

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

**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 \_\_\_\_\_ local time \_\_\_\_\_ (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	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

**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 <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	
15B. TELEPHONE NUMBER	AREA CODE	NUMBER	EXT.	17. SIGNATURE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			<input type="checkbox"/>	18. OFFER DATE

**AWARD (To be completed by Government)**

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

**PART I—THE SCHEDULE****SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS****B-1 SUPPLIES/SERVICES AND COSTS**

<b>ITEM NO</b>	<b>SUPPLIES/SERVICES</b>	<b>MAX. QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>MAX. AMOUNT</b>
<b>0001</b>		1	LOT		
	Noun:	Phase I, Design and Engineering			
	FSC	5963			
	Contract Type:	FIRM FIXED PRICE			
	Descriptive Data: The contractor shall execute Phase I as described in Section C, Statement of Work. Period of Performance: Date of award through 4 months				
<b>0001AA</b>	Phase 1A, Preliminary Design and Engineering				\$
<b>0001AB</b>	Phase 1B, Detailed Design and Engineering				\$
	<b>NET MAX. AMOUNT</b>				\$
<b>0002</b>		1	LOT		NSP*
	Noun:	Data			
	FSC	5963			
	Contract Type:	FIRM FIXED PRICE			
	Descriptive Data: Data in accordance with the Exhibit A, DD Form 1423. Not separately priced. Price to be included in the price of the CLIN in which work is performed.				
	<b>NET MAX. AMOUNT</b>				<b>NSP</b>

\*Not separately priced

ITEM NO	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	MAX. AMOUNT
<b>0003</b>		<b>12</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
	Noun:	Phase II, Unit Type 1, 9x8 RFSM			
	FSC	5963			
	Contract Type:	FIRM FIXED PRICE			
	Descriptive Data: When an order is issued, the contractor shall execute Phase II for Unit Type 1 subsystems as described in Section C, Statement of Work. Required Delivery Date: Within 28 weeks from date of order				
	<b>NET MAX. AMOUNT</b>				<b>\$</b>
<b>0004</b>		<b>11</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
	Noun:	Phase II, Unit Type 2, Ganged 2x1 Switches			
	FSC	5963			
	Contract Type:	FIRM FIXED PRICE			
	Descriptive Data: When an order is issued, the contractor shall execute Phase II for Unit Type 2 subsystems as described in Section C, Statement of Work. Required Delivery Date: Within 28 weeks from date of order				
	<b>NET MAX. AMOUNT</b>				<b>\$</b>
<b>0005</b>		<b>2</b>	<b>EA</b>	<b>\$</b>	<b>\$</b>
	Noun:	Phase II, Unit Type 3, 94x110 Broadband RFSM			
	FSC	5963			
	Contract Type:	FIRM FIXED PRICE			
	Descriptive Data: When an order is issued, the contractor shall execute Phase II for Unit Type 3 subsystems as described in Section C, Statement of Work. Required Delivery Date: Within 28 weeks from date of order				
	<b>NET MAX. AMOUNT</b>				<b>\$</b>
<b>0006</b>					
	Noun:	Additional modules for Unit Type III			
	FSC	5963			
	Contract Type:	FIRM FIXED PRICE			
	Descriptive Data: As ordered, the contractor shall deliver additional modules for the Unit Type III subsystem. Required Delivery Date: [TBN]				
<b>0006AA</b>	Module A. See Note A.	[TBN]	EA	\$	\$
<b>0006AB</b>	Module B. See Note A.	[TBN]	EA	\$	\$
<b>0006AC</b>	Module C. See Note A.	[TBN]	EA	\$	\$
<b>0006AD</b>	Module D. See Note A.	[TBN]	EA	\$	\$
	<b>NET MAX. AMOUNT</b>				<b>\$</b>

TBN = to be negotiated

ITEM NO	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	MAX. AMOUNT
<b>0007</b>					
	Noun: Spares and Replacement Parts				
	FSC 5963				
	Contract Type: FIRM FIXED PRICE				
	Descriptive Data: Spares and Replacement Parts Required Delivery Date: [TBN]				
<b>0007AA</b>	Spare A. See Note B.	[TBN]	EA	\$	\$
<b>0007AB</b>	Spare B. See Note B.	[TBN]	EA	\$	\$
<b>0007AC</b>	Spare C. See Note B.	[TBN]	EA	\$	\$
<b>0007AD</b>	Spare D. See Note B.	[TBN]	EA	\$	\$
	<b>NET MAX. AMOUNT</b>				<b>\$</b>
<b>0008</b>		<b>4,800</b>	<b>LH</b>		
	Noun: Support Services for up to Three Years				
	PSC J020				
	Contract Type: FIRM FIXED PRICE LEVEL OF EFFORT				
	Descriptive Data: The contractor shall deliver support services as described in Section C, Statement of Work, in accordance with Exhibits D and E. Estimated amount not to exceed \$650,000.00				
	<b>MAX. ESTIMATED AMOUNT</b>				<b>\$650,000.00</b>
<b>0009</b>		<b>1</b>	<b>LOT</b>		
	Noun: Travel				
	PSC J020				
	Contract Type: COST				
	Descriptive Data: Estimated amount not to exceed \$275,000.00				
	<b>MAX. ESTIMATED AMOUNT</b>				<b>\$275,000.00</b>
<b>0010</b>		<b>1</b>	<b>LOT</b>		
	Noun: Materials				
	PSC J020				
	Contract Type: COST				
	Descriptive Data: Estimated amount not to exceed \$150,000.00				
	<b>MAX. ESTIMATED AMOUNT</b>				<b>\$150,000.00</b>
	<b>TOTAL MAX. PRICE ALL CLINS</b>				<b>\$</b>

**Note A:** If a modular solution is proposed For CLIN 0005, the offeror is to price each module as a separately identified subline item, adding additional subline items if necessary to include all modules for modular Unit Type 3 subsystems.

**Note B:** The offeror is to price each spare and replacement part as a separately identified subline item, adding additional subline items if necessary.

**B-2 TRAVEL COSTS**

(a) Except as otherwise provided herein, the contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46 and the Joint Travel Regulations (JTR). The costs to be reimbursed shall be those costs accepted by the cognizant DCAA office.

(b) Reimbursable travel costs include only that travel performed from the contractor's facility to the worksite, in and around the worksite, and from the worksite to the contractor's facility.

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided for in FAR 31.204-35; however, contracting officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The contractor shall not be reimbursed for the following daily local travel costs:

- (i) Travel at U.S. military installations where government transportation is available;
- (ii) Travel performed for personal convenience/errands, including commuting to and from work; and
- (iii) Travel costs incurred in the replacement of personnel when such replacement is accomplished for the contractor's or employee's convenience.

**B-3 CONTRACT MINIMUM/MAXIMUM QUANTITIES AND CONTRACT VALUE**

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

<b>MINIMUM QUANTITY</b>	<b>MINIMUM AMOUNT</b>	<b>MAXIMUM QUANTITY</b>	<b>MAXIMUM AMOUNT</b>
CLIN 0001	[To Be Priced at Award]	ALL CLINs	[To Be Priced at Award]

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C-1 STATEMENT OF WORK**

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Exhibit B, Statement of Work, Exhibit A, Contract Data Requirements List, and all other attachments cited in Section J, which are incorporated by reference into Section C.

**C-2 SPECIFIC WORK**

The specific work to be carried out shall be further described in orders issued under this contract.

**C-3 CONTRACTOR EMPLOYEES**

Pursuant to DFARS 211.106, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

**C-4 CONTRACTOR'S PROPOSAL**

(a) Performance of this contract by the contractor shall be conducted and performed in accordance with detailed obligations to which the contractor committed itself in proposal [To be Filled in at Award] dated [To be Filled in at Award] in response to NRL solicitation number N00173-13-R-PW10.

(b) The technical volume(s) of the contractor's proposal is incorporated by reference and hereby made subject to the provisions of the Order of Precedence (FAR 52.215-8) clause of this contract. Under the Order of Precedence clause, the technical volume of the contractor's proposal referenced herein is hereby designated as item (f) of the clause, following the specification in the order of precedence.

**C-4 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Research Laboratory via a secure data collection site. The contractor is required to completely fill in all required data fields using the following Web address: <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

**C-5 SUBCONTRACTING PLAN\***

Subcontracting Plan \_\_\_ dated \_\_\_ is attached as Exhibit C.

(\*this will be included and completed at time of award, if applicable)

## **SECTION D PACKAGING AND MARKING**

### **D-1 UNCLASSIFIED DATA PACKAGING AND MARKING**

All unclassified data shall be preserved, packaged, packed, and marked and must at a minimum conform to normal commercial packing standards to ensure safe delivery at destination.

### **D-2 CLASSIFIED DATA PACKAGING AND MARKING**

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated February 28, 2006, and the DD 254, Contract Security Classification Specification (Exhibit D).

### **D-3 PREPARATION FOR SHIPMENT**

Equipment shall be adequately packaged to assure protection against corrosion, deterioration, and physical damage during shipment. The contractor shall mark all shipments under this contract in accordance with the edition of ASTM D-39510, Standard Practice for Commercial Packaging, in effect on the date of the contract.

### **D-4 PACKAGING AND PACKING OF SPARE PARTS**

Packaging of spare parts shall be in accordance with MIL-P-116, Level A, Method 1A8. Packaging containers shall conform to the carrier rules and regulations applicable to the mode of transportation used.

### **D-5 PROHIBITED PACKING MATERIALS**

The use of asbestos, excelsior, newspaper, or shredded paper (all types including waxed paper, computer paper, and similar hygroscopic or nonneutral material) for packing material is prohibited. In addition, loose polystyrene is prohibited.

### **D-6 MARKING OF SHIPMENTS**

(a) All shipping containers shall be marked in accordance with MIL-STD-129M, Marking for Shipment and Storage.

(b) The contractor shall comply with FED STD 313 (Symbols for Packages and Containers for Hazardous Industrial Chemical and Materials) to the extent applicable.

### **D-7 UNPACKING INSTRUCTIONS**

(a) When applicable, one set of unpacking instructions shall be placed in a heavy waterproof envelope prominently marked "UNPACKING INSTRUCTIONS" and firmly affixed to the outside of the shipping container in a protected location, preferably adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions shall be affixed to the number one container of the set.

(b) When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they shall be placed inside the container and directions for locating them shall be provided in an envelope marked "UNPACKING INFORMATION."

When unpacking instructions are provided, the shipping containers shall be stenciled "CAUTION: THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (state where located)." When possible, this marking shall be applied adjacent to the equipment identification marking on the side of the container.

**SECTION E  
INSPECTION AND ACCEPTANCE**

**E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE**

**FAR**

<b>CLAUSE</b>	<b>TITLE</b>
52.246-2	Inspection of Supplies—Fixed Price (Aug. 1996)
52.246-4	Inspection of Services—Fixed Price (Aug. 1996)
52.246-7	Inspection of Research and Development—Fixed Price (Aug. 1996)
52.246-16	Responsibility for Supplies (Apr. 1984)

**DFARS**

<b>CLAUSE</b>	<b>TITLE</b>
252.246-7000	Material Inspection and Receiving Report (Mar. 2008)

**E-2 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the final delivery will be accomplished by the contracting officer's representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the delivery location. The specific delivery location shall be disclosed to the contractor after award. For proposal purposes, delivery shall occur in Norfolk, Virginia. Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

**E-3 CONSTRUCTIVE ACCEPTANCE**

Constructive acceptance, in accordance with FAR 52.232-25, Prompt Payment (Oct. 2008), shall be deemed to have occurred on the 45th day after the final delivery.

**SECTION F  
DELIVERIES OR PERFORMANCE**

**F-1 DELIVERY OR PERFORMANCE CLAUSES BY INCORPORATED REFERENCE**

**FAR**

<b>CLAUSE</b>	<b>TITLE</b>
52.242-15	Stop-Work Order (Aug. 1989)
52.242-17	Government Delay of Work (Apr. 1984)
52.247-34	FOB Destination (Nov. 1991)
52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments (Apr. 1984)

**DFARS**

<b>CLAUSE</b>	<b>TITLE</b>
252.246-7000	Material Inspection and Receiving Report (Mar. 2008)

**F-2 FOB DESTINATION**

All offers submitted on a basis other than FOB Destination shall be rejected as nonresponsive.

**F-3 PLACE OF PERFORMANCE**

(a) The principal place of performance of this contract shall be the contractor’s facility, with some work being performed at Government facilities/installations.

(b) Each delivery/task order shall state its own place of performance.

**F-4 PLACE OF DELIVERY**

All deliverables required by contract line item numbers (CLINs) 0001, 0002, 0003, 0004, and 0005 under each order shall be shipped FOB Destination, Naval Research Laboratory, Washington DC 20375-5320, consigned to the following

Contracting Officer’s Representative

\*

Naval Research Laboratory

Contract Number: N00173-13-[To be completed at award]

Attn: [To be completed at award]

Code: [To be completed at award]

Location: [To be completed at award]

The place of delivery for CLINs 0006 and 0007 will be defined in each delivery order.

