

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>DO-A7</b>	PAGE OF PAGES <b>1 154</b>		
2. CONTRACT NO.		3. SOLICITATION NO. <b>HQ0727-15-R-0001</b>	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED <b>17 Feb 2015</b>	6. REQUISITION/PURCHASE NO. <b>4UH50001</b>		
7. ISSUED BY DEFENSE MICROELECTRONICS ACTIVITY (HQ) CONTRACTING DIVISION/MURRAY 4234 54TH STREET/(916)231-1517 MCCLELLAN CA 95652-2100			CODE <b>HQ0727</b>	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE	TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and <u>1</u> 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 _____ as identified in IFFP 2.5(a) _____ until <u>04:30 PM</u> local time <u>17 Apr 2015</u> (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>COLTEN MURRAY</b>	B. TELEPHONE (Include area code) (NO COLLECT CALLS) <b>916-231-1517</b>		C. E-MAIL ADDRESS <b>colten.murray@dmea.osd.mil</b>			
<b>11. TABLE OF CONTENTS</b>								
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X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES	55 - 68
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 30	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT		31	X	J	LIST OF ATTACHMENTS	69 - 77
	D	PACKAGING AND MARKING			<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
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<b>OFFER (Must be fully completed by offeror)</b>								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>								
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 ITEM (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: _____ EMAIL: _____					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	DATA IAW TASK ORDERS CPFF DD FORM 1423, AS REQUIRED BY INDIVIDUAL TASK ORDERS IN DIRECT SUPPORT OF CONTRACT LINE ITEM NUMBERS (CLINS) 0002, 0003, 0004, AND 0005.  GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: DELIVERY IAW DD FORM 1423.  NSP = NOT SEPARATELY PRICED PURCHASE REQUEST NUMBER: 4UH50001	UNDEFINED	Lot	NSP	NSP

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	ENGINEERING SERVICES CPFF ENGINEERING SERVICES IN SUPPORT OF ADVANCED TECHNOLOGY SUPPORT PROGRAM IV (ATSP4) IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.  GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER. PURCHASE REQUEST NUMBER: 4UH50001	UNDEFINED	Lot		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	ENGINEERING SERVICES CPIF	UNDEFINED	Lot		
	ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.				
	GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.				
	PURCHASE REQUEST NUMBER: 4UH50001				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	ENGINEERING SERVICES FPI ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.	UNDEFINED	Lot		
<p>GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.</p> <p>PURCHASE REQUEST NUMBER: 4UH50001</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	ENGINEERING SERVICES FFP ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.	UNDEFINED	Lot		
<p>GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.</p> <p>PURCHASE REQUEST NUMBER: 4UH50001</p>					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	HW DELIVERABLES FFP HARDWARE DELIVERABLE, SEPARATED FOR DELIVERY SCHEDULE AND INSPECTION/ACCEPTANCE PURPOSES IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS PURCHASE REQUEST NUMBER: 4UH50001 ADDITIONAL MARKINGS: IAW TASK ORDER	UNDEFINED	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	RIGHTS IN TECH DATA & COMPUTER SOFTWARE FFP RIGHTS IN TECH DATA, COMPUTER SOFTWARE & COMPUTER SOFTWARE DOCUMENTATION, AS SPECIFIED IN ACCORDANCE WITH TASK ORDERS AND 52.216-9000(O). PURCHASE REQUEST NUMBER: 4UH50001	UNDEFINED	Lot		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION 1	DATA IAW TASK ORDERS CPFF DD FORM 1423, AS REQUIRED BY INDIVIDUAL TASK ORDERS IN DIRECT SUPPORT OF CLINS 0009, 0010, 0011, AND 0012.	UNDEFINED	Lot	NSP	NSP
GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: DELIVERY IAW DD FORM 1423. PURCHASE REQUEST NUMBER: 4UH50001					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION 1	ENGINEERING SERVICES CPFF	UNDEFINED	Lot		

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 1: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

THE FOLLOWING RANGES AND NORMAL VALUES WILL BE HEREBY USED FOR NEGOTIATIONS, IN LIEU OF THOSE IDENTIFIED IN DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) 215.404-71-2.

STANDARD RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
 NORMAL VALUE \_\_\_\_\_%\*

TECHNOLOGY INCENTIVE RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
 NORMAL VALUE \_\_\_\_\_%\*

MAXIMUM ALLOWABLE FEE IS 9% + \_\_\_\_\_%\* (14% + \_\_\_\_\_%\* FOR EXPERIMENTAL, DEVELOPMENTAL, AND RESEARCH (ED&R) WORK).

\*THESE VALUES WILL BE FILLED IN WITH THE EXERCISE OF THE OPTION AND WILL BE BASED ON THE AFPA ADJUSTED WEIGHTED GUIDELINES RANGES AND NORMAL VALUES.

GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

PURCHASE REQUEST NUMBER: 4UH50001

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION 1	ENGINEERING SERVICES CPIF	UNDEFINED	Lot		

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 1: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

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STANDARD RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
NORMAL VALUE \_\_\_\_\_%\*

TECHNOLOGY INCENTIVE RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
NORMAL VALUE \_\_\_\_\_%\*

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GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

PURCHASE REQUEST NUMBER: 4UH50001

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011		UNDEFINED	Lot		

OPTION 1

ENGINEERING SERVICES  
FPI

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 1: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

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NORMAL VALUE \_\_\_\_\_%\*

TECHNOLOGY INCENTIVE RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
NORMAL VALUE \_\_\_\_\_%\*

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GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

PURCHASE REQUEST NUMBER: 4UH50001

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012 OPTION 1	ENGINEERING SERVICES FFP	UNDEFINED	Lot		

