Factor 2: Management Risk

Past Performance

Quality of Performance

Cost

Small Disadvantage Business Participation

Although the following sub-factors will not be rated separately, each must be addressed in the technical proposal. All sub-factors will be considered in determining an offeror's overall technical rating.

(d)(1) The degree of importance allocated to cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or decrease when the cost is so significantly high as to diminish the value of the technical superiority to the Government.

(2) With regard to any understatement of costs, the Government reserves the right to evaluate the cost proposals on the inclusion of all necessary and verifiable item of cost. Any proposal which is materially unbalanced as to prices may be rejected as nonresponsive. An unbalanced proposal is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(e) The Government intends to award a contract on the basis of initial offers received without discussions. Therefore each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors within the competitive range.

(f) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the greatest value to the Government.

5252.215-9529 EVALUATION FACTORS FOR AWARD (NAVAIR) (MAR 1999)

(a) Qualitative Factors. Qualitative factors (e.g., factors other than past performance or cost) relate to how the offeror proposes to meet solicitation requirements. Two evaluation measures will be used to rate qualitative factors: proposal rating, which will be rated as outstanding, highly satisfactory, satisfactory, marginal, or unsatisfactory; and proposal risk, which will be rated as low, medium or high. Proposal risk is the evaluated risk associated with the offeror's proposed approach to meeting the requirements of the solicitation for each of the non-cost evaluation factors, other than past performance.

(b) Evaluation Factors. Technical and Management combined are the most important. They are three times more important than Past Performance, which the second most important. Cost is less than Past Performance, but more important than SDB participation. SDB participation is the least important. Each proposal will be evaluated qualitatively in accordance with the evaluation factors and subfactors set forth in this solicitation. A critical deficiency in any evaluation subfactor may result in the entire proposal being found to be unacceptable and thus eliminated from the competition. Prospective offerors are forewarned that a proposal meeting solicitation requirements with the lowest price may not be selected if award to a higher priced proposal is determined to be most advantageous to the Government. Strengths and weaknesses of the offeror's proposal, as well as performance risks, will be assessed in determining which proposal is most advantageous to the Government.

(c) Technical Subfactors. The technical subfactors, combined with management, are listed below, and are three times more important than Past Performance. Technical approach will be evaluated to determine the extent of the offeror's understanding of the Government's requirements, as set forth in Section C, Statement of Work. The following technical elements/factors/subfactors will be used in the evaluation of proposals:

Technical Elements

Factor 1: Hardware Engineering - **Oral**

Sub-Factor 1: Requirements Definition

Sub-Factor 2: Design, Prototype, Integration and Test

Factor 2: Software Engineering - **Written**

Sub-Factor 1: Definition, Design, Development of Software, based on Systems Requirements

Sub-Factor 2: Test, Integration and Independent Validation of Software

Sub-Factor 3: Maintenance of Software Systems

Factor 3: Documentation Support - **Oral**

Sub-Factor 1: Test Documentation

Sub-Factor 2: Design Documentation

Sub-Factor 3: User Documentation

Factor 4: Technical Risk - **Written**

Management Elements - **Written**

Factor 1: Management Plan

Factor 2: Management Risk

An offeror's technical/management proposal must be specific, detailed, and complete enough to clearly demonstrate the offeror's ability to meet all of the requirements of the solicitation. Although the following sub-factors will not be rated separately, each must be addressed in the technical proposal. All sub-factors will be considered in determining an offeror's overall technical rating.

ELEMENT 1 – TECHNICAL

1.1 Technical Elements, Factor 1: Hardware Engineering, Sub-Factor 1: Requirements Definition

Element: The offeror's proposal will be evaluated for their ability to research, analyze, define and document requirements associated with: analyzing signals and intelligence reports, tactical data links, upgrade of EA -6B avionics, software and subsystems, training system upgrades, and high-power RF & microwave jamming transmitters. The proposal will also be evaluated according to the identified level of understanding and directly applicable experience. Information provided should include the offeror's experience defining the following requirements: (1) functionality and performance, (2) life cycle support, (3) interface, and (4) preparations for baseline specifications, plans, etc.

1.2 Technical Elements, Factor 1: Hardware Engineering, Sub-Factor 2: Design, Prototype, Integration and Test

Definition of Element: The offeror's proposal will be evaluated for their ability to design, prototype, integrate and test hardware upgrades for the EA -6B aircraft, including high power jamming systems, avionics, mission planning and post-flight analysis systems, and training systems. The proposal will also be evaluated according to the identified level of understanding and directly applicable experience. Information provided should include the offeror's experience on (1) types of hardware, (2) integration performed, including platform, system, subsystem, etc. and (3) testing performed, including acceptance, aircraft qualification, EMI/EMC, jamming transmitter performance, and RF system testing.