**F-5 ORDERING PERIOD**

(a) The effective period of this contract during which delivery orders/task orders may be issued is from date of contract award through 36 months.

(b) Each delivery order/task order shall specify its period of performance.

**F-6 DELIVERY SCHEDULE**

The required delivery schedule is as follows:

<b>ITEM NO.</b>	<b>MAX. QUANTITY</b>	<b>WITHIN WEEKS AFTER DATE OF CONTRACT AWARD</b>
0001AA	1	8 weeks
0001AB	1	8 weeks
0002	LOT	In accordance with DD 1423
0003	12	28 weeks
0004	11	28 weeks
0005	2	28 weeks
0006AA	TBN	TBN
0006AB	TBN	TBN
0006AC	TBN	TBN
0006AD	TBN	TBN
0007AA	TBN	TBN
0007AB	TBN	TBN
0007AC	TBN	TBN
0007AD	TBN	TBN

The Government will evaluate equally, regarding time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above will be considered nonresponsive and rejected.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G-1 PROCURING OFFICE REPRESENTATIVES**

In order to expedite administration of the contract, the administrative contracting officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

(a) Contractor Inquiries

Administrative Contracting Officer (ACO)—See Block 6 of Standard Form 26

(b) Administrative Contracting Officer Inquiries

Contract Specialist—Patricia Woodhouse, patricia.woodhouse@nrl.navy.mil, 202-404-2407, DSN 754-2407

Contracting Officer—Susan Wilson, susan.wilson@nrl.navy.mil, 202-767-0666, DSN 297-0666

Security Matters—Contracting Officer for Security, Code 1226, security-group@nrl.navy.mil, 202-767-2240, DSN 297-2240

Safety Matters—Head, Safety Branch, Code 3540, safety@nrl.navy.mil, 202-767-2232, DSN 297-2232

Patent Matters—Associate Counsel (Intellectual Property), Code 1008.2, patents@nrl.navy.mil, 202-404-1552, DSN 754-1552

Release of Data—Public Affairs Officer, Code 1030, publicaffairs@nrl.navy.mil, 202-767-2541, DSN 297-2541

**G-2 DFARS 252.232-7006, WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUNE 2012), SUPPLIES, CLINS 0001, 0003, 0004, 0005, 0006, 0007**

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this website.

(d) WAWF training. The contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web-Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via Web entry, electronic data interchange, or file transfer protocol.

(f) WAWF payment instructions. The contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The contractor shall use the following document type(s): **Invoice and Receiving Report (Combo)**

Note: If a “Combo” document type is identified but not supportable by the contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer: **Destination**

(3) Document routing. The contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	[to be filled in]
Issue by DoDAAC	N00173
Admin DoDAAC	[to be filled in]
Inspect by DoDAAC	N00173
Ship to Code	N00173 Extension [to be filled in]
Ship from Code	N00173 Extension [to be filled in]
Mark for Code	N/A
Service Approver (DoDAAC)	N00173
Service Acceptor (DoDAAC)	N00173
Accept at Other DoDAAC	N/A
LPO DoDAAC	N00173
DCAA Auditor DoDAAC	[to be filled in]
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F (e.g., timesheets), in support of each payment request.

(5) WAWF e-mail notifications. The contractor shall enter the e-mail address identified below in the “Send Additional E-Mail Notifications” field of WAWF once a document is submitted in the system.

[to be filled in]

[to be filled in]

(g) WAWF points of contact.

(1) The contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF points of contact.

Donna Washington, donna.washington@nrl.navy.mil or 202-767-0547

Jovanka Caton-Campbell, jovanka.caton@nrl.navy.mil or 202-404-3557

Clara O'Neal, clara.oneal@nrl.navy.mil or 202-767-2120

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**G-3 DFARS 252.232-7006, WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUNE 2012), SERVICES, CLIN 0008**

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this website.

(d) WAWF training. The contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web-Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The contractor shall use the following document type(s): **2-in-1 Invoice**

(2) Inspection/acceptance location. The contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer: **Destination**

(3) Document routing. The contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

**Routing Data Table**

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	[to be filled in]
Issue By DoDAAC	N00173
Admin DoDAAC	[to be filled in]
Inspect By DoDAAC	N00173
Ship To Code	N00173 Extension [to be filled in]
Ship From Code	N00173 Extension [to be filled in]
Mark For Code	N/A
Service Approver (DoDAAC)	N00173
Service Acceptor (DoDAAC)	N00173
Accept at Other DoDAAC	N/A
LPO DoDAAC	N00173
DCAA Auditor DoDAAC	[to be filled in]
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF e-mail notifications. The contractor shall enter the e-mail address identified below in the “Send Additional E-Mail Notifications” field of WAWF once a document is submitted in the system.

[to be filled in]

[to be filled in]

(g) WAWF point of contact.

(1) The contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

Donna Washington, donna.washington@nrl.navy.mil or 202-767-0547

Jovanka Caton-Campbell, jovanka.caton@nrl.navy.mil or 202-404-3557

Clara O’Neal, clara.oneal@nrl.navy.mil or 202-767-2120

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**G-4 DFARS 252.232-7006, WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUNE 2012), COSTS, CLINS 0009 AND 0010**

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the contractor shall—

- (1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this website.

(d) WAWF training. The contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web-Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

- (1) Document type. The contractor shall use the following document type(s): **Cost Voucher**
- (2) Inspection/acceptance location. The contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer: **Destination**
- (3) Document routing. The contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

**Routing Data Table**

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	[to be filled in]
Issue By DoDAAC	N00173
Admin DoDAAC	[to be filled in]
Inspect By DoDAAC	N00173
Ship To Code	N00173 Extension [to be filled in]
Ship From Code	N00173 Extension [to be filled in]
Mark For Code	N/A
Service Approver (DoDAAC)	N00173
Service Acceptor (DoDAAC)	N00173
Accept at Other DoDAAC	N/A
LPO DoDAAC	N00173
DCAA Auditor DoDAAC	[to be filled in]
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF e-mail notifications. The contractor shall enter the e-mail address identified below in the “Send Additional E-Mail Notifications” field of WAWF once a document is submitted in the system.

[to be filled in]

[to be filled in]

(g) WAWF point of contact.

(1) The contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

Donna Washington, donna.washington@nrl.navy.mil or 202-767-0547

Jovanka Caton-Campbell, jovanka.caton@nrl.navy.mil or 202-404-3557

Clara O’Neal, clara.oneal@nrl.navy.mil or 202-767-2120

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**G-5 PAYMENT INSTRUCTIONS—APPLICABLE TO ALL CLINS**

For contracts or orders that (1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items), (2) contain cost-reimbursement or time-and-material or labor-hour line items, or (3) authorize financing payments, the payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN (contract-wide proration).

**G-6 ACCOUNTING AND APPROPRIATION DATA**

Each delivery/task order shall contain the accounting and appropriation data for payment under the contract.

**G-7 DELIVERY/TASK ORDER PROCEDURES**

The following procedure shall be followed when placing delivery/task orders under this contract:

(a) Only properly appointed contracting officers employed at the Naval Research Laboratory (NRL) shall issue delivery orders under this contract.

(b) A DD Form 1155 will be issued for each delivery order. The DD Form 1155, “Order for Supplies or Services,” shall constitute the instrument for the placement of requirements under this contract.

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

Date of Order  
 Contract Number and Delivery Order Number  
 Accounting and Appropriation Data  
 Description of the Item(s) to be delivered  
 DD Form 1423 (Contract Data Requirements List)  
 Place of Delivery  
 Place of Performance  
 Inspecting and Accepting Codes  
 Period of Performance  
 Required Date of Delivery

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

### **G-8 INFORMATION REQUIRED FOR SUBMISSION OF EACH ORDER**

The contracting officer will provide the contractor with a statement of work (SOW) or order solicitation for each order. The contractor shall provide the contracting officer with a proposal or proposed pricing in response to the SOW or solicitation within 10 business days.

Direct labor hours, travel, and material costs are subject to negotiation prior to award. To fully evaluate each order proposal, the contractor shall provide the following as applicable:

- A time-phased (e.g., monthly, quarterly, etc.) breakdown of direct labor by labor category
- A complete breakdown for travel identifying each cost mode of travel and the reason for the travel proposed
- A complete list of all material including quantity and cost

The contractor shall provide specific documentation to serve as the basis for price verification (e.g., vendor quotations, invoices, published price lists, GSA schedule lists, etc.).

### **G-9 UNDEFINITIZED ORDERS**

Whenever the contracting officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount, and a schedule for definitization, as described in paragraph G-12 below. Upon request the contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The contractor shall begin performing the undefinitized order upon receipt, except as provided in paragraph G-11 below. The clause entitled CONTRACT DEFINITIZATION (DFARS 252.217-7027) shall be included in any undefinitized order.

### **G-10 UNILATERAL UNDEFINITIZED ORDERS**

For a unilateral undefinitized order, the contractor shall within ten calendar days of receipt of the order notify the contracting officer in writing if it takes exception to the ceiling amount and/or the delivery schedule and shall propose a revised ceiling amount and/or a revised delivery schedule at that time. For unilateral undefinitized orders to which the contractor takes no exception, the contractor is obligated to perform just as if it were a fully definitized order.

After receipt of the contractor's proposal to establish the revised ceiling amount and/or the revised delivery schedule, the contracting officer shall (1) adjust the ceiling amount and/or revise the delivery schedule; (2) advise

the contractor that the order will be adjusted in a different amount than proposed by the contractor; or (3) advise the contractor that no adjustment will be made. In the event the contractor has taken exception to the ceiling amount and/or the delivery schedule and has submitted a timely proposal in accordance with the preceding requirement and the contracting officer has not accepted the contractor's proposal, the contractor shall not be obligated to perform the order beyond the point at which it would be entitled to be compensated in an amount in excess of the Government's limitation of liability contained in the unilateral order.

### **G-11 REJECTION OF UNILATERAL ORDERS**

The contractor may reject any unilateral order if the contractor determines that it cannot feasibly perform the order, or if the contractor does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the contractor unless within fifteen days of issuance of the order, the contractor notifies the contracting officer in writing of its rejection of the order.

### **G-12 DEFINITIZATION OF UNDEFINITIZED ORDERS**

The contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the contracting officer the price and terms of a definitive order that will include (1) all clauses required by regulation on the date of the order; (2) all clauses required by law on the date of execution of the definitive order; and, (3) any other mutually agreeable clauses, terms, and conditions. No later than sixty (60) days after the undefinitized order is issued, the contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price and, when required by FAR, certified cost or pricing data or other than certified cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the contractor shall provide that information to the contracting officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

Each undefinitized order shall contain a schedule for definitization that shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of the following:

- (i) a specified target date that is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the contracting officer for up to 180 days after the contractor submits a qualifying proposal as defined in DFARS 217.7401; or
- (ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph G-13 below.

If agreement on a definitive order is not reached within the time provided pursuant to subparagraph above, the contracting officer may, with the approval of the head of the contracting activity, determine a reasonable price in accordance with Subpart 15.8 and Part 31 of the FAR and issue a unilateral order subject to contractor appeal as provided in the DISPUTES clause (FAR 52.233-1). In any event, the contractor shall proceed with completion of the order, subject to the LIMITATION OF GOVERNMENT LIABILITY clause (FAR 52.216-24).

### **G-13 LIMITATION OF GOVERNMENT LIABILITY**

Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred,

they will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The "LIMITATION OF GOVERNMENT LIABILITY" clause shall be included in any undefinitized order.

Except for undefinitized orders for foreign military sales; purchases of less than \$25,000; special access programs; and congressionally mandated long-lead procurements; and except as otherwise provided in the subparagraph below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

If the contractor submits a qualifying proposal (as defined in DFARS 217.7401) to definitize an order before the Government obligated fifty percent (50%) of the ceiling amount, the contracting officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the contractor, whichever is less.

If at any time the contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the contractor shall so notify the contracting officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the contracting officer will either (1) notify the contractor in writing of such appropriate increase, or (2) instruct the contractor how and to what extent the work shall be continued; provided, however, that in no event shall the contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability and provided also that in no event shall the Government be obligated to pay the contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.

#### **G-14 CONTRACTING OFFICER'S REPRESENTATIVE (COR)—FUNCTIONS AND LIMITATIONS**

[To be completed at award] is hereby designated as the contracting officer's representative (COR). Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. COR authority may not be redelegated. No change in COR assignment shall be made without written notice by the contracting officer, who will modify the contract to reflect the change of COR assignment. The contracting officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor via contract modification.