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 1: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

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NORMAL VALUE \_\_\_\_\_%\*

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GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

PURCHASE REQUEST NUMBER: 4UH50001

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013 OPTION 1	HW DELIVERABLES FFP HARDWARE DELIVERABLE, SEPARATED FOR DELIVERY SCHEDULE AND INSPECTION/ACCEPTANCE PURPOSES IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS PURCHASE REQUEST NUMBER: 4UH50001 ADDITIONAL MARKINGS: IAW TASK ORDER	UNDEFINED	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014 OPTION 1	RIGHTS IN TECH DATA & COMPUTER SOFTWARE FFP RIGHTS IN TECH DATA, COMPUTER SOFTWARE & COMPUTER SOFTWARE DOCUMENTATION, AS SPECIFIED IN ACCORDANCE WITH TASK ORDERS AND 52.216-9000(O). PURCHASE REQUEST NUMBER: 4UH50001	UNDEFINED	Lot		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015 OPTION 2	DATA IAW TASK ORDERS CPFF	UNDEFINED	Lot	NSP	NSP
	DD FORM 1423, AS REQUIRED BY INDIVIDUAL TASK ORDERS IN DIRECT SUPPORT OF CLINS 0016, 0017, 0018, AND 0019.				
	GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: DELIVERY IAW DD FORM 1423.				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016 OPTION 2	ENGINEERING SERVICES CPFF	UNDEFINED	Lot		

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 2: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

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STANDARD RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
 NORMAL VALUE \_\_\_\_\_%\*

TECHNOLOGY INCENTIVE RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
 NORMAL VALUE \_\_\_\_\_%\*

MAXIMUM ALLOWABLE FEE IS 9% + \_\_\_\_\_%\* (14% + \_\_\_\_\_%\* FOR EXPERIMENTAL, DEVELOPMENTAL, AND RESEARCH (ED&R) WORK).

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GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017 OPTION 2	ENGINEERING SERVICES CPIF	UNDEFINED	Lot		

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 2: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

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NORMAL VALUE \_\_\_\_\_%\*

TECHNOLOGY INCENTIVE RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
NORMAL VALUE \_\_\_\_\_%\*

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GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018		UNDEFINED	Lot		

OPTION 2

ENGINEERING SERVICES  
FPI

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 2: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

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STANDARD RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
NORMAL VALUE \_\_\_\_\_%\*

TECHNOLOGY INCENTIVE RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
NORMAL VALUE \_\_\_\_\_%\*

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GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019 OPTION 2	ENGINEERING SERVICES FFP	UNDEFINED	Lot		

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 2: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

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 NORMAL VALUE \_\_\_\_\_%\*

TECHNOLOGY INCENTIVE RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
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GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020 OPTION 2	HW DELIVERABLES FFP HARDWARE DELIVERABLE, SEPARATED FOR DELIVERY SCHEDULE AND INSPECTION/ACCEPTANCE PURPOSES IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS ADDITIONAL MARKINGS: IAW TASK ORDER	UNDEFINED	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021 OPTION 2	RIGHTS IN TECH DATA & COMPUTER SOFTWARE FFP RIGHTS IN TECH DATA, COMPUTER SOFTWARE & COMPUTER SOFTWARE DOCUMENTATION, AS SPECIFIED IN ACCORDANCE WITH TASK ORDERS AND 52.216-9000(O).	UNDEFINED	Lot		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022 OPTION 3	DATA IAW TASK ORDERS CPFF DD FORM 1423, AS REQUIRED BY INDIVIDUAL TASK ORDERS IN DIRECT SUPPORT OF CLINS 0023, 0024, 0025, AND 0026.	UNDEFINED	Lot	NSP	NSP
GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: DELIVERY IAW DD FORM 1423.					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0023 OPTION 3	ENGINEERING SERVICES CPFF	UNDEFINED	Lot		

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 3: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

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STANDARD RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
 NORMAL VALUE \_\_\_\_\_%\*

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MAXIMUM ALLOWABLE FEE IS 9% + \_\_\_\_\_%\* (14% + \_\_\_\_\_%\* FOR EXPERIMENTAL, DEVELOPMENTAL, AND RESEARCH (ED&R) WORK).

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GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0024 OPTION 3	ENGINEERING SERVICES CPIF	UNDEFINED	Lot		

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 3: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

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STANDARD RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
NORMAL VALUE \_\_\_\_\_%\*

TECHNOLOGY INCENTIVE RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
NORMAL VALUE \_\_\_\_\_%\*

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GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025		UNDEFINED	Lot		

OPTION 3

ENGINEERING SERVICES  
FPI

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 3: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

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STANDARD RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
NORMAL VALUE \_\_\_\_\_%\*

TECHNOLOGY INCENTIVE RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
NORMAL VALUE \_\_\_\_\_%\*

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GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026 OPTION 3	ENGINEERING SERVICES FFP	UNDEFINED	Lot		

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 3: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

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STANDARD RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
NORMAL VALUE \_\_\_\_\_%\*

TECHNOLOGY INCENTIVE RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
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GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0027 OPTION 3	HW DELIVERABLES FFP HARDWARE DELIVERABLE, SEPARATED FOR DELIVERY SCHEDULE AND INSPECTION/ACCEPTANCE PURPOSES IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS ADDITIONAL MARKINGS: IAW TASK ORDER	UNDEFINED	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0028 OPTION 3	RIGHTS IN TECH DATA & COMPUTER SOFTWARE FFP RIGHTS IN TECH DATA, COMPUTER SOFTWARE & COMPUTER SOFTWARE DOCUMENTATION, AS SPECIFIED IN ACCORDANCE WITH TASK ORDERS AND 52.216-9000(O).	UNDEFINED	Lot		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0029 OPTION 4	DATA IAW TASK ORDERS CPFF	UNDEFINED	Lot	NSP	NSP
	DD FORM 1423, AS REQUIRED BY INDIVIDUAL TASK ORDERS IN DIRECT SUPPORT OF CLINS 0030, 0031, 0032, AND 0033.				
	GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: DELIVERY IAW DD FORM 1423.				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0030 OPTION 4	ENGINEERING SERVICES CPFF	UNDEFINED	Lot		

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 4: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

THE FOLLOWING RANGES AND NORMAL VALUES WILL BE HEREBY USED FOR NEGOTIATIONS, IN LIEU OF THOSE IDENTIFIED IN DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) 215.404-71-2.