1.3 Technical Elements, Factor 2: Software Engineering, Sub-Factor 1: Definition, Design, Development of Software based on Systems Requirements

Definition of Element: The offeror's proposal will be evaluated for their ability to research, analyze, define and document requirements associated with the development of software for the EA -6B aircraft, post-flight data analysis, mission planning, and EA -6B training systems. The proposal will also be evaluated according to the identified level of understanding and directly applicable experience. Information provided should include the offeror's experience analyzing system-level requirements to define a complete set of functional, performance, interface, and verification requirements allocated to Computer Software Configuration Items (CSCIs). Information should include details associated with development top-level, detailed, and/or lower level modular designs for each CSCI.

1.4 Technical Elements, Factor 2: Software Engineering, Sub-Factor 2: Test, Integration and Independent Verification and Validation (IV&V) of Software

Definition of Element: The offeror's proposal will be evaluated for their ability to test, integrate, and IV&V software for the EA -6B aircraft, including avionics and subsystems, training systems, and mission planning and post-flight analysis systems. The proposal will also be evaluated according to the identified level of understanding and directly applicable experience. Information provided should include the offeror's experience verifying designed computer software requirements (including interface requirements) against the requirements; evaluating (as developed) computer program design; verifying coding for impact on performance; performing independent CSCI level tests; evaluating software test programs for compliance with current software configuration; and providing post test analyses.

1.5 Technical Elements, Factor 2: Software Engineering, Sub-Factor 3: Maintenance of Software Systems

Definition of Element: The offeror's proposal will be evaluated for their ability to maintain software for the EA -

6B aircraft, including avionics and subsystems, training systems, and mission planning and post-flight analysis systems. The proposal will also be evaluated according to the identified level of understanding and directly applicable experience. Information provided should include the offeror's experience managing and correcting Software Trouble Reports (STRs), and Discrepancy Reports (DRs). In addition, the provided information should address the offeror's experience participating in software reviews (design, test readiness), audits, code walk-throughs, working group meetings, and participation in qualification tests. Provided information should also include experience with conducting software problem investigations and analyses to identify deficiencies, providing the results of the analyses via problem investigation reports.

1.6 Technical Elements, Factor 3: Documentation Support, Sub-Factor 1: Software Test Documentation

Definition of Element: The offeror's proposal will be evaluated for their ability to develop and maintain QA and Test Documentation for the EA -6B aircraft, including avionics and subsystems, training systems, and mission planning and post-flight analysis systems. The proposal will also be evaluated according to the identified level of understanding and directly applicable experience. Information provided should include the offeror's experience developing and maintaining test plans and procedures, traceability of test cases to requirements, and test reports.

1.7 Technical Elements, Factor 3: Documentation Support, Sub-Factor 2: Design Documentation

Definition of Element: The offeror will be evaluated on their recent EA -6B experience or proposed approach for the development and maintenance of design documentation, including EA -6B and mission support systems. The description should include any recent EA -6B and mission support experience developing and maintaining Functional Operational Specifications, Interface Design Specifications, Program Performance Specifications, Program Design Specifications, Software Design Documents, Interface Design Documents, Software Requirements Specifications, and System/Segment Specifications. Provided information should also include experiences applying DoD standards such as MIL-STD-498, MIL-STD-1679A, MIL-STD-2167A etc.

1.8 Technical Elements, Factor 3: Documentation Support, Sub-Factor 3: User Documentation

Definition of Element: The offeror will be evaluated on their recent EA -6B experience or proposed approach for the development and maintenance of user documentation for EA -6B aircraft including avionics and subsystems, training systems, and mission planning and post-flight analysis. The description should include any recent EA -6B and mission support experience developing and maintaining Technical Publications, NATOPS Flight Manuals, Weapons Systems Operator's Manuals, fleet introduction training, training source materials, and Technical Directives. Provided information should also include experiences of contractor in verifying that the technical documentation matches the as built/as specified performance of the system.

1.9 Technical Elements, Factor 4: - Technical Risk. The offeror's proposal will be evaluated for identified technical challenges and risks which could affect performance of the contract.

2.0 ELEMENT 2 - Management: The management subfactors, combined with technical, are the most important. They are three times more important than Past performance. The following management subfactors will be used in the evaluation of proposals:

2.1 Sub-Factor 1: Management Plan:

Definition of Element: The management plan will be evaluated for organizational structure and lines of authority, specifically in regards to reporting and responsibility for task progress and completion. The management plan will be evaluated for inclusion of plans for; project/task management, schedule tracking/management, a configuration management plan, cost tracking/management, and workforce skills management, including critical personnel resumes.