##### **1. Responsibilities of the COR**

The COR is responsible for the following:

- Providing technical direction and guidance as necessary with respect to the performance of work under this contract. Technical direction and guidance may be used to provide technical advice/recommendations/clarifications on the statement of work/specifications. It MAY NOT be used to tell the contractor how to perform the work.
- Submitting interim and final Contractor Performance Assessment Reports (CPARS) at [www.cpars.csd.disa.mil/cparsmain.htm](http://www.cpars.csd.disa.mil/cparsmain.htm).
- Ensuring quality assurance of services performed or deliveries made.
- Inspecting and accepting services or deliverables.

- Ensuring that Government-furnished property, to include any contractor use of on-site equipment and/or IT resources, is adequately monitored and accounted for.
- Ensuring security requirements on Government installation, such as the request and retrieval of personnel security badges and vehicle passes.
- Monitoring contractor's performance and promptly report problems and recommendations for corrective action to the contracting officer.
- Annually furnishing a written report on performance of the contractor to the contracting officer, and, if deemed necessary, attending a follow-up meeting to discuss.
- Attending post-award conference, if conducted.
- Ensuring a copy of all Government technical correspondence, to include technical direction memorandums/guidance, is forwarded to the contracting officer for placement in the contract file.
- Monitoring of funds expended.
- Ensuring that the contractor does not exceed the defined statement of work set forth in the contract.

## **2. Limitations of the COR**

The COR is not authorized to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or the statement of work/specifications, a modification must be issued in writing and signed by the contracting officer in order to effect such changes. No such changes shall be made without the express written prior authorization/direction of the contracting officer.

### **G-15 ONR 5252.242-9718, TECHNICAL DIRECTION (FEB. 2002)**

(a) Performance of the work hereunder is subject to the technical direction of the COR designated in this contract, or his or her duly authorized representative. For the purposes of this clause, technical direction includes the following:

- (1) Direction to the contractor that shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the objectives described in the statement of work
- (2) Guidelines to the contractor that assist in the interpretation of drawings, specifications, or technical portions of work description

(b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to do any of the following:

- (1) Assign additional work under the contract
- (2) Direct a change as defined in the contract clause entitled "Changes"
- (3) Increase or decrease the contract price, or
- (4) Change any of the terms, conditions, or specifications of the contract

(c) The only individual authorized to in any way amend or modify any of the terms of this contract is the contracting officer. When, in the opinion of the contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special clause, the contractor shall notify the contracting officer in writing within ten working days after its receipt. The contractor shall not proceed with the work affected by the

technical direction until the contractor is notified by the contracting officer that the technical direction is within the scope of the contract.

(d) Nothing in the foregoing paragraphs may be construed to excuse the contractor from performing that portion of work statement that is not affected by the disputed technical direction.

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-1 TYPE OF CONTRACT

The government contemplates award of an indefinite-delivery, indefinite-quantity (IDIQ) contract with firm-fixed-price (FFP) and cost-only orders.

### H-2 ONR 5252.235-9714, REPORT PREPARATION (JULY 2005)

Scientific or technical reports prepared by the contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdfs at [www.niso.org/standards/index.html](http://www.niso.org/standards/index.html). NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: 877-736-6476; outside the U.S. and Canada: 301-362-6904 fax: 301-206-9789.]

### H-3 REPRESENTATIONS AND CERTIFICATIONS

\*The contractor's ORCA representations and certifications valid from \_\_\_\_\_ to \_\_\_\_\_ are incorporated herein by reference. (SAM.GOV)

\*Offeror to fill in.

### H-4 GOVERNMENT-FURNISHED PROPERTY

The following Government property will be furnished to the contractor on a rent-free basis for use in performing the contract:

*(To be completed at time of award, as required)*

### H-5 ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Definitions.

The term "contractor" includes the contractor and its employees, affiliates, marketing consultants (if any), consultants, and subcontractors at all tiers.

"Organizational conflict of interest" ("OCI") means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. FAR 2.101. An OCI may result when (1) activities or relationships create an actual or potential conflict of interest related to the performance of the statement of work (SOW) of this contract; or, (2) when the nature of the SOW on this contract creates an actual or potential conflict of interest with respect to the contractor in relation to a future acquisition.

"Marketing consultant," means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a Government contract by that offeror. An independent contractor is not a marketing consultant when rendering— (1) services excluded in FAR Subpart 37.2; (2) routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities); (3) routine legal, actuarial, auditing, and accounting services; and (4) training services.

(b) In accordance with the guidance in FAR Subpart 9.5, the contracting officer has determined that potentially significant organizational conflicts of interest (OCIs) could result if the contractor is allowed to participate (at

any level) in future federal Government acquisitions that include requirements that may be established or affected by the performance of the SOW by the contractor under this contract.

(c) It is understood and agreed that the contractor may be ineligible (unless expressly exempted as provided in FAR Part 9.5) to act as a prime contractor, subcontractor, or consultant or subcontractor to any prime contractor or subcontractor at any tier, for any future requirements (for services, systems, or components of systems) procured by any federal Government activity where the contractor, in performance of the SOW under this contract, has provided or is providing support (as described in FAR 9.505-1 through 9.505-4) that establishes or affects future requirements or may affect the future competition.

(d) The contracting officer responsible for securing future requirements, in his/her sole discretion, may make a determination to exempt the contractor from ineligibility as described in subparagraph (c) above provided the Contractor submits an acceptable mitigation plan.

(1) Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; a reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); data security measures; and, nondisclosure agreements.

(2) The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation is a unilateral decision made solely at the discretion of the Government and is not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(3) Nothing contained herein shall preclude the contracting officer in future federal Government acquisitions from making his/her own determination as to whether an OCI exists and whether any such OCI has been successfully mitigated.

(e) The contractor shall apply this clause to any subcontractors or consultants who have access to proprietary information received or generated in the performance of this contract and/or who participate in the development of data, or participate in any other activity related to this contract that is subject to the terms of this clause at the prime contractor level.

(f) The contractor agrees that it and its subcontractors at all levels shall use reasonable diligence in protecting proprietary data/information that is received or generated in performance of this contract in accordance with this clause and any other clause of this contract pertaining to the nondisclosure of information. The contractor further agrees that neither it nor its subcontractors will willfully disclose proprietary data/information that is received or generated in the performance of this contract without the prior permission of the contracting officer and that proprietary information shall not be duplicated, used, or disclosed, in whole or part, for any purpose other than to accomplish the work required by the contract.

(g) The contractor and its subcontractors at all levels shall inform their employees that they are required to comply with the applicable requirements and restrictions contained in: restrictive markings applicable to data/information that they receive or generate in the performance of this contract; FAR Subpart 9.5 pertaining to actual or potential OCIs; FAR 3.104 pertaining to requirements and restrictions under the Procurement Integrity Act; and Defense FAR Supplement (DFARS) 252.204-7000 pertaining to "Disclosure of Information."

(h) The contractor agrees to enter into written agreements with all companies whose proprietary data it shall have access to and to protect such data from unauthorized use or disclosure as long as it remains proprietary. The

contractor shall furnish to the contracting officer copies of these written agreements. The contractor agrees to protect the proprietary data and rights of other organizations disclosed to the contractor during performance of this contract with the same caution that a reasonably prudent contractor would use to safeguard its own highly valuable property. The contractor agrees to refrain from using proprietary information for any purpose other than that for which it was furnished.

(i) The contractor shall not distribute reports, data, or information of any nature received or arising from its performance under this contract, except as provided by this contract or as may be directed by the contracting officer.

(j) The contractor agrees that if in the performance of this contract it discovers a potential OCI, a prompt and full disclosure shall be made in writing to the contracting officer. This disclosure shall include a description of the actions the contractor has taken, or proposes to take, to avoid or mitigate such conflicts.

#### **H-6 SPECIAL CONTRACT REQUIREMENT REGARDING NONDISCLOSURE OF INFORMATION**

Data includes all data, information, and software, regardless of the medium (e.g., electronic or paper) and/or format in which the data exists and includes data that is derived from, based on, incorporates, includes, or refers to such data. In the course of performing this contract, the contractor may be or may have been given access to source selection information (as defined in Federal Acquisition Regulation [FAR] 3.104); data that has been assigned (or data that is generated by the contractor that should be assigned) a contractually required or other government distribution control (such as a distribution statement prescribed in DoD Directive 5230.24); and/or data that has been given a restrictive legend by the source of the data such as “business sensitive,” “proprietary,” “confidential,” or word(s) with similar meaning that impose limits on the use and distribution of the data (see for example FAR 52.215-1(e)). All such data with limitations on use and distribution are collectively referred to herein as “protected data.”

This special contract requirement supplements and implements Defense FAR Supplement (DFARS) 252.204-7000, Disclosure of Information. As a condition to receiving access to protected data, the contractor shall (1) prior to having access to protected data, obtain the agreement of the source of the protected data to permit access by the contractor to such protected data; (2) use the protected data solely for the purpose of performing duties under this contract unless otherwise permitted by the source of the protected data; (3) not disclose, release, reproduce, or otherwise provide or make available the protected data or any portion thereof to any employee of the contractor unless and until such employee has been informed of the restrictions on use and distribution of the protected data and agreed in writing to conform with the applicable restrictions; (4) not disclose, release, reproduce, or otherwise provide or make available the protected data or any portion thereof to any non-government person or entity (including, but not limited to, affiliates, subcontractors, successors, and assignees of the contractor), unless the contracting officer and the source of the protected data have given prior written approval (which shall be conditioned upon the person receiving the protected data having been informed of the restrictions on use and distribution of the protected data and having agreed in writing to conform with the applicable restrictions; (5) establish and execute safeguards to prevent the unauthorized use or distribution of protected data.

Any unauthorized use, disclosure, or release of protected data may result in substantial criminal, civil, and/or administrative penalties to the contractor or to the individual who violates a restriction on use or distribution of protected data. Any agreement with another company regarding access to that company’s protected data shall not create any limitation on the government or its employees with regard to such data. A copy of each executed company and individual nondisclosure agreement relating to this contract shall be provided to the contracting officer’s representative (COR).

Appropriate restrictive legends will be included by the contractor on any copies and reproductions made of all or any part of the protected data and any data that is derived from, based upon, incorporates, includes, or refers to the protected data. When the contractor's need for such protected data ends, the protected data shall be returned promptly to the protected data's source with notice to the COR. However, the obligation not to use, disclose, release, reproduce, or otherwise provide or make available such protected data or any portion thereof shall continue even after completion of the contract, for so long as required by the terms of any agreement pertaining to the protected data between the contractor and the source of the protected data, or (in the case of government information) for so long as required by applicable law and regulation. Any actual or suspected unauthorized use, disclosure, release, or reproduction of protected data or violation of this agreement of which the company or any employee is or may become aware shall be reported promptly (within one business day after discovery and confirmation) to the COR.

**PART II—CONTRACT CLAUSES****SECTION I  
CONTRACT CLAUSES****I-1 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB. 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://farsite.hill.af.mil>.

**FAR**

<b>CLAUSE</b>	<b>TITLE</b>
52.202-1	Definitions (Jan. 2012)
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 (Sep. 2006)
52.203-7	Anti-Kickback Procedures (Oct. 2010)
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 (Oct. 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (Apr. 2010)
52.204-2	Security Requirements (Aug. 1996)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (May 2011)
52.204-7	Central Contractor Registration (Dec. 2012)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan. 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Aug. 2012)
52.204-13	Central Contractor Registration Maintenance (Dec. 2012)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec. 2010)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (May 2012)
52.210-1	Market Research (Apr. 2011)
52.211-5	Material Requirements (Aug. 2000)
52.211-15	Defense Priority and Allocation Requirements (Apr. 2008)
52.215-2	Audit and Records—Negotiation (Oct. 2010)
52.215-8	Order of Precedence—Uniform Contract Format (Oct. 1997)
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug. 2011)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications (Aug. 2011)
52.215-12	Subcontractor Certified Cost or Pricing Data (Oct. 2010)
52.215-14	Integrity of Unit Prices (Oct. 2010)
52.215-15	Pension Adjustments and Asset Reversions (Oct. 2010)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct. 1997) (will be included if the successful offeror does not propose facilities capital cost of money)
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (July 2005)
52.215-19	Notification of Ownership Changes (Oct. 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications (Oct. 2010)—fill-in text to be provided at time of modification—Alternate III (c) Submit the cost portion of the proposal via the following electronic media: Microsoft Excel 2007 or higher, with formulas, unprotected
52.215-23	Limitation on Pass-Through Charges (Oct. 2009)

- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan. 2011)  
 Offeror elects to waive the evaluation preference.
- 52.219-8 Utilization of Small Business Concerns (Jan. 2011)
- 52.219-9 Small Business Subcontracting Plan (Jan. 2011), with Alternate II (Oct. 2001)
- 52.219-16 Liquidated Damages—Subcontracting Plan (Jan. 1999)
- 52.222-3 Convict Labor (June 2003)
- 52.222-19 Child Labor—Cooperation with Authorities And Remedies (Mar. 2012)
- 52.222-20 Walsh-Healey Public Contracts Act (Oct. 2010)
- 52.222-21 Prohibition of Segregated Facilities (Feb. 1999)
- 52.222-26 Equal Opportunity (Mar. 2007)
- 52.222-29 Notification of Visa Denial (June 2003)
- 52.222-35 Equal Opportunity for Veterans (Sep. 2010)
- 52.222-36 Affirmative Action for Workers with Disabilities (Oct. 2010)
- 52.222-37 Employment Reports on Veterans (Sep. 2010)
- 52.222-40 Notification of Employee Rights under the National Labor Relations Act (Dec. 2010)
- 52.222-50 Combating Trafficking in Persons (Feb. 2009)
- 52.222-54 Employment Eligibility Verification (July 2012)
- 52.223-3 Hazardous Material Identification and Material Safety Data (Jan. 1997)
- 52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)
- 52.223-6 Drug-Free Workplace (May 2001)
- 52.223-11 Ozone-Depleting Substances (May 2001)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug. 2011)
- 52.225-13 Restrictions on Certain Foreign Purchases (June 2008)
- 52.227-1 Authorization and Consent (Dec. 2007) with Alternate I (Apr. 1984)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec. 2007)
- 52.227-10 Filing of Patent Applications—Classified Subject Matter (Dec. 2007)
- 52.227-11 Patent Rights—Ownership by the Contractor (Dec. 2007)
- 52.229-3 Federal, State, and Local Taxes (Feb. 2013)
- 52.232-2 Payments under Fixed-Price Research and Development Contracts (Apr. 1984)
- 52.232-8 Discounts for Prompt Payment (Feb. 2002)
- 52.232-9 Limitation on Withholding of Payments (Apr. 1984)
- 52.232-11 Extras (Apr. 1984)
- 52.232-16 Progress Payments (Apr. 2012)
- 52.232-17 Interest (Oct. 2010)
- 52.232-23 Assignment of Claims (Jan. 1986)
- 52.232-25 Prompt Payment (Oct. 2008)
- 52.232-33 Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)
- 52.233-1 Disputes (July 2002)
- 52.233-3 Protest after Award (Aug. 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (Oct. 2004)
- 52.237-2 Protection of Government Building, Equipment, and Vegetation (Apr. 1984)
- 52.242-2 Production Progress Reports (Apr. 1991)
- 52.242-13 Bankruptcy (July 1995)
- 52.243-1 Changes—Fixed Price (Aug. 1987) with Alternate V (Apr. 1984)
- 52.243-6 Change Order Accounting (Apr. 1984)
- 52.243-7 Notification of Changes (Apr. 1984)
- 52.244-2 Subcontracts (Oct. 2010)
- 52.244-6 Subcontracts for Commercial Items (Dec. 2010)
- 52.245-1 Government Property (Apr. 2012)
- 52.245-9 Use and Charges (Apr. 2012)

52.246-23	Limitation of Liability (Feb. 1997)
52.246-24	Limitation of Liability—High-Value Items (Feb. 1997) with Alternate I (Apr. 1984), (This clause shall apply only to those items identified in this contract as being subject to this clause.)
52.246-25	Limitation of Liability—Services (Feb. 1997)
52.247-63	Preference for US-Flag Air Carriers (June 2003)
52.248-1	Value Engineering (Oct. 2010)
52.249-2	Termination for Convenience of the Government (Fixed Price) (Apr. 2012)
52.249-9	Default (Fixed-Price Research and Development) (Apr. 1984)
52.251-1	Government Supply Sources (Apr. 2012)
52.252-6	Authorized Deviations in Clauses (Apr. 1984) fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2)
52.253-1	Computer Generated Forms (Jan. 1991)

**DFARS**

<b>CLAUSES</b>	<b>TITLE</b>
252.201-7000	Contracting Officer's Representative (Dec. 1991)
252.203-7000	Requirements Relating to Compensation of Former DoD Officials. (Sep. 2011)
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (Dec. 2008)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Jan. 2009)
252.203-7003	Agency Office of the Inspector General (Dec. 2012)
252.203-7004	Display of Fraud Hotline Poster(s) (Dec. 2012)
252.204-7000	Disclosure of Information (Dec. 1991)
252.204-7002	Payment for Subline Items Not Separately Priced (Dec. 1991)
252.204-7003	Control of Government Personnel Work Product (Apr. 1992)
252.204-7004	Alternate A, Central Contractor Registration (May 2013)
252.204-7005	Oral Attestation of Security Responsibilities (Nov. 2001)
252.204-7006	Billing Instructions (Oct. 2005)
252.204-7008	Export-Controlled Items (Apr. 2010)
252.205-7000	Provision of Information to Cooperative Agreement Holders (Dec. 1991)
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Dec. 2006)
252.211-7003	Item Identification and Valuation (June 2011) (c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following: (i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more. (ii) The following items for which the Government's unit acquisition cost is less than \$5,000: Contract Line, Subline, or Exhibit Line Item Number Item Description: NONE (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number: NONE.
252.211-7007	Reporting of Government-Furnished Property (Aug. 2012)
252.211-7008	Use of Government-Assigned Serial Numbers (Sep. 2010)
252.215-7000	Pricing Adjustments (Dec. 2012)
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (Aug. 2012)
252.219-7004	Small Business Subcontracting Plan (Test Program) (Jan. 2011)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (Dec. 2010)
252.223-7004	Drug-Free Work Force (Sep. 1988)

252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr. 2012)
252.223-7008	Prohibition of Hexavalent Chromium (May 2011)
252.225-7001	Buy American and Balance of Payments Program (Dec. 2012)
252.225-7002	Qualifying Country Sources as Subcontractors (Dec. 2012)
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States (Oct. 2010)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Mar. 2013)
252.225-7012	Preference for Certain Domestic Commodities (June 2012)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (June 2011)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep. 2004)
252.227-7000	Non-Estoppel (Oct. 1966)
252.227-7015	Technical Data—Commercial Items (Dec. 2011)
252.227-7016	Rights in Bid or Proposal Information (Jan. 2011)
252.227-7019	Validation of Asserted Restrictions—Computer Software (Sep. 2011)
252.227-7030	Technical Data--Withholding of Payment (Mar. 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data (June 2012)
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business) (June 2012)
252.231-7000	Supplemental Cost Principles (Dec. 1991)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (June 2012)
252.232-7004	DoD Progress Payment Rates (Oct. 2001)
252.232-7010	Levies on Contract Payments (Dec. 2006)
255.235-7010	Acknowledgement of Support and Disclaimer (May 1995)
252.242-7004	Material Management and Accounting System (May 2011)
252.242-7005	Contractor Business Systems (Feb. 2012)
252.242-7006	Accounting System Administration (Feb. 2012)
252.243-7001	Pricing of Contract Modifications (Dec. 1991)
252.243-7002	Requests for Equitable Adjustment (Dec. 2012)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (Mar. 2013)
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (Apr. 2012)
252.245-7002	Reporting Loss of Government Property (Apr. 2012)
252.245-7003	Contractor Property Management System Administration (Apr. 2012)
252.245-7004	Reporting, Reutilization, and Disposal (Apr. 2012)
252.246-7001	Warranty of Data (Dec. 1991), with Alternate II (Dec. 1991)
252.246-7003	Notification of Potential Safety Issues (Jan. 2007))
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sep. 2010)
252.247-7023	Transportation of Supplies by Sea (May 2002)
252.247-7024	Notification of Transportation of Supplies by Sea (Mar. 2000) (will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)
525.251-7000	Ordering from Governmental Supply Sources (Aug. 2012)

## I-2 CLAUSES INCORPORATED BY FULL TEXT

### • FAR 52.209-9, Updates of Information Regarding Responsibility Matters (Feb. 2012)

(a) The contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov> .

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the contractor post information, which can only be viewed by—

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The contractor, when viewing data on itself; and

(2) The publicly available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The contractor will receive notification when the Government posts new information to the contractor's record.

(1) If the contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

● **FAR 52.216-19, Order Limitations (Oct. 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of [to be filled in]
- (2) Any order for a combination of items in excess of [to be filled in]; or
- (3) Any order or series of orders, when combined with all previous orders issued to the contractor under this contract, that consist of potential values that would cause the dollar limitation in subparagraph (1) or (2) above to be exceeded.

(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) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five 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.

(End of Clause)

● **FAR 52.216-22, Indefinite Quantity (Oct. 1995)**

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

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

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

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

(End of Clause)

● **FAR 52.216-24, Limitation of Government Liability (Apr. 1984)**

(a) In performing this contract, the contractor is not authorized to make expenditures or incur obligations exceeding [to be filled in] dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [to be filled in] dollars.

● **FAR 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 before the end of the period of performance.

(End of Clause)

● **FAR 52.219-28, Post-Award Small Business Program Rerepresentation (Apr. 2012)**

(a) Definitions. As used in this clause—

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been

extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

“Small business concern” 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 (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the contractor represented that it was a small business concern prior to award of this contract, the contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics>.

(d) The small business size standard for a contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect the contractor’s current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the contractor represented that it was other than a small business concern prior to award of this contract, the contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The contractor represents that it  is,  is not a small business concern under NAICS Code 334220 assigned to contract number \_\_\_\_\_.

[Contractor to sign and date and insert authorized signer’s name and title].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

(End of clause)

● **FAR 52.223-11, Ozone-Depleting Substances (May 2001)**

(a) Definitions. “Ozone-depleting substance,” as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

- Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform;
- or
- Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

**WARNING**

**Contains (or manufactured with, if applicable) \_\_\_\_\_\*, a substance(s) that harm(s) public health and environment by destroying ozone in the upper atmosphere.**

\*The contractor shall insert the name of the substance(s).

(End of Clause)

● **DFARS 252.216-7006, Ordering (May 2011)**

(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 contract schedule. Such orders may be issued from date of award through 36 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)(1) If issued electronically, the order is considered “issued” when a copy has been posted to the Electronic Document Access system, and notice has been sent to the contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered “issued” when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

● **DFARS 252.217-7027, Contract Definitization (Dec. 2012)**

(a) A firm-fixed-price order is contemplated. The contractor agrees to begin promptly negotiating with the contracting officer the terms of a definitive order that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of

execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The contractor agrees to submit a fixed-price proposal and certified cost or pricing data or other than certified cost and pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows [to be filled in at the time of issuance of undefinitized order]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the contracting officer, the contracting officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to contractor appeal as provided in the Disputes clause. In any event, the contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

- (1) After the contracting officer’s determination of price or fee, the contract shall be governed by—
  - (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the contracting officer under this paragraph (c);
  - (ii) All clauses required by law as of the date of the contracting officer’s determination; and
  - (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm-fixed-price in no event to exceed [to be filled in at the time of issuance of an undefinitized order].

(End of clause)

**• DFARS 252.227-7013, Rights in Technical Data—Noncommercial Items (Feb. 2012)**

(a) Definitions. As used in this clause—

- (1) “Computer data base” means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
- (2) “Computer program” means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (3) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
- (4) “Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (5) “Covered Government support contractor” means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

- (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
- (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) “Detailed manufacturing or process data” means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

- (i) Private expense determinations should be made at the lowest practicable level.

- (ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) “Government purpose rights” means the rights to—

- (i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

- (ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

- (i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; or

(2) A foreign government, of technical data, other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) “Unlimited rights” means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract there under, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the contractor’s exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the nondisclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

### (3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the contractor that the data have been destroyed.

(iii) The contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the contractor agrees to promptly enter into negotiations with the contracting officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The contractor acknowledges that—

(A) Limited rights data is authorized to be released or disclosed to covered Government support contractors;

(B) The contractor will be notified of such release or disclosure;

(C) The contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a nondisclosure agreement directly with the contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the contractor (or party asserting restrictions) may waive in writing the requirement for a nondisclosure agreement;

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, and

shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement; and

(E) The contractor shall provide a copy of any such nondisclosure agreement or waiver to the contracting officer, upon request.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the contractor.

(d) Third-party copyrighted data. The contractor shall not, without the written approval of the contracting officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (“the attachment”). The contractor shall not deliver any data with restrictive markings unless the data are listed on the attachment.