STANDARD RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
 NORMAL VALUE \_\_\_\_\_%\*

TECHNOLOGY INCENTIVE RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
 NORMAL VALUE \_\_\_\_\_%\*

MAXIMUM ALLOWABLE FEE IS 9% + \_\_\_\_\_%\* (14% + \_\_\_\_\_%\* FOR EXPERIMENTAL, DEVELOPMENTAL, AND RESEARCH (ED&R) WORK).

\*THESE VALUES WILL BE FILLED IN WITH THE EXERCISE OF THE OPTION AND WILL BE BASED ON THE AFPA ADJUSTED WEIGHTED GUIDELINES RANGES AND NORMAL VALUES.

GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0031 OPTION 4	ENGINEERING SERVICES CPIF	UNDEFINED	Lot		

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 4: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

THE FOLLOWING RANGES AND NORMAL VALUES WILL BE HEREBY USED FOR NEGOTIATIONS, IN LIEU OF THOSE IDENTIFIED IN DFARS 215.404-71-2.

STANDARD RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
 NORMAL VALUE \_\_\_\_\_%\*

TECHNOLOGY INCENTIVE RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
 NORMAL VALUE \_\_\_\_\_%\*

\* THESE VALUES WILL BE FILLED IN WITH THE EXERCISE OF THE OPTION AND WILL BE BASED ON THE AFPA ADJUSTED WEIGHTED GUIDELINES RANGES AND NORMAL VALUES.

GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0032		UNDEFINED	Lot		

OPTION 4

ENGINEERING SERVICES  
FPI

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 4: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

THE FOLLOWING RANGES AND NORMAL VALUES WILL BE HEREBY USED FOR NEGOTIATIONS, IN LIEU OF THOSE IDENTIFIED IN DFARS 215.404-71-2.

STANDARD RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
NORMAL VALUE \_\_\_\_\_%\*

TECHNOLOGY INCENTIVE RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
NORMAL VALUE \_\_\_\_\_%\*

\* THESE VALUES WILL BE FILLED IN WITH THE EXERCISE OF THE OPTION AND WILL BE BASED ON THE AFPA ADJUSTED WEIGHTED GUIDELINES RANGES AND NORMAL VALUES.

GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0033 OPTION 4	ENGINEERING SERVICES FFP	UNDEFINED	Lot		

ENGINEERING SERVICES IN SUPPORT OF ATSP4 IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS.

AFPA SCORE FROM PERFORMANCE EVALUATION PERIOD 4: \_\_\_\_\_%\* (BETWEEN -1% AND 1%). AFPA SCORE WILL BE CALCULATED AS DEFINED IN 52.215-9000 AND WILL AFFECT THE WEIGHTED GUIDELINES NEGOTIATIONS AS FOLLOWS.

THE FOLLOWING RANGES AND NORMAL VALUES WILL BE HEREBY USED FOR NEGOTIATIONS, IN LIEU OF THOSE IDENTIFIED IN DFARS 215.404-71-2.

STANDARD RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
NORMAL VALUE \_\_\_\_\_%\*

TECHNOLOGY INCENTIVE RANGE \_\_\_\_\_%\* TO \_\_\_\_\_%\*  
NORMAL VALUE \_\_\_\_\_%\*

\* THESE VALUES WILL BE FILLED IN WITH THE EXERCISE OF THE OPTION AND WILL BE BASED ON THE AFPA ADJUSTED WEIGHTED GUIDELINES RANGES AND NORMAL VALUES.

GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH TASK ORDER.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0034 OPTION 4	HW DELIVERABLES FFP HARDWARE DELIVERABLE, SEPARATED FOR DELIVERY SCHEDULE AND INSPECTION/ACCEPTANCE PURPOSES IN ACCORDANCE WITH ATSP4 PERFORMANCE WORK STATEMENT AND TASK ORDERS ADDITIONAL MARKINGS: IAW TASK ORDER	UNDEFINED	Each		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0035 OPTION 4	RIGHTS IN TECH DATA & COMPUTER SOFTWARE FFP RIGHTS IN TECH DATA, COMPUTER SOFTWARE & COMPUTER SOFTWARE DOCUMENTATION, AS SPECIFIED IN ACCORDANCE WITH TASK ORDERS AND 52.216-9000(O).	UNDEFINED	Lot		

IDC CONSTRAINTS FOR ATSP4 F&O

IDC = Indefinite Delivery Contract

F&O = Full and Open Competition

CONTRACT MINIMUM/MAXIMUM QUANTITY 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.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1 Order	\$2,500.00	10,000 Orders	\$7,200,000,000.00

Section C - Descriptions and Specifications

SPECIFICATIONS

**PERFORMANCE WORK STATEMENT**

The ATSP4 Performance Work Statement (PWS) is contained in the attachment titled ATSP4 Performance Work Statement (PWS) listed in Section J of this Request for Proposal.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE

The inspection and acceptance will be cited on each task order, as applicable.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001 - 0007	TBC	TBC	TBC	TBC
0008 – 0014 OPTION 1	TBC	TBC	TBC	TBC
0015 – 0021 OPTION 2	TBC	TBC	TBC	TBC
0022 – 0028 OPTION 3	TBC	TBC	TBC	TBC
0029 – 0035 OPTION 4	TBC	TBC	TBC	TBC

**TBC = TO BE CITED ON EACH TASK ORDER, AS APPLICABLE.**

CONTRACT PERIOD OF PERFORMANCE

Performance under this contract shall be:

Base Period: 30 Months, \_\_\_\_\_ \* to \_\_\_\_\_ \*  
 Option Period 1: 24 Months, \_\_\_\_\_ \* to \_\_\_\_\_ \*  
 Option Period 2: 24 Months, \_\_\_\_\_ \* to \_\_\_\_\_ \*  
 Option Period 3: 24 Months, \_\_\_\_\_ \* to \_\_\_\_\_ \*  
 Option Period 4: 18 Months, \_\_\_\_\_ \* to \_\_\_\_\_ \*

\*actual dates will be inserted at contract award.

PLACE OF PERFORMANCE

Services under this contract are required to be performed at location(s) to be cited on the individual task order.

Section G - Contract Administration Data

ACO DELEGATION

The Administrative Contracting Officer (ACO) is authorized to and responsible for deobligation of any excess or remaining funds associated with performance of this contract.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**52.201-9000 TECHNICAL AND MANAGEMENT MEETING, LIMITATIONS (FEB 2015) DMEA**

The Contracting Officer is the only government representative authorized to change the terms and conditions of this contract or any orders issued hereunder. All recommendations, determinations, or decisions made at technical and management meetings held during the performance of this contract are subject to this principle. No request for equitable adjustment or claim, or payment for services, shall be allowed for altered terms or conditions of the contract based on the results of said meetings without Contracting Officer written approval and modification to the contract and/or task orders issued hereunder.

**52.204-9000 CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD FORM 254 (FEB 2015) DMEA**

Measures taken to protect classified information, equipment and facilities (as applicable) for each task will be cited on individual task orders issued hereunder, via an attached DD Form 254.

**52.204-9001 ELECTRONIC MEDIA (FEB 2015) DMEA**

It is the sole responsibility of the offeror to ensure that the electronic media communicating proposals are submitted virus free and can be opened and read by the government. If the electronic media cannot be opened, and read by the government, the offeror shall have 48 hours after notification of the same, to correct the deficiency. After that time, if the electronic media cannot be opened and read by the government, the offeror may be considered non-responsive and may render the proposal ineligible for award.

**52.204-9002 CAGE CODE BASED AWARDS (FEB 2015) DMEA**

To facilitate the rapid access to the resources of industry necessary to achieve the objectives of the ATSP4, offerors will be evaluated as a single CAGE Code based entity. A parent company may separately propose different divisions of the parent company as a prime offeror for both the initial source selection and for any future On-Ramp competition provided each has a unique CAGE code. Each proposal will be evaluated independently and may receive an award. For the purposes of competition, adequate price competition between two or more divisions of the same parent company will be determined not to exist.

**52.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (FEB 2015) DMEA**

## (a) Definitions:

(1) "Organizational Conflict of Interest" 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. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, Teaming Arrangements, and other business enterprises.

(2) The term "contractor" as used in this clause, includes any person, firm or corporation which has a majority or controlling interest in the contractor or in any parent corporation thereof, any person, firm, or

corporation in or as to which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the contractor, those of any corporation which has a majority or controlling interest in the contractor, and those of any corporation in which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. All references to the "Contractor" as contained in this clause shall apply with equal force to all of these included.

(3) "Contract" and "task order" shall be used as applicable to the level at which this clause is being invoked.

(b) Impact on Future Agency Contracts and Task Orders:

(1) The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive, but are intended to help the Contracting Officer apply general guidance to individual contract and task order situations:

(2) Unequal access to information. Access to "nonpublic information" as part of the performance of a task order provided under the contract or work performed under a separate government contract could provide the contractor a competitive advantage in a later competition. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the government procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan. Alternatively, the "nonpublic information" may be provided to all vendors.

(3) Biased ground rules. A contractor in the course of performance under a task order contract has in some fashion established important "ground rules" for another requirement, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future procurement. The primary concern of the government in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the government procurement anticipate the contractor may have been in a position to establish important ground rules, including but not limited to those described herein, the contractor should be required to submit and negotiate an acceptable mitigation plan.

(4) Impaired objectivity. A contractor in the course of performance of a task order or contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the government could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated.

(5) In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the government procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(6) In order to prevent a future OCI resulting from potential bias, unfair competitive advantage, or impaired objectivity, the Contractor shall be subject to the following restrictions:

(A) The Contractor shall be excluded from competition for, or award of any government contracts as to which, in the course of performance of this contract, the Contractor has received advance procurement information before such information has been made generally available to other persons or firms.

(B) The Contractor shall be excluded from competition for, or award of any government contract for which the contractor actually assists in the development of the screening information request (SIR), specifications or statements of work.

(C) The Contractor shall be excluded from competition for or award of any government contract which calls for the evaluation of system requirements, system definitions, or other products developed by the Contractor under this contract or resulting task orders.

(D) The Contractor shall be excluded from competition for, or award of any government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract or resulting task order.

(7) This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for award for any future contract for work that is the same or similar to work performed under this contract.

(8) The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder.

(9) If any provision of this clause excludes the Contractor from competition for, or award of any contract, the Contractor shall not be permitted to serve as a subcontractor, at any tier, on such contract. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the Contracting Officer determines otherwise.