2.2 Sub-Factor 2: Management Risk

Definition of Element: The offeror's proposal will be evaluated for identified management challenges and risks that could affect performance of the contract.

(2) Manpower Utilization Matrix. Evaluation of the manpower utilization matrix will be based on the adequacy of personnel proposed and their planned utilization. A large number of subcontractors or a high proportion of contingency hires may result in a reduced rating.

(3) Personnel. Evaluation will be based on the extent to which personnel resumes submitted by the offeror reflect the education and experience required by the labor category descriptions (see Section L). Annual salary will be evaluated to verify the offeror's clear understanding of the work to be performed and their capability to obtain and keep suitably qualified personnel to meet mission objectives. Unrealistic annual salaries and/or unrealistic fully burdened hourly rates may result in a reduced rating, or proposal risk assessment.

(d) **ELEMENT 3 - Past Performance.** Past performance is less important than Technical but more important than cost.

Factor 1: Quality of Performance

1.1 Past Performance, Factor 1: Quality of Performance.

Definition of Element: The offeror shall provide a minimum of three and a maximum of five Government and/or commercial contract references with points of contact. The contractor will be evaluated on: (1) quality of product or service; (2) cost control; (3) timeliness of performance; (4) business relationships; (5) customer satisfaction; and (6) ability to staff and maintain critical personnel.

An offeror's technical/management proposal must be specific, detailed, and complete enough to clearly demonstrate the offeror's ability to meet all of the requirements of the solicitation. Each offeror will be evaluated on its past performance on contracts or subcontracts currently ongoing or completed within the last three years for similar products or services. The Government will focus on information that demonstrates quality of performance relative to size and complexity of the procurement under consideration. References other than those identified by the offeror may be contacted by the Government, with the information received used in evaluating the offeror's past performance. Information utilized will be obtained from the references listed in the proposal, other customers known to the Government, consumer protection organizations, Government organizations where the contractor presently or recently has held a contract, and other sources who may have useful and relevant information.

(1) Evaluation of past performance will be based on consideration of all relevant facts and circumstances. The evaluation will include demonstrated past performance in quality of product or service, cost control, schedule, business relationships, customer satisfaction, and key personnel retention.

(2) Corporate Experience. Evaluation will be based on the extent, depth and quality of recent corporate experience in performing the same or similar work. The offeror's (including subcontractor) past performance and systemic improvement will be evaluated. Particular emphasis will be placed on the degree to which the offeror's management can demonstrate a concise relationship between their past performance data and their systemic improvements. Evaluation of the factual evidence will verify that the offeror has adopted and applied the principles and techniques of continuous systemic improvement in managing its total business to improve upon past performance. The evaluation may include contacting other customers of the offeror to obtain feedback regarding the timeliness and quality of past performance. Any risk associated with the offeror's ability to perform on the proposed contract, i.e., to meet technical requirements, deliver quality products and meet cost and schedule, will be assessed.

(f) **ELEMENT 4 - Price/Cost** is less important than Past Performance, but more important than Small Disadvantage Business (SDB) participation. The importance of price as an evaluation area will increase with the degree of equality of the proposals in relation to the remaining evaluation areas.

(1) Price. The price will be evaluated on the Maximum Contract Labor Cost proposed for the base year and all option years. The maximum hours listed in Section B for each labor category will be multiplied by the proposed fully burdened hourly rate for that labor category to calculate the extended dollars for that labor category. The Maximum Contract Labor Cost for each year is calculated by adding the extended dollars for all labor categories for that year.

(2) Cost. The cost proposals will be evaluated for reasonableness and realism. This evaluation may include consideration of actual salaries being paid for similar work under other contracts, excessive amounts of competitive time, Defense Contract Audit Agency audit information, and evaluation of compensation for professional employees. An unrealistically low cost proposal may be assessed as having a high proposal risk.

(g) **ELEMENT 5 – SMALL DISADVANTAGE BUSINESS (SDB) PARTICIPATION:** Is the least important factor. The following areas of Small Disadvantaged Business Participation will not be evaluated separately, but will be considered in determining an offeror's overall rating for the SDB Participation factor. The offeror shall identify in their proposal the following SDB participation:

(i) The extent of SDB concerns participation in the performance of the contract in terms of the total value of the contract.

(ii) The complexity and variety of the work that SDB concerns will perform.

(iii) The extent of the offeror's commitment to use SDB concerns in the performance of the contract.

(iv) The extent to which the offerors specifically identify SDB concerns that will participate in the performance of the contract.