(3) In addition to the assertions made in the attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the contracting officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the contractor:

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

The contractor asserts for itself, or the persons identified below, that the Government’s rights to use, release, or disclose the following technical data should be restricted—

Technical Data to be Furnished with Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
[List]	[List]	[List]	[List]

\*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

\*\*Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government’s rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

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

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

Date \_\_\_\_\_  
 Printed Name and Title \_\_\_\_\_  
 \_\_\_\_\_  
 Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the contracting officer, the contractor shall provide sufficient information to enable the contracting officer to evaluate the contractor’s assertions. The contracting officer reserves the right to add the contractor’s assertions to the attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The contractor, and its subcontractors or suppliers, may only assert restrictions on the Government’s rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

**GOVERNMENT PURPOSE RIGHTS**

Contract No. \_\_\_\_\_  
 Contractor Name \_\_\_\_\_  
 Contractor Address \_\_\_\_\_  
 \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

The Government’s rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

**LIMITED RIGHTS**

Contract No. \_\_\_\_\_  
 Contractor Name \_\_\_\_\_  
 Contractor Address \_\_\_\_\_  
 \_\_\_\_\_

The Government’s rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government’s rights stem from a specifically negotiated license shall be marked with the following legend:

**SPECIAL LICENSE RIGHTS**

The Government’s rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_\_(Insert contract number)\_\_\_\_, License No. \_\_\_\_ (Insert license identifier)\_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Preexisting data markings. If the terms of a prior contract or license permitted the contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the contractor may mark such data with the

appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

- (1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and
- (2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

- (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.
- (2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the contracting officer notifies the contractor of a nonconforming marking and the contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

- (1) The contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—
  - (i) The Government has acquired, by any means, the same or greater rights in the data; or
  - (ii) The data are available to the public without restrictions.
- (2) The limitation in paragraph (j)(1) of this clause—
  - (i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and
  - (ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

- (1) The contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.
- (2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was

developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

• **DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb. 2012)**

(a) Definitions. As used in this clause—

(1) “Commercial computer software” means software developed or regularly used for non-governmental purposes which—

- (i) Has been sold, leased, or licensed to the public;
- (ii) Has been offered for sale, lease, or license to the public;
- (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
- (iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) “Computer database” means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) “Computer program” means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) “Covered Government support contractor” means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

- (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
- (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) “Developed” means that—

- (i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;
  - (ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or
  - (iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.
- (8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.
- (i) Private expense determinations should be made at the lowest practicable level.
  - (ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.
- (9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.
- (10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.
- (11) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.
- (12) “Government purpose rights” means the rights to—
- (i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and
  - (ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.
- (13) “Minor modification” means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.
- (14) “Noncommercial computer software” means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.
- (15) “Restricted rights” apply only to noncommercial computer software and mean the Government’s rights to—
- (i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;
  - (ii) Transfer a computer program to another Government agency without the further permission of the contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;
  - (iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;
  - (iv) Modify computer software provided that the Government may—
    - (A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause;
    - and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and nondisclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(15)(i) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and nondisclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(vii) Permit covered Government support contractors to use, modify, reproduce, perform, display, or release or disclose the computer software to authorized person(s) in the performance of Government contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(16) “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the contractor.

(1) Unlimited rights. The Government shall have unlimited rights in—

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of

interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and nondisclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the contractor agrees to promptly enter into negotiations with the contracting officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The contractor will be notified of such release or disclosure;

(C) The contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a nondisclosure agreement directly with the contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the contractor (or party asserting restrictions) may waive in writing the requirement for a nondisclosure agreement;

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-

7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement; and

(E) The contractor shall provide a copy of any such nondisclosure agreement or waiver to the contracting officer, upon request.

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data—Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the preexisting rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third-party copyrighted computer software or computer software documentation. The contractor shall not, without the written approval of the contracting officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the contracting officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (“the attachment”). The contractor shall not deliver any software with restrictive markings unless the software is listed on the attachment.

(3) In addition to the assertions made in the attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the contracting officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the contractor:

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

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

<b>Computer Software to be Furnished with Restrictions*</b>	<b>Basis for Assertion**</b>	<b>Asserted Rights Category***</b>	<b>Name of Person Asserting Restrictions****</b>
[List]	[List]	[List]	[List]

\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government’s rights to use, release, or disclose computer software.

\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government’s rights should be restricted.

\*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

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

Date \_\_\_\_\_  
 Printed Name and Title \_\_\_\_\_  
 \_\_\_\_\_  
 Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the contracting officer, the contractor shall provide sufficient information to enable the contracting officer to evaluate the contractor’s assertions. The contracting officer reserves the right to add the Contractor’s assertions to the attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

(f) Marking requirements. The contractor, and its subcontractors or suppliers, may only assert restrictions on the Government’s rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions

thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the contracting officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

**GOVERNMENT PURPOSE RIGHTS**

Contract No. \_\_\_\_\_  
 Contractor Name \_\_\_\_\_  
 Contractor Address \_\_\_\_\_  
 \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

**RESTRICTED RIGHTS**

Contract No. \_\_\_\_\_  
 Contractor Name \_\_\_\_\_  
 Contractor Address \_\_\_\_\_  
 \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_ (Insert contract number)\_\_\_\_, License No. \_\_\_\_ (Insert license identifier)\_\_\_\_. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Preexisting markings. If the terms of a prior contract or license permitted the contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

- (1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and
- (2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions—Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions—Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation.

(1) The contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

**PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J  
LIST OF ATTACHMENTS**

- J-1 Exhibit A, Contract Data Requirements, 1 page**
- J-2 Exhibit B, Subsystems and Modules for Radio Frequency Distribution System Statement of Work**
- J-3 Exhibit C, Small Business Plan, dated \* \_\_\_\_\_**
- J-4 Exhibit D, DD 254 Contract Security Classification Specification, Serial Number 034-13 Dated 10 April 2013**
- J-5 Exhibit E, Labor Rates for CLIN 0008 [to be inserted after award]**
  
- J-6 Attachment 1, Recent and Relevant Past Performance Questionnaire**
- J-7 Attachment 2, Price Summary Format**

**\*To be completed at time of award**

## PART IV—REPRESENTATIONS AND INSTRUCTIONS

### SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

#### K-1 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

In accordance with FAR 4.1201, prospective contractors must complete electronic annual representations and certifications via the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov> or in conjunction with required registration in the System for Award Management at [www.sam.gov](http://www.sam.gov). The representations and certification must be updated as necessary, but at least annually, to ensure they are kept current, accurate, and complete. In addition, each offeror must complete the additional contract specific representations and certifications below.

#### K-2 PROVISIONS INCORPORATED BY FULL TEXT

##### • FAR 52.203-2, Certificate of Independent Price Determination (Apr. 1985)

The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

● **FAR 52.204-5, Woman-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 a women-owned business concern.

(End of Provision)

● **FAR 52.204-8, Annual Representations and Certifications (Dec. 2012)**

(a)

- (1) The North American Industry classification System (NAICS) code for this acquisition is 334220.
- (2) The small business size standard is 750 employees.
- (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)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

- (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
  - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
    - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
    - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
    - (C) The solicitation is for utility services for which rates are set by law or regulation.
  - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
  - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
  - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
    - (A) Are not set aside for small business concerns;
    - (B) Exceed the simplified acquisition threshold; and

- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the contracting officer:

- \_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.
  - \_\_\_ (A) Basic.
  - \_\_\_ (B) Alternate I.
- \_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- \_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- \_\_\_ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.
- \_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- \_\_\_ (vi) 52.227-6, Royalty Information.
  - \_\_\_ (A) Basic.
  - \_\_\_ (B) Alternate I.
- \_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

● **FAR 52.209-5, Certification Regarding Responsibility Matters (Apr. 2010)**

(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, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); 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; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(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) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a 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.

(End of Provision)

**• FAR 52.209-7, Information Regarding Responsibility Matters (Feb. 2012)**

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror  has  does not have current active federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

● **FAR 52.219-1, Small Business Program Representations (Apr. 2012)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 334220.

(2) The small business size standard is 750 employees.

(3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but that 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) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(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 it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“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,” 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—

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

“Women-owned small business concern,” means a small business concern—

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

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(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 business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 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.

(End of Provision)

Alternate I (Apr 2011).

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

● **FAR 52.225-18, Place of Manufacture (Sep 2006)**

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2)  Outside the United States.

(End of provision)

● **FAR 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification (Aug. 2009)**

(a) Definitions. As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization ;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspend.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

● **FAR 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification (Dec. 2012)**

(a) Definitions. As used in this provision—

Person—

(1) Means—

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf> ).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

● **FAR 52.230-1, Cost Accounting Standards Notices and Certification (May 2012)**

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 \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that 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

(End of Provision)

● **FAR 52.230-7, Proposal Disclosure—Cost Accounting Practice Changes (Apr. 2005)**

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked “Yes” above, the offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the contracting officer and the cognizant federal agency official as pricing support for the proposal.

(End of provision)

● **DFARS 252.204-7007, Alternate A, Annual Representations and Certifications (July 2012)**

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

- (d)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
  - (i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.
  - (ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.
  - (iii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
  - (iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
  - (v) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.
  - (vi) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.
  - (vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer:

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (iv) 252.225-7022, Trade Agreements Certificate—Inclusion of Iraqi End Products.
- (v) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (vi) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

- \_\_\_ Use with Alternate I.
- \_\_\_ Use with Alternate II.
- \_\_\_ Use with Alternate III.
- \_\_\_ Use with Alternate IV.
- \_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

**• DFARS 252.209-7997, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under Any Federal Law—DoD Appropriations (Deviation 2013-2013-00006) (Jan. 2013)**

(a) In accordance with section 101(a)(3) of the Continuing Appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for general appropriations for DoD may be used to enter into a contract with any corporation that—

(1) Has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a federal law within the preceding 24 months.

(End of provision)

● **DFARS 252.209 7998, Representation Regarding Conviction of a Felony Criminal Violation under Any Federal or State Law (Deviation 2012-O0007) (Mar. 2012)**

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any federal or state law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The offeror represents that it is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a federal or state law within the preceding 24 months.

(End of provision)

● **DFARS 252.225-7010 Commercial Derivative Military Article—Specialty Metals Compliance Certificate (July 2009)**

(a) Definitions. “Commercial derivative military article,” “commercially available off-the-shelf item,” “produce,” “required form,” and “specialty metal,” as used in this provision, have the meanings given in the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS 252.225-7009). The offeror’s designation of an item as a “commercial derivative military article” will be subject to Government review and approval.

---

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the contractor’s good faith estimate of the greater of—

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of provision)

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

**L-1 FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB. 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at <http://farsite.hill.af.mil>.

(End of Provision)

**FAR**

<b>PROVISION</b>	<b>TITLE</b>
52.215-1	Instructions to Offerors—Competitive Acquisition (Jan. 2004)
52.215-3	Request for Information of Solicitation Planning Purposes (Oct. 1997)
52.215-16	Facilities Capital Cost of Money (June 2003)
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort (Oct. 2009)
52.232-13	Notice of Progress Payments (Apr. 1984)

**DFARS**

<b>PROVISION</b>	<b>TITLE</b>
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (Jan. 2009)
252.211-7005	Substitutions for Military or Federal Specifications and Standards (Nov. 2005)
252.215-7008	Only One Offer (June 2012)

**L-2 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT**

• **FAR 52.211-14, Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr. 2008)**

Any contract awarded as a result of this solicitation will be  DX rated order;  DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

• **FAR 52.215-20, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct. 2010), Alternate IV (Oct. 2010)**

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

(b) Provide data described: provide the breakdown of the costs as a break out the labor plus labor overhead, materials plus material overhead (if any) and G&A and fee. The offeror should provide information to enable the contracting officer to determine that the proposed price is fair and reasonable. Such information could include published price lists, information on previous sales of the same of similar items, or the projected costs of fabricating and installing the item (material costs, labor costs, etc.).

(End of provision)

● **FAR 52.216-1, Type of Contract (Apr. 1984)**

The government contemplates award of an indefinite-delivery, indefinite-quantity (IDIQ) contract with firm-fixed-price and cost-only orders resulting from this solicitation.

(End of provision)

● **FAR 52.233-2, Service of Protest (Sept. 2006)**

(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 Government Accountability Office (GAO), shall be served on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., SW, Washington, DC 20375-5326.

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

(End of Provision)

● **DFARS 252.227-7017, Identification and Assertions of Use, Lease, Release, or Disclosure Restrictions (Jan. 2011)**

The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

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

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

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

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

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

Technical Data or Computer Software to be Furnished Basis for Rights Asserting with Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
*****			

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

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

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

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

\*\*\*\*\*Enter “none” when all data or software will be submitted without restrictions.

Date \_\_\_\_\_  
 Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

(End of provision)

**• DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government (June 1995)**

The offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the offeror has produced for, delivered to, or is obligated to deliver to the government under any contract or subcontract. The attachment shall identify—

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

### **L-3 GOVERNMENT-FURNISHED PROPERTY**

No material, labor, or facilities will be furnished by the government unless provided for in the solicitation.

### **L-4 INQUIRIES CONCERNING THE SOLICITATION**

Any questions concerning the RFP must be submitted in writing to the contracting officer representative at the location noted in blocks 7 and 10 of the Standard Form 33, Solicitation, Offer and Award. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

### **L-5 SMALL BUSINESS SUBCONTRACTING PLAN**

Offerors shall submit as part of its proposal a written subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9, Alternate II). The plan shall include the congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why this goal cannot be included in the plan

### **L-6 SECURITY REQUIREMENTS**

Access to classified information is not required to submit a proposal for this statement of work. However, prospective offerors shall have the required facility clearance in accordance with attached DD 254 (Exhibit C) at the time of award and personnel available with final DoD-granted personnel security clearances required for performance of the contract.