(c) Affirmative Duties and Responsibilities for Government Contractors:

(1) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph a. above.

(2) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest at the contract level it shall make immediate and full disclosure in writing to the FIRST Contracting Officer. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest might necessitate such disclosure. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action that the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the FIRST Contracting Officer in making a determination on this matter.

(3) The Contractor, upon identification of a potential conflict, shall submit requests to participate in the task order for written approval on a task order-by-task order basis, unless the Contractor is aware of multiple task orders that may create the appearance of a conflict, or be an actual conflict. In the case of the later, the contractor shall notify the FIRST Contracting Officer as soon as the conflicts/apparent conflicts have been identified. This provision shall be in effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for three years thereafter.

(4) The contractor shall permit a Government audit of internal OCI mitigation procedures for verification purposes. The Government reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the Government.

(5) The contractor shall hold the government harmless and will freely indemnify the government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors, or by its agents.

(6) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(7) The Contractor shall include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for three years thereafter. When the provisions of this clause are included in a subcontract, the term "Contracting Officer" shall represent the head of the Contracts Office of the prime contract.

(8) Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular subcontract must first be submitted to the PCO for approval.

(d) Compliance: Compliance with this OCI requirements is a material obligation of this contract. The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Part 9.5, or elsewhere included in this contract. If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default. For breach of any of the restrictions contained herein, or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government reserves the right to terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law. If in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest subsequent to contract award, the Contracting Officer may choose to terminate this contract for convenience of the Government, when such termination is deemed to be in the best interest of the Government.

**52.209-9001 ORGANIZATIONAL CONFLICT OF INTEREST AT THE TASK ORDER LEVEL (FEB 2015) DMEA**

(a) OCI / CAAS Possibilities.

(1) It is recognized by the parties hereto that some of the services provided under Task Areas 1, 2, 11 and 12 (and under other task areas dependent upon the specific task order requirements) may include advisory and assistance services and/or provide support in the preparation of specifications and work statements; technical evaluation of other Contractors products and services; preparation of policy and procedures; preparation or review of budgets or budgetary information; surveillance of other contractor's services and work products; and, access to other contractors' proprietary information. Such activities create a significant potential for certain conflicts of interest, as set forth in FAR 9.505-1, 9.505-2, 9.505-3, and 9.505-4.

(2) It is the intention of the parties that the Contractor will not engage in any other contractual or other activities which could create an organizational conflict of interest with its position under this contract; which might impair its ability to render unbiased advice and recommendations; or, in which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained during the performance of this contract.

(3) Therefore, the Contractor agrees that it will seek the prior written approval of the Task Order Contracting Officer before participating in any task order that may involve such a conflict.

(4) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information provided to the Contractor by the Government during or as a result of performance of this task order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, where the information has been included in Contractor generated work, or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(5) Whenever performance of this contract requires access to another Contractor's proprietary information, the Contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example; to provide assistance during technical evaluation of other Contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Task Order Contracting Officer within fifteen (15) calendar days of execution.

(6) The Contractor shall promptly notify the Task Order Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure that proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(7) In the event that a task order is issued to the Contractor that would require activity that would create a potential conflict of interest, the Contractor shall:

(A) Notify the Contracting Officer of a potential conflict, and;

(B) Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or,

(C) Present for approval a conflict of interest mitigation plan that will:

(i) Describe in detail the task order requirement that creates the potential conflict of interest; and,

(ii) Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.

(D) The Contractor shall not commence work on a task order related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.

(E) If the Contracting Officer determines that it is in the best interest of the Government to issue a task order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

(F) Conflicts Of Interest Compliance Plan: In the event of a waiver is requested, the Contractor shall submit with his waiver request a Conflicts of Interest (COI) Compliance Plan to the Task Order Contracting Officer for approval. The COI Compliance Plan shall address the Contractor's approach for adhering to the Section H Provision entitled "Organizational Conflicts of Interest (OCI)" and describe its procedures for aggressively self identifying and resolving both organizational and employee conflicts of interest. The overall purpose of the COI Compliance Plan is to demonstrate how the Contractor will assure that its operations meet the highest standards of ethical conduct, and how its assistance and advice are impartial and objective. The

COI Compliance Plan shall specifically address: how the Contractor will protect confidential, proprietary, or sensitive information;

(i) preventing the existence of conflicting roles that might bias a contractor's judgment; and,

(ii) preventing an unfair competitive advantage.

(8) Contractors are invited to review Federal Acquisition Regulation Subpart 9.5 "Organizational and Consultant Conflicts of Interest (OCI). " Particular attention is directed to FAR 9.505, 9.505-1, 9.505-2, 9.505-3 and 9.505-4.

(b) Avoidance of OCI.

(1) The policy of the government is to avoid contracting with contractors who have unacceptable organizational conflicts of interest as defined in H.12 a.

(2) It is not the intention of the government to foreclose a vendor from a competitive acquisition due to a perceived OCI. The Task Order Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Task Order Contracting Officer. The Task Order Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the government's policy for competition. The government is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the government, or the legitimate business interests of the vendor community.

(c) Examples of OCI concerns. These examples in which OCI issues may arise are not all inclusive, but are intended only to help the Task Order Contracting Officer apply general guidance to individual contract and task order situations.