### **L-7 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST**

#### **(a) Definitions**

Organizational Conflict of Interest: FAR 2.1 defines "organizational conflict of interest" as a situation in which "...because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage." For the purposes of this contract, the term "organizational conflict of interest" means that a relationship exists between the contractor (including the successor-in-interest, assignee or affiliated divisions, subsidiaries, employees, consultants, or subcontractors, hereinafter referred to as "contractor") and another in which the underlying interests of the contractor and the other party directly or indirectly (1) may influence, affect or diminish the contractor's ability to give impartial, technically sound, objective assistance, conclusions, advice or recommendations, or may otherwise result in a biased work product to or for the Government, or (2) may result in an unfair competitive advantage.

#### **(b) Purpose**

The primary purpose of this clause is to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) which relate to the work under this contract.

#### **(c) Description of the Effort**

This contract is for research and development activities in support of NRL Surface Electronic Warfare Branch. In the performance of this contract, the contractor may be required to make certain findings, conclusions, and recommendations to the Government. The contractor may also be required to have access to other contractor's proprietary data in order to make those findings, conclusions, and recommendations to the Government. Because the Government requires total objectivity and impartiality in performance of this contract, the contractor must be

free from any biased influences and interests which will impact, directly or indirectly, on the contractor's decision-making process.

(d) Nature of Conflict

- Providing systems engineering and technical direction for a system
- Preparing and/or furnishing complete specifications covering nondevelopmental items
- Preparing or assisting in preparing a work statement
- Obtaining access to proprietary information

(e) Disclosure Statement

If the offeror is aware of circumstances that may hinder its ability to render impartial, technically sound, and unbiased assessments, recommendations, and/or evaluations; or that circumstances exist that may result in the appearance that it may have any unfair competitive advantage, the offeror shall provide a full disclosure statement. The statement must describe in a concise manner all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to (1) impartial, technically sound, and unbiased assessments, recommendations, and/or evaluations, or (2) being given an unfair competitive advantage. Prospective offerors should refer to FAR subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest. If the offeror is not aware of any circumstances of this nature, then the offeror shall provide a statement stating such.

The government will review the statement submitted and may require additional relevant information from the offeror. All such information and any other relevant information will be used by the government to determine whether an award to the offeror may create an organizational conflict of interest. If found to exist, the Government may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the offeror, or (3) determine that it is otherwise in the best interest of the Government to contract with the offeror by including appropriate conditions mitigating such conflict in the contract awarded.

The refusal to provide the disclosure of any additional information as required shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the Government may terminate the contract for default, recommend that the contractor be disqualified from subsequent related contracts, or be subject to such other remedial actions as may be permitted or provided by law. The attention of the offeror in complying with this provision is directed to 18 U.S.C. 1001 and 31 U.S.C. 3802(a)(2).

Depending on the nature of the contract activities, the offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an offeror shall be considered by the Government in the evaluation of proposals, and if the Government considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

No award shall be made until the disclosure has been evaluated by the Government. Failure to provide the disclosure will be deemed to be a minor informality and the offeror or contractor shall be required to promptly correct the omission.

If the contracting officer determines that a potential conflict exists, the prospective offeror shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means, i.e., government approved corporate mitigation plan. The terms of this clause are subject to negotiation.

**L-8 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS**

All proposals shall be submitted in accordance with FAR 52.215-1, Instructions to Offerors—Competitive Acquisition. Proposals/offers submitted in paper media through the United States Postal Service (USPS) or overnight delivery services shall be addressed as follows:

Contracting Officer,  
ATTN: Code 3220.pw  
RFP No. N00173-13-R-  
PW10  
Naval Research  
Laboratory  
4555 Overlook Avenue,  
SW  
Washington, DC 20375

Closing Date: 6 August 2013

Time: 2 p.m., local time

If the offeror is shipping the proposal via USPS or overnight delivery services, the offeror shall send the tracking number(s) via e-mail the contract specialist at [patricia.woodhouse@nrl.navy.mil](mailto:patricia.woodhouse@nrl.navy.mil).

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, SW, Washington, DC 20375, Building 222, Room 115, between the hours of 8 a.m. until 4 p.m. local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist, to deliver the proposal. All offerors shall allow sufficient time for delivery of their proposal to the contracting office prior to the closing date and time announced in the solicitation. Directions and additional information about NRL is available at [www.nrl.navy.mil/aboutdc.htm](http://www.nrl.navy.mil/aboutdc.htm).

Comprehensive responses to the requirements of this request for proposals (RFP) are required to enable the Government to evaluate the offeror's understanding of, capability and approaches to accomplish the stated requirements. Proposals shall be submitted in accordance with the instructions herein, and nonconformance with the specified required content may be cause for rejection of the proposal. Offerors are advised that material submitted in excess of that required herein will not be evaluated.

The proposal shall be valid for no less than 180 days from the date of RFP closing. The proposal shall provide comprehensive responses to the areas provided for in this section. The proposal shall be a complete response to the statement of work and the requirements of this RFP, taking into consideration required production quantities and delivery schedules specified in this solicitation.

Alternate proposals that depart from stated requirements will not be considered and shall not be submitted. The offeror may submit multiple proposals that offer different approaches to meet the stated requirements. If the offeror submits multiple compliant proposals, the offeror shall clearly identify the unique attributes of each of the proposals and each proposal shall be a separate, stand-alone document and shall not reference another proposal submitted. In no event shall any one offeror submit more than two (2) unique proposals. Each proposal will be evaluated separately in accordance with the procedures specified herein.

**L-9 GENERAL CONTENT REQUIREMENTS**

The offeror's proposal is the sole basis for evaluating the technical merits of what is being offered, the degree to which the offeror's claims of performance capability and capacity are supported, and the ability of the Offeror to perform in accordance with the requirements. Proposals submitted shall be sufficiently detailed to enable Government personnel to make a thorough evaluation of the proposal and to arrive at a sound determination as to whether the prospective offeror will be able to perform in accordance with the requirements of the RFP.

The proposal shall be so specific, detailed, and complete as to clearly demonstrate that the offeror has a thorough comprehension of the all technical, manufacturing and delivery requirements, including all special provisions of the RFP. General statements that the offeror understands the problem and can or will comply with the requirements of the RFP will be considered to be inadequate. The proposal shall be sufficiently complete to demonstrate the manner in which the offeror will comply with the applicable requirements of the solicitation.

The offeror need not repeat information within the same volume required in the response to two or more proposal requirements. Such information should be presented in detail in the one area of the volume where it contributes most critically to the discussion. In other areas where discussion of the same information is necessary, the offeror shall refer to the initial discussion and identify its location within the proposal volume.

In the event that any portion of the technical proposal is written by someone who is not a bona fide employee of the offeror who is submitting the proposal, a certificate to this effect shall be signed by a responsible officer of the offeror and shall show the person's name, employment capacity, the name of employer, the relationship of that employer to the offeror, and the portion of the technical proposal written by that person.

The completion of the RFP and submission to the Government of the RFP, i.e., the offeror's offer, including the entire RFP and all of its attachments, will constitute an offer and will indicate the offeror's unconditional assent to the terms and conditions in this RFP. Any objection to any of the terms and conditions will constitute a deficiency that may make the offer unacceptable. An offeror may correct a deficiency only through discussions (see FAR 15.610), if discussions are held. However, the Government intends to award a contract without discussions. Therefore, offerors are cautioned to consult with the contracting officer in writing before submitting an offer that takes exception to any term or condition of this RFP. The Government reserves the right to conduct discussions and to permit offerors to revise their offers. If discussions are conducted, the Government reserves the right to use considerations of procurement evaluation efficiency in establishing the competitive range.

It is the preference of the Government for offerors, and subcontractors thereto, to use commercial items to the maximum extent practicable in fulfilling the Government's requirements covered by this procurement. Offerors should set forth in their proposal any terms and conditions of the RFP that the offeror finds inapplicable due to the commerciality of a particular item and provide an explanation of why.

#### **L-10 CROSS-REFERENCING**

Each volume shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. Information required for proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the proposal.

Each volume shall contain a glossary of all abbreviations and acronyms used with an explanation for each.

**L-11 PROPOSAL ORGANIZATION**

(a) Each of Volumes I, II, III, and IV shall contain the following items in addition to the offeror's proposal data required by this RFP.

Cover and title page: The cover and title page shall include the following:

- Title of proposal
- Volume number and title
- RFP number
- Company name, point of contact information, address, telephone number, facsimile number, and e-mail address of the offeror
- DUNS number and CAGE code
- Date

(b) Each volume shall contain a Table of Contents, and each volume shall be paginated.

(c) The offeror is encouraged to use recycled paper and maximize the use of double sided copying when preparing its response.

(d) Required Copies

1. One (1) original of Volume I (Contract Information) is required.
2. One (1) original and two (2) copies are required for Volume II (Technical/Management Proposal).
3. One (1) original and one (1) copy of Volume III (Past Performance Information) are required.
4. One (1) original of Volume IV (Price Proposal) is required.

(e) Restriction on Disclosure and Use of Data—If the offeror included in its proposal data it does not want disclosed to the public or is to be used by the Government for evaluation purposes only, the offeror must specifically identify such data in accordance with FAR 52.215-1(e).

(f) Submittal via CD or DVD

1. Each volume shall be submitted on CD-R or DVD-R only (write once/read only) and “closed” so that no further writes can be made to the media; all volumes may be submitted on one CD-R or DVD-R. CD-R/W or DVD-R/W media types are not acceptable.
2. Media must be virus scanned by the offeror before media is provided to the Government.
3. Data files/CD-Rs should be accessible by a computer running MS Office 2007, Windows 7, or compatible.
4. Data files should be .xls file format (MS Windows Excel Office 2007 or earlier)

(g) Proposal Format and Length

Little attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP, the performance work statement, company's organization and accounting structure, and proposed cost estimate.

**Volume I: Contract Information**

- Cover/Forwarding Letter: 2-page limit
- Standard Form 33, “Solicitation, Offer and Award”, with blocks 12 through 18 completed by the offeror
- Solicitation Amendment(s) (if any). The offeror shall submit signed completed copies of each amendment(s).
- Sections D through L Fill-Ins: No page limit
- Small Business Subcontracting Plan: No page limit
- OCI Mitigation Plan, if applicable: No page limit

**Small Business Participation**

The offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled “Small Business Subcontracting Plan” (FAR 52.219-9). All offerors shall include in their proposals information to permit evaluation of the extent of participation of small businesses and historical black colleges or universities and minority institutions in performance of the contract. Participation to be identified may be in the form of joint ventures, teaming arrangements, or subcontracts.

For small businesses proposing as prime, offerors information relative to the overall breakout to subcontracting partners is desired under this section. Large business concerns shall describe the extent to which it has identified and committed to provide for participation of small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, and service-disabled veteran-owned small business concerns as subcontractors in the performance of the requirements addressed within solicitation N00173-13-R-PW10. The Small Business Subcontracting Plan (see FAR 52.219-9 Alternate II, and DFARS 252.219-7003 or 252.219-7004, as applicable) submitted by large business concerns shall include the information discussed above and shall meet the requirements of FAR Part 19 and DFARS Part 219.

**Volume II: Technical/Management Proposal, 120-page limit**

NOTE: Offerors are to ensure that all Technical/Management Proposal information is contained within Volume II and that no cost/price information has been included in this volume.

**• Factor 1A: Technical Understanding**

The offeror shall describe its approach to meeting the requirements of Section C Statement of Work.