(1) Unequal Access to Information. Access to "nonpublic information" as part of the performance of a government contract could provide the contractor a competitive advantage in a later competition for another government contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the government procurement anticipate the successful vendor may have access to nonpublic information, all vendors should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased Ground Rules. A contractor in the course of performance of a government contract, has in some fashion established a "ground rules" for another government contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluations criteria of a future government procurement. The primary concern of the government in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the government procurement anticipate the successful vendor may be in a position to establish important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of a government contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the government could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of

communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the government procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(d) Mitigation plans. The successful contractor will be required to permit a government audit of internal OCI mitigation procedures for verification purposes. The government reserves the right to reject a mitigation plan, if in the opinion of the Task Order Contracting Officer, such a plan is not in the best interests of the government. Additionally, after award the government will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

(e) Task Order Level. Ordering offices are responsible for determining and issuing specific OCI restrictions.

**52.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST, OFFERORS AND AGREEMENTS (FEB 2015) DMEA**

(a) The contractor may gain access to proprietary information of other Companies during contract performance. To prevent conflicting roles, which may bias the contractor's judgment or objectivity, or to preclude the contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions, the contractor shall be restricted as follows. The contractor agrees to:

- (1) Protect other company's proprietary information from unauthorized use or disclosure for as long as it is considered proprietary by the other company,
- (2) Refrain from using the proprietary information for any purpose other than that for which it was furnished,
- (3) Enter Company-to-Company agreements as necessary to comply, and
- (4) Furnish copies of these agreements to the Contracting Officer for information purposes.

These agreements are not intended to protect information that is available to the Government or to the contractor from other sources and furnished voluntarily without restriction.

(b) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work related to this contract, unless excused in writing by the Contracting Officer.

(c) The following descriptions or definitions apply:

- (1) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, computer software, classified information, and sensitive financial information that may appear in cost and pricing data.
- (2) "Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

(d) Associate Contractor Agreements may be required on an "as needed" basis.

**52.215-9000 ALLOWABLE FEE AND PROFIT ADJUSTMENT (AFPA) (Full and Open Competition) (FEB 2015) DMEA**

(a) The AFPA is a percentage figure, ranging from -1% to 1%, that will adjust the normal values and designated ranges for the WGL inputs for each ordering period (within the WGL limitations) and the CPFF fee ceiling (within the statutory limitation). The AFPA is calculated after each two-year performance evaluation period and applied to the contract line items for the next/subsequent ordering period. When positive, the AFPA acts as an upward adjustment to the normal values and raise the lower limit amount of the designated ranges in DFARS 215.404-71-2(c). When negative, the AFPA acts as a downward adjustment to the normal values, reduces the upper limit in DFARS 215.404-71-2(c), and acts as a downward adjustment to the statutory CPFF ceiling and the CPFF

percentage amount in CLINs 0002, 0009, 0016, 0023, and 0030. The AFPA is not cumulative over ordering periods. At no time will the fee rate on a CPFF order exceed the statutory CPFF fee ceiling.

(b) Definitions –

(1) Category Weight – The relative weighting applied to the major metric categories of Contract Performance, Task Performance, and Small Business. The Small Business category only applies to businesses other than small; the relative weighting for the Contract Performance and Task Performance categories stays consistent for all businesses. The sum of all metric category weights is 100% regardless of business size; category weights are otherwise equal across all contractors in the pool.

(2) Subcategory Weight – The relative weighting applied to each metric subcategory within a major category. The sum of all subcategory weights is 100% within each major category. Subcategory weights are equal across all contractors in the pool.

(3) Metric Nominal Level – The performance level above which the performance will lead to a higher relative AFPA score and below which will lead to a lower relative AFPA score. This is equivalent to the Acceptable Quality Level.

(c) AFPA Status and Non-Re-Evaluation – The AFPA is calculated as a unilateral, objective performance evaluation measure based on the performance metrics (1) – (16), in 52.246-9000(a). Performance across task orders issued against the basic contract will be continually monitored. The Government has the unilateral right to exclude any performance data from AFPA calculations. The AFPA score will be calculated every two years. The real-time performance data displayed for each contractor, as outlined in 52.246-9000(c), is for each contractor's situational awareness. Subsequent annual, mid-year, or more frequent performance metrics will not result in a re-evaluation or AFPA revision. The AFPA, definitized within the modification exercising the ordering period option, is non-negotiable.

(d) Contractor Notification of AFPA Score – The effective AFPA for each ordering period options will be disclosed to each contractor and executed within the ordering period option modification, but will not be shared with other contractors.

(e) AFPA Calculation – Scores better than the nominal level are considered to be to the Government's benefit and will increase the resultant AFPA score while scores inferior to the nominal level are considered to be to the Government's detriment and will decrease the resultant AFPA score. The metrics provide a continuously variable metric of performance so that incremental changes in performance data only result in incremental changes to the AFPA score, and therefore future potential fee. In short, the metrics are designed to reduce pitfalls in metric scores, but rather act as a continuum. The exact formula for the AFPA calculation is restricted to DMEA. The official AFPA percentage score will be rounded to four decimal places (for example, 0.2457%).

## **52.216-9000 ORDERING PROCEDURES (FEB 2015) DMEA**

(a) Task orders are centralized under this contract and may be issued only from the DMEA Contracting Office via any of the following pricing arrangements: Cost Plus Fixed Fee (CPFF), Cost Plus Incentive Fee (CPIF), Fixed Price Incentive – Firm Target (FPIF), or Firm Fixed Priced (FFP).

(b) If a CPFF, CPIF, or FPIF task order is to be issued, the contractor shall be required to submit a proposal with an estimated price. If a FFP task order is to be issued, the contractor shall submit a FFP proposal. All proposal types shall provide a price for all requirements in the Contractual Engineering Task (CET). CPIF and FPIF pricing structures will only be requested over the Earned Value Management System (EVMS) threshold, as defined in DFARS 234.201(1)(i), except in extenuating circumstances at the discretion of the Contracting Officer (PCO).