**Technical Proposal Requirements**

The offeror shall describe in detail its approach to meeting the requirements of Exhibit B, Subsystems and Modules for Radio Frequency (RF) Distribution System Requirements Document. Furthermore, the offeror shall provide the information detailed below. The offeror shall provide a top-level description of trade studies performed, the rationale for selection of the proposed approach, and evidence of ability to meet the requirement areas identified below, including, where available, data and analysis, test results, modeling and simulation results, or other substantive evidence. Additionally, the offeror shall provide the following:

**Section 1.0 Design Description**

The offeror shall provide a detailed description of the system and component design, features, and characteristics. The offeror shall demonstrate an understanding of the technical and performance requirements of the RFP. The basis for conformance shall be identified. The offeror shall identify those aspects of the design that are considered design issues or risk items, and the offeror shall describe the plan to address these issues and risks. The offeror shall describe its approach to designing each of the three Unit Types in order to meet all physical, functional, and performance requirements. Of the three Unit Types, the Government expects Unit Type 3 to require the most complex design and bear the most risk. As such, it is likely that an offeror’s approach and design for Unit 3 would contribute towards a substantial portion of the overall technical evaluation. The offeror shall identify aspects of its proposed design that are based on commercial-off-the-shelf (COTS), nondevelopmental items, and/or use of previously developed military hardware within the system. The offeror shall further identify any changes that would need to be made to any off-the-shelf item(s). The offeror shall provide an identification and enumeration of the amount of specialty metals and rare earth materials that would likely be used in the design. The individual proposed design description *for each Unit Type* shall contain the following, at a minimum:

- Hardware
  - Constituent switch type(s) (e.g., electromechanical, solid-state, MEMS, etc.)
  - RF component assembly plan (e.g., individual RF connectorized RF components connected with coaxial cable, monolithic integration, hybrid level assembly, etc.)
  - Electrical design

- Mechanical design
- Maximum power consumption requirements
- Manufacturing plan
- Software-based control system
  - Architecture and design approach
  - Switching and settling times relative to command present at the LAN port
  - Design approach for internal unit diagnostics and support for higher-level system diagnostics (e.g., monitoring of RF power levels)
  - Software interface (e.g., graphical interface, software commands and syntax)
  - CPU/operating system
- Physical
  - Size and weight estimates
  - Rack configuration (if multiple racks are required, including rack-to-rack cabling requirements)
  - Modularity, if applicable
  - Subsystems or modules that are field-serviceable/replaceable
  - Instructions regarding any special protection, handling and/or transportation requirements during storage and installation

Additionally, for Unit Type 3, assuming a modular design, the technical proposal volume shall include a table listing all of the different modules that comprise the entire Unit Type 3 design. The table shall include, for each unique module, the following:

- Identifiable name or module number
- Functional description
- Quantity of each module needed for each of the three notional build-out stages as defined in Figure 7-6 (Notional Capability Build-Out Plan) of Exhibit B

### **Section 2.0 Reliability and Maintainability**

The offeror shall describe its approach to reliability and maintainability (R&M). The offeror shall describe its plan for ensuring that the R&M requirements are met. The offeror shall specifically address plans for monitoring subcontractors/contractors with respect to R&M. The offeror shall provide predicted mean time between failure (MTBF) and mean time to repair (MTTR) data as part of the proposal as well as the basis for these predictions.

### **Section 3.0 Verification**

The offeror shall describe their approach to requirements verification and identify the verification method or standard proposed for each requirement in a fully populated verification cross reference matrix.

### **Section 3.1 Testing**

The offeror shall describe their approach and methodology for factory acceptance testing. The offeror shall identify any lab facilities and/or significant pieces of test equipment required, in addition to describing the offerors in-house test resources and capabilities. Any limitations in the offeror's test facilities to complete the required testing shall be enumerated and alternative locations shall be recommended.

### **Section 4.0 Logistics**

The offeror shall describe a logistic support plan that will seek to maximize parts and component availability while minimizing life cycle cost. The offeror shall propose an approach for addressing parts and components obsolescence.

## Section 5.0 Data Management

The offeror shall provide a description of the data items that shall be delivered to meet the data requirements described in the RFP. The offeror shall describe how electronic delivery of data shall be accomplished. The offeror shall address each data item separately. It is the Government's goal that all noncommercial technical data (TD), computer software (CS), and computer software documentation (CSD) be delivered with Government Purpose Rights or better. If such noncommercial TD, CS or CSD contains elements generated previously with the Offeror's own capital, it is the Government's goal that the TD, CS, CSD be delivered with a minimum of Government Purpose Rights (as defined in DFARS 252.227-7013 and DFARS 252.227-7014).

If the offeror proposes to deliver commercial TD, CS, or CSD, it is the Government's desire to obtain a license to the commercial TD, CS, or CSD that would grant the Government the equivalent of Government Purpose Rights. In the event the offeror proposes to deliver any commercial or noncommercial TD, CS, or CSD with less than such rights, the Government will evaluate the adverse impact on the Government's ability to adequately sustain the EPS over its lifecycle including maintenance, repair, training, upgrade, and reprocurement. The data rights offered shall be provided as attachments to Volume II and will be attached to the offeror's contract upon award.

Also, the offeror shall provide the following information in this section:

### a. Rights in Noncommercial TD, Noncommercial CS, and Noncommercial CSD

(i) The 7017 List. The offeror shall attach to its offer a list identifying all noncommercial TD, CS, and CSD (shall be at the lowest component level) that it asserts should be delivered with other than unlimited rights. Specific instructions and requirements concerning this list are set forth in the DFARS 252.227-7017 (Jan. 2011) clause incorporated at Section I of this solicitation. Additionally, if there are no data or software to be identified in the 7017 list, the offeror shall submit the list and enter "None" as the body of the list. The 7017 List shall be attached to the contract.

(ii) The 7028 List. The offeror shall attach to its offer a list identifying all noncommercial TD, CS, and CSD (shall be at the lowest component level) that it intends to deliver with other than unlimited rights and that are identical or substantially similar to TD, CS, or CSD that the offeror has delivered to, or is obligated to deliver to, the Government under any contract or subcontract. Specific instructions and requirements concerning this list are set forth in the DFARS 252.227-7028 (June 1995) clause incorporated at Section L of this solicitation. Additionally, if there is no data or software to be identified in the 7028 list, the offeror shall submit the list and enter "None" as the body of the list. The 7028 List shall be attached to the contract.

(iii) Supplemental Information. The offeror shall include in this section a statement entitled "Supplemental Information—Noncommercial Technical Data, Noncommercial Computer Software, Noncommercial Computer Software" (the statement) that, for each item of noncommercial TD, CS, or CSD (shall be at the lowest component level) that the offeror asserts should be delivered with specifically negotiated license rights or other nonstandard rights (as discussed at DFARS 252.227-7013 (Feb. 2012) and/or DFARS 252.227-7014 (Feb. 2012), in Section I), sets forth a complete description of all such proposed nonstandard restrictions on the Government's ability to use, modify, release, perform, display, or disclose such TD, CS, or CSD. This information may be provided by referencing any proposed nonstandard license agreement that is attached to the statement. The offeror shall submit the statement with its offer, dated and signed by an official authorized to contractually obligate the offeror. If there is no information to be included in the statement, the offeror need not submit the statement. If the offeror is awarded a contract, any statement provided will be attached to the contract.

### b. Rights in Commercial TD, Commercial CS, and Commercial CSD

(i) The offeror shall include in its offer a list entitled "Commercial Technical Data, Commercial Computer Software, and Commercial Computer Software Documentation—Government Use Restrictions" (the Commercial Restrictions List), that provides the following information regarding all commercial TD, CS, and CSD that the

offeror (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) intends to deliver with other than unlimited rights: (1) identification of the data or software (shall be at the lowest component level); (2) basis for asserting restrictions; (3) asserted rights category; and (4) name of the person asserting restrictions. For any item designated as a nondevelopmental item, the offeror is requested to provide details of the agency and level therein that paid for development and the contract number(s) and dates wherein payments were received. For each entry in the list citing an asserted rights category other than the standard license rights applicable to commercial TD as set forth in the DFARS 252.227-7015 (Dec. 2011) clause, the offeror shall provide a complete description of the asserted rights (e.g., a specially negotiated license or the license customarily offered to the public); this information may be provided by referencing any proposed nonstandard or commercial license agreement that is included in the list. The offeror shall submit the Commercial Restrictions List with its offer, dated and signed by an official authorized to contractually obligate the offeror. If there is no information to be included in the Commercial Restrictions List, the offeror shall submit the list and enter “None” as the body of the list. The Commercial Restrictions List shall be attached to the contract.

#### c. Rights in Background Inventions

(i) The offeror shall provide a list entitled “Background Inventions—Identification and Licensing” (the BIIL List), identifying all inventions described in and covered by any patents or pending patent applications in which the offeror (1) has any right, title, or interest; and (2) intends to include in any CLINs, components, or processes (ICP) to be developed or delivered under the resulting contract, or that are described or disclosed in any TD, CS, or CSD to be developed or delivered under the resulting contract. Such inventions are hereafter referred to as “background inventions.” The BIIL List shall be made an attachment to the resulting contract, and shall be updated by the offeror as necessary to identify all background inventions.

For each background invention, the BIIL List shall identify (1) the invention, by (i) patent or application number, (ii) title of the patent or application, and (iii) issue date of the patent, or filing date of the pending application; (2) the ICP, TD, CS, and CSD that will include or disclose the invention; (3) the nature of the offeror’s right, title, or interest in the invention; (4) whether the Government, or any third party, has any right, title, or interest in the invention, and if so, the nature of such right, title, or interest; and (5) whether the offeror is willing to sell to the Government a license to practice the invention, and if so, the precise terms of such license. To be of any interest or value to the Government, any such license should grant the Government the right to practice, or to have practiced on its behalf, the background invention(s) at least for Government purposes.

The BIIL List does not apply to and shall not include any “subject inventions” as that term is defined in the patent rights clauses of the contract (DFARS 252.227-7038). Disclosure of, and rights in, subject inventions are governed by the appropriate patent rights clause.

If there are no background inventions to be identified in the BIIL List, the offeror shall submit the list and enter “None” as the body of the list. However, the BIIL List may be updated after contract award by mutual agreement based on new information or inadvertent omissions, unless the inadvertent omission would have materially affected the source selection decision.

The offeror’s failure to identify a background invention in the BIIL List, as set forth above, shall constitute a grant to the Government of a nonexclusive, nontransferable, irrevocable, worldwide, paid-up license to practice, and to have practiced for or on its behalf, such invention for Government purposes.

d. As used in this section, the term “offeror” includes the offeror’s subcontractors, suppliers, and potential subcontractors or suppliers, at any tier; “Government purposes” is used as that term is defined in DFARS 252.227-7013 and 252.227-7014.

● **Factor 1B: Corporate Experience with Radio Frequency (RF) Switch Matrices**

The offeror shall provide a narrative describing its past experience with delivering RF switches and switch matrices of comparable size and complexity to those set forth in this RFP to the US Department of Defense and other entities. Offerors should list all relevant projects with associated requirements and number of deployed systems.

● **Factor 2: Management**

**Section 1.0 Integrated Master Plan**

The offeror shall identify an integrated master plan for the Non- Recurring Engineering (NRE), production, test, delivery, and documentation of the system as described in Section C. The offeror shall identify the technical and schedule risks associated with the effort. The offeror shall identify their risk mitigation strategy and describe how their strategy has been incorporated into their integrated master plan. The offeror shall provide a complete program schedule for the execution of the tasks for the basic contract and all options. Schedules shall address all major milestones, delivery of hardware, and delivery of data. The offeror shall provide a detailed plan for production. The offeror's production plan shall include a master schedule that identifies, by each major item, the time spans, need dates, and responsible organization. The plan shall describe the flow of activities required to assemble, identify and inspect requirements, and describe rework procedures. The offeror shall identify risk areas/concerns and describe steps taken to mitigate risk. Only one schedule shall be proposed. No alternate delivery schedules will be evaluated. Any rationale for the identified schedule and additional supporting information required for a complete evaluation of this schedule shall be provided.

**Section 2.0 Subcontract Management**

The offeror shall identify any tasks that are proposed to be fulfilled by a subcontractor. The offeror shall provide a description of the qualifications and experience of the proposed subcontractors as related to the task or tasks to be performed. The offeror shall also provide a description of how the subcontractor's efforts shall be managed to ensure successful completion of the requirements. The offeror shall identify the degree and purpose for the utilization of small businesses.

*Subcontract Management Approach:* Of special interest is the amount and type of work to be performed by the subcontractors. The offeror shall include a list of the component(s)/effort(s) to be provided by subcontractors. The offeror shall explain the reasons for and advantages of selecting particular subcontractors.

Offerors shall submit letters of intent, teaming agreements, or other evidence of commitment by subcontractors to support the successful offeror's team as part of Volume II. Failure to submit letters of intent, teaming agreements, or other evidence of commitment by named subcontractors, or failure to name subcontractors, may be deemed by the Government to present a significant risk to the offeror's ability to perform the work required under this solicitation. In addition, it should be noted that the Government views certain types of subcontractor arrangements as carrying potential risk. Prime/Subcontractor "guaranteed work share" arrangements could potentially hinder performance over the course of the period of performance with the uncertainties evolving through advanced development.

**Section 3.0 Quality Assurance**

The offeror shall describe the quality assurance program that shall be used on the program. The offeror shall identify standards applied to its quality program, describe processes and procedures that shall be employed to ensure quality and identify planned quality inspections.

**Section 4.0 Configuration Management**

The offeror shall describe its configuration management approach that shall be used on the program. The offeror shall provide details on how the configuration shall be managed and controlled.

**Volume III, Past Performance Information, 30-page limit**

NOTE: Offerors are to ensure that all Past Performance information is contained within Volume III and that no cost/price information has been included in this volume.