(c) Material, labor hours and other direct costs, such as travel, are to be negotiated prior to the issuance of a task order.

(d) On-site performance is defined as work performed on the contractor's facility (or facilities).

(e) Off-site performance is defined as work performed at the DMEA or at any other government installation.

(f) CPFF, CPIF, or FPIF task orders:

(1) Shall be priced in accordance with the following methods:

A) using the latest applicable Forward Pricing Rate Agreements (FPRA) rates, or in the absence of an FPRA,

B) using Forward Pricing Rate Recommendation (FPRR) rates, or in absence of an FPRR,

C) using bid rates individually negotiated on each order, for the purpose of estimating a dollar ceiling.

FPRA and FPRR rates will be accepted as proposed and represent the preferred method for task proposal pricing. The use of bid rates requires time-consuming proposal pricing and pre-negotiation preparations in addition to the actual negotiation and is considered to be a barrier to the rapid access to the resources of industry required for successful ATSP4 performance. The use of bid rates is therefore discouraged.

However, contractors without such rates are in no way discouraged to bid on task opportunities.

(2) At the time the order is placed, the rates described in (f)(1) A), B), C) above shall be used to establish the estimated cost of the order. The total estimated cost (labor, material, indirect costs excluding Facilities Capital Cost of Money (FCCM)) shall be multiplied by the fee percentage to determine the fixed fee, (total estimated cost times fixed fee percentage = fixed fee). In accordance with Title 10 United States Code, Section 2306, fee shall not exceed 15% for Experimental, Developmental, And Research (ED&R) or 10% for all other work. At the time the contractor submits a voucher for the effort expended, payment will be made on the basis of actual costs incurred.

(3) All task orders issued using the CPFF pricing arrangement are designated completion form IAW Federal Acquisition Regulation (FAR) 16.306(d)(1), unless otherwise stated in the individual task order. IAW FAR 16.306(d)(3), a preference is made for the completion form when specific milestones can be adequately defined. Milestones shall accurately reflect performance and shall be accomplished within the period of performance for each task order issued hereunder. Completion form task orders result in a final deliverable accepted via DD form 250. A significant milestone is the final deliverable delivery date, which defines the completion of the period of performance.

(g) Firm Fixed Priced (FFP) task orders:

(1) Shall be priced in accordance with the following methods:

A) using the applicable Forward Pricing Rate Agreements (FPRA) rates, or in the absence of an FPRA,

B) using Forward Pricing Rate Recommendation (FPRR) rates, or in absence of an FPRR,

C) using bid rates individually negotiated on each order.

Material, labor hours and other direct costs are to be negotiated prior to issuance of a task order. FPRA and FPRR rates will be accepted as proposed and represent the preferred method for task proposal pricing. The use of bid rates requires time-consuming proposal pricing and pre-negotiation preparations in addition to the actual negotiation and is considered to be a barrier to the rapid access to the resources of industry required for successful ATSP4 performance. The use of bid rates is therefore discouraged. However, contractors without such rates are in no way discouraged to bid on task opportunities.

(2) The proposed profit rate for firm fixed price task orders shall use a profit base (labor, material, indirect cost) exclusive of Facilities Capital Cost of Money (FCCM). See paragraph (i) below for allowable profit details.

(h) Contract Line Item and Pricing

(1) Weighted Guidelines (WGL) shall be used to determine profit or fee for all task orders over the then-applicable threshold figure established in 10 U.S.C. 2306a, including, but not limited to, negotiated acquisitions. Orders priced under the figure shall bear a fee no greater than the fee ceiling established for the current ordering period, see 52.216-9000(i)(4) below. WGL may be used under the threshold to negotiate profit or fee at the discretion of the PCO.

(2) All orders at or above the then-applicable threshold figure for the use of Earned Value Management Systems as defined by DFARS 234.201(a), all contract types (CPFF, CPIF, FPIF, and FFP) may be issued. Under this threshold, typically only CPFF orders and FFP orders will be issued. CPIF and FPIF may be considered under this threshold, but only for exceptional circumstances.

(i) Allowable Profit/Fee

(1) Weighted Guidelines (WGL) methodology used for ATSP4 task order negotiation and/or cost-realism/cost-reasonableness/price analysis is crafted after the Weighted Guidelines in DFARS 215.404-71, uses factors (1) and (2) in DFARS 215.404-71-1, and uses the criteria and inputs structured similar to those identified in DFARS 215.404-71-2(c)&(d) and 215.404-71-3(c)&(d). Working Capital will be zero for all cost-type contracts, since the contractor is allowed to bill at least monthly. The Cost Efficiency Factor will generally be zero for cost-type contracts, unless the task order requirement entails a substantial situation

warranting the additional consideration of cost efficiency as outlined in DFARS 215.404-71-5. This consideration is at the sole discretion of the Contracting Officer.

(2) The WGL inputs include Technical and Management/Cost Control weights, Technical and Management/Cost Control values, contract type risk, the cost efficiency factor, and facilities capital. These values shall use the inputs as definitized on the basic contract ordering period. The initial thirty month ordering period shall use values from the designated ranges as defined in DFARS 215.404-71-2(c) and DFARS 215.404-71-3(c).

(3) Subsequent ordering periods shall use the designated ranges definitized in the DFARS or options for that ordering period, as adjusted by the Allowable Fee and Profit Adjustment (AFPA). See 52.215-9000 or 52.215-9001 for AFPA details.

(4) For CPFF orders, the fee rate maximum for the initial ordering period shall not exceed 15% for Experimental, Developmental, And Research (ED&R) or 10% for all other work.