- Recent and Relevant Past Performance Questionnaire (PPQ) (Attachment 1): Minimum of three required for the prime and a minimum of one reference for any subcontractor that performs more than 10% of total contract effort. CPARs reports may be provided in lieu of PPQs.
- Previous Contracting Effort Narrative: Minimum of three narratives (3-page limit each) for the prime and a minimum of one narrative for any subcontractor that performs more than 10% of total contract effort. The offeror shall identify three (3) contract efforts performed within the last five government fiscal years (1 October 2008–present). The offeror must also ensure the submittal at least one (1) Recent and Relevant Past Performance Questionnaire (Attachment 1) for each proposed subcontractor effort valued at 10% or more of its total current offering. The contracts identified should demonstrate in-depth knowledge and successful implementation of contracts of similar scope and complexity to this solicitation. Similar scope and complexity means having performed most of the types of support efforts identified in the statement of work for this solicitation. The identified contracts can be with federal, commercial, or other customers.

Provide the following information for each contract:

1. Name of contracting organization.
2. Contract number
3. Contract type
4. Total contract value
5. Description of the contract work
6. Contracting officer and telephone number
7. Contracting officer's representative, program manager, or similar official's name and telephone number

- The offeror may include in its proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror.

The offeror shall forward the PPQs (Attachment 1) to the points of contact for each of the listed contracts, who shall complete the required form. The completed questionnaire shall be submitted by the reference directly to the POC, Patricia Woodhouse, at fax number 202-767-5896 or by e-mail to [patricia.woodhouse@nrl.navy.mil](mailto:patricia.woodhouse@nrl.navy.mil). No completed questionnaire shall be forwarded by the offeror.

The offeror may request the status of the receipt of these questionnaires by contacting the POC by email at [patricia.woodhouse@nrl.navy.mil](mailto:patricia.woodhouse@nrl.navy.mil).

It is the offeror's responsibility to ensure that these questionnaires when completed are in the POC's possession on or before the required proposal due date. Any questionnaire received after the proposal due date will be late and may not be considered in the offeror's past performance evaluation. The Government, in its discretion, will determine whether or not references received after the proposal due date will be considered.

It is the offeror's responsibility to ensure that all reference information is current and accurate. Prior to designating a reference, the offeror shall contact each reference to alert it that it will receive a past performance questionnaire and its responses will be confidential. An offeror lacking relevant past performance history or for which past performance information is not available may not be evaluated either favorably or unfavorably for past performance and shall receive a neutral rating for past performance.

The offeror shall provide in its proposal any information regarding its past performance in contracts that involved the same or similar work (in both type and complexity) as that required by this solicitation.

## **Volume IV, Price Proposal**

- Section B Pricing
- Price Narrative: 30-page limit
  - All subcontractor price data shall also be accompanied by a price narrative.
  - Discuss any assumptions made in developing the price proposal and the effects of those assumptions.
- Price Summary Format (Attachment 2)

CLINs 0001–0010: The offeror’s completion of Section B Pricing information will provide all pricing information for these CLINs.

CLIN 0008: The offeror shall complete Attachment 2 by providing fully burdened labor rates for CLIN 0008 by labor mix. This list of rates will be incorporated into the contract as Exhibit E under Section J. The offeror is to provide labor categories in this attachment it anticipates will be required for this effort. A ceiling price for CLIN 0008, Support Services, is included in Section B and should not be proposed by the offeror. Attachment 2 shall be submitted in hard copy and electronic format. The total calculated by this spreadsheet, which includes the labor mix at 4,800 hours should be filled in by the offeror for CLIN 0008 in Section B as a not-to-exceed (NTE) amount.

### Additional Documentation

For CLINs 0001, 0003, 0004, and 0005, the offeror shall provide a matrix that identifies when its proposed solution exceeds a performance threshold as stated in Exhibit B that adds to the price of the unit: the offeror is required to identify the extra costs the Government will pay when a performance objective is achieved rather than a threshold performance goal, i.e., the offeror shall provide a best estimate at a cost delta for anything proposed that would exceed threshold and not just the requirements where the Government has designated an “objective” goal. The cost volume shall include the actual price difference and/or increase, and the technical volume shall only identify that this event is occurring (the technical volume shall not contain any pricing information).

The estimated government price to procure each of the three Unit Type 3 build-outs in accordance with Figure 7-6 (Notional Capability Build-Out Plan) of Exhibit B shall be provided in the price volume.

Any additional supporting documentation may be provided at the offeror’s discretion.

### Basis of Estimate

Offerors shall provide the basis of estimate supporting the prices provided in the price summary including a description of the assumptions and computations used to develop the proposed prices.

### Price Data Consistency

Any inconsistency, whether real or apparent, between promised performance and price should be explained. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low price, the nature of these techniques and the impact on cost should be explained and supported in the technical proposal. The burden of demonstrating cost credibility rests with the offeror.

**SECTION M  
EVALUATION FACTORS FOR AWARD**

**M-1 EVALUATION**

Award will be made to the responsible offeror whose proposal is determined to provide the best overall value to the Government in accordance with the established criteria and rating methodology set forth in Section M-2 below.

The offeror is advised that 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 offer should contain the offeror’s best terms from a price and technical standpoint. The government reserves the right to conduct discussions if the contracting officer 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.

Selection will be based on a complete assessment of each offeror’s technical proposal, past performance information, and price proposal. Within the best value continuum, the Government will employ a price/technical tradeoff analysis of both price and nonprice factors (FAR 15.101-1) in evaluating each proposal submitted. The nonprice evaluation criteria (technical, management, and past performance), when combined, are significantly more important than cost or price. However, as nonprice factors become closer in perceived value, cost considerations will become more important. Tradeoff considerations may result in the determination that it is in the best interest of the Government to award to other than the lowest-priced offeror or other than the highest technically rated offeror.

To be considered for award, a rating of no less than “Good” must be achieved for each of the technical factors.

**M-2 EVALUATION FACTORS FOR AWARD**

Proposals will be evaluated in accordance with the following criteria. All evaluation factors other than price, when combined, are significantly more important than price. The technical subfactors (Technical Understanding and Corporate Experience) are each more important than the Management Factor. Technical Understanding and Corporate Experience are of equal importance. The Management Factor is more important than the Past Performance Factor. The Past Performance Factor is significantly more important than the Small Business Utilization Factor.

**(a) The following chart depicts the evaluation factors to be used:**

Factor 1: Technical Factors
– Subfactor A—Technical Understanding
– Subfactor B—Corporate Experience with RF Switch Matrices
Factor 2: Management Factor
Factor 3: Past Performance Factor
Factor 4: Small Business Utilization
Factor 5: Price

**(b) Adjectival Ratings/Definitions**

1. The following adjectival ratings and rating definitions will be used to assign an overall rating to each technical factor:

Table 1. Combined Technical/Risk Ratings		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

2. **Definitions:** The following definitions are provided to assist evaluators in the evaluation of each factor.

Definitions	
Strength	A proposed method or technique in the proposal that exceeds the solicitation requirements and is of value to the Government.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

**(c) Rating Methodology**

All proposals shall be subject to evaluation by a team of Government personnel.

**1. The evaluation will be based on a complete assessment of the offeror's technical proposal, past performance information, small business utilization, and price proposal.** Within the best value continuum, the Government will employ a price/technical tradeoff analysis of both price and nonprice factors (FAR 15.101-1) in evaluating each proposal submitted. The nonprice evaluation criteria (technical, management, past performance, and small business utilization), when combined, are significantly more important than price. However, as nonprice factors become closer in perceived value, cost considerations will become more important. Trade-off considerations may result in the determination that it is in the best interest of the Government to award to other than the lowest-priced offeror or other than the highest technically rated offeror.

**2. Proposals will be assessed on how well each offeror's proposal meets the solicitation requirements and the risks associated with the offeror's approach.** Determining how well the offeror's proposal meets the solicitation requirements will be accomplished in the following manner:

Discriminators will be identified for the proposals reflecting the strengths, weaknesses, significant weaknesses, and deficiencies of each offer. In addition, the Government will examine the impact of each discriminator and assess its relative value to the Government. To make a sound selection decision, the Government needs to understand the ways in which a given proposal is considered technically strong, as well as the ways in which it is weak or deficient. Hence, a catalog of the strengths, weaknesses, and deficiencies (in terms of the evaluation criteria) will be used to facilitate the process of determining if each proposal meets the solicitation requirements, as well as which proposal presents the best overall value to the Government.

**3. The offerors will receive one overall rating value for the technical and nonprice evaluation factors.** Price, while being an important factor, is not in and of itself the determining factor in the selection of the successful offeror for award of the contract contemplated by this solicitation. The contracting officer may reasonably determine that the superior solution/approach merits a higher price, and therefore represents the best value to the Government. The contracting officer, using sound business judgment, will base the selection decision on the integrated assessment of the offeror's(s') nonprice factors and price factor measured against the evaluation criteria listed below:

#### **4. Evaluation of Technical and Management Factors**

##### **Factor 1: Technical Factor**

Within the Technical Factor are two subfactors: (A) Technical Understanding and (B) Corporate Experience with RF Switch Matrices.

##### **Subfactor A: Technical Understanding**

Proposals will be evaluated under this subfactor as detailed in Section L of the RFP. The purpose of the evaluation is to assess how well the offeror demonstrates an understanding of the scope of work and ability to provide the required work in accordance with all requirements set forth in this RFP, as well as to determine the offeror's performance risk for the subject solicitation. A simple statement of understanding or playback of the SOW will not be considered as responsive. Technical parameters specified in the SOW as having a threshold and objective will be evaluated based on the degree to which the proposed solution may be closer to the objective while still maintaining compliance with other minimum requirements.

Proposals will be evaluated on the soundness of the approach by a feasible and workable program for each task requirement. In addition, the proposal must demonstrate credibility, realism, and logic to the proposed tasking requirements and required deliverables.

Proposals will be evaluated on the offeror's demonstrated experience in the type of development and engineering required by the tasks set forth in the SOW.

The degree to which more restrictive data rights have been asserted will be an element of this evaluation. In the event an offeror asserts restrictions on data rights, the Government will evaluate the adverse impact on the Government's ability to adequately sustain the distribution system components over their life cycles including maintenance, repair, training, upgrade, and reprocurement.

**Subfactor B: Corporate Experience with RF Switch Matrices**

Proposals will be evaluated based on offeror's past experience with delivering RF switches and switch matrices of comparable size and complexity to those set forth in this RFP to the US Department of Defense. Offerors should list all relevant projects with associated requirements and number of deployed systems.

**Factor 2: Management Factor**

Proposals will be evaluated under this factor as outlined in detail in Section L of the RFP. The purpose of the evaluation is to assess how well the offeror demonstrates an understanding of, approach to and capability for controlling and integrating the diverse technical and production efforts required by this solicitation. The evaluation will also assess if the offeror has demonstrated a comprehensive, integrated, and engineered plan capable of executing the production in accordance with all specifications and requirements included in this solicitation and attachments.

**5. Factor 3: Past Performance**

Offerors will be evaluated based on past performance information presented in their proposals (including past performance reports) and on information obtained by contacting the offeror's supplied references relative to current projects or those completed within the last five (5) years. In addition, the contracting officer has the discretion to retrieve information via offeror supplied references, commercial sources, and federal sources. The past performance evaluation will assess the degree of confidence the government has in an offeror's ability to satisfactorily meet the requirements of the contract based on the offeror's demonstrated record of performance. The past performance evaluation will consider each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contractor's requirements. Past performance information reviewed will pertain to work performed that is similar to that required by the performance work statement. In determining relevance, consideration will be given to contracts of similar project complexity, scope, type, and schedule. Offeror's past performance will be evaluated on the basis of the quality of the work performed, timeliness of the performance, effectiveness of management, compliance with cost/price estimates, customer satisfaction, and overall performance. An offeror with no relevant past performance information will receive a neutral rating, i.e., the rating will not add to or detract from the offeror's rating for this factor.

Offerors' past performance will be rated using the evaluation rating scales shown below:

<b>Past Performance Relevancy Ratings</b>	
<b>Rating</b>	<b>Definition</b>
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

<b>Performance Confidence Assessments</b>	
<b>Rating</b>	<b>Definition</b>
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

#### **6. Factor 4: Small Business Utilization**

This solicitation is unrestricted. There is a small business subcontracting requirement of **thirty percent (30.0%)** of the total direct labor cost, at the first tier, as described herein. Offerors that are other-than small businesses are required to submit a small business subcontracting plan, as described in SECTION L, that addresses this requirement. Offers from small business concerns must demonstrate that no single subcontractor will perform more than the small-business prime. Unlike small business set-asides, which require the small business prime to perform at least 50% of the proposed effort, this solicitation is not reserved for small business and therefore the 50% rule does not apply; however, no subcontractor can perform a greater amount of the effort than the prime.

#### **7. Factor 5: Price**

The Government will perform a price reasonableness analysis based on the offeror's "total price" proposed. For purposes of making an award decision, the Government will arrive at a "total price" for each proposal by adding the prices proposed in Section B for CLINs 0001 through 0010. For purposes of this evaluation, CLINs 0008, 0009, and 0010 are provided with not to exceed amounts. For purposes of this evaluation, for CLINs with alternate quantities, the maximum quantity will be used for calculating "total price."