(5) For CPFF orders, the fee rate maximum for subsequent ordering periods will be 14% for ED&R, or 9% for other work, plus the AFPA adjustment with a ceiling of 15% and 10%, respectively, in accordance with 10 U.S.C. 2306d.

(j) If the proposal exceeds the then-applicable threshold figure established in 10 U.S.C. 2306a, the contractor shall be required to certify, IAW 10 U.S.C. 2306a, that any cost or pricing data submitted is current, complete and accurate. For proposals valued less than the then-applicable threshold figure established in 10 U.S.C. 2306a, no certification procedures are required by statute. The contractor shall submit the required information for subcontractors IAW FAR 15.404-3 and DFARS 215.404-3.

(k) Each time the contractor submits a proposal for work under this contract, it must certify whether or not it has delivered or is obligated to deliver to the Government under a contract or subcontract, the same or substantially the same technical data requested. If so, the contract or subcontract and place of delivery shall be disclosed to the Contracting Officer (PCO) in writing.

(l) Reserved.

(m) The following general procedures are established. These procedures are for all the pricing arrangements:

(1) The DMEA will provide each prime contractor a fair opportunity to be considered, in accordance with the clause at 52.216-9002.

(2) The Contracting Officer (PCO) will formally furnish the selected contractor(s) a copy of the CET and formally request a proposal for the task. The contractor(s) may decline to submit a proposal in response to the Contracting Officer's formal request for proposal. To be considered for task order award, selected contractor(s) shall be required to furnish a proposal not later than 30 calendar days after the requirement has been posted or as specified with proposal request, whichever is less, however the Contracting Officer reserves the right to extend the proposal due date. Proposals using a different pricing arrangement than was requested will be considered non-responsive, unless the proposed contract type offers less risk to the Government. For example, proposing FFP in response to an RFP letter requesting a CPFF proposal would be acceptable, however, proposing CPFF in response to an RFP letter requesting an incentive type or fixed price proposal would be unacceptable. In accordance with FAR 52.216-27, the DMEA may elect to award a single task order or to award multiple task orders for the same or similar tasks to two or more contractors. Should the Government consider a multiple task award of split requirements, the Request for Proposal will so indicate. DMEA reserves the right to unilaterally adjust the 30 calendar day limit, IAW DFARS 215.371-2, for all future RFPs, via a basic contract modification, based on changes to statute, regulation, guidance, policy, or DoD/Government instructions.

(3) The Contracting Officer is responsible for the determination of price reasonableness for the prime contract, including subcontracting costs IAW FAR 15.404-3, as supplemented by DFARS 215.404-3. Prime contractors shall conduct appropriate cost or price analysis to establish the reasonableness of proposed subcontract prices and to include the results of these analyses in the price proposal; and when required by FAR 15.404-3(c), the prime contractor shall submit subcontractor certified cost or pricing data to the government as part of its own cost or pricing data. In the event the contractor is denied access to subcontractor records, the Contracting Officer shall be notified immediately.

(4) An electronic pricing spreadsheet shall be delivered to the Contracting Officer, to be delivered concurrently with a task order proposal for the purposes of calculating the government negotiation objective and documenting the final negotiated price. Electronic spreadsheets shall be compatible with the computer system used by the Contracting Officer at the time of proposal submission. Spreadsheets shall be

interactive to the level of detail that the Contracting Officer requires, based on anticipated proposal exceptions. For example, if bid rates are proposed for two different calendar years, the spreadsheet shall be interactive such that the government objective for labor can be derived by multiplying labor hours by the objective rate for each labor category in each calendar year. In all cases, the number of labor hours shall be interactive such that the government negotiation objective can be derived for each individual labor category. Spreadsheets shall have no concealed formulas and be designed for simplicity and ease of use. The Contracting Officer reserves the right to request a written user guide with complete instructions and/or a tutorial, in order to better understand the pool and bases of the rates.

(5) Each task order will specify which best value evaluation method in each task order RFP, whether it be lowest price technically acceptable or tradeoff; however, tradeoff is the default evaluation method. In absence of an evaluation method and evaluation criteria otherwise specified in the task order RFP, task orders will be evaluated using a tradeoff method with the following proposal evaluation criteria, in descending order of importance, with all evaluation factors other than cost or price, when combined, being significantly more important than cost or price.

- (A) Technical
- (B) Schedule
- (C) Past Performance
- (D) Cost

(6) The cost of preparing any quotation or proposal in advance of receiving a task order for a CET is to be considered "Bid and Proposal (B&P) Cost" and therefore, is only chargeable to the appropriate indirect cost account. Under no circumstances are such B&P costs to be considered as direct costs chargeable to or reimbursable under either the basic contract or a task order that may be issued.

(7) The basic CLINs may be further subdivided into SUBCLINs to reflect specific requirements and/or fund restrictions. For example, CLINS 0002, 0003 and 0004 may be further subdivided into SUBCLINS for studies and analysis, design and development, software or any other subdivision necessary.

(n) The following general procedures for Task Order Modifications under a cost-type pricing arrangement have been established throughout the course of the ATSP series of contracts and are hereby documented for use in ATSP4.

(1) Downscope Modification: During the course of the performance of a cost-type-priced task, there may be occasions when some originally negotiated requirements are not capable of accomplishment for technical or practical reasons, or once underway are determined to be not reasonably capable of accomplishment within the negotiated dollar amount. To maximize the flexibility of the cost-type pricing structure, tasks may be downscoped to remove work effort. A downscope action is not considered to be any form of Termination, as that term is defined in FAR Part 49. In the event a downscope action is considered to be in the best interest of the government, a downscoped CET with requirements removed, will be provided to the contractor with a RFP letter. However, in no way is the Government's right to terminate a task order impaired or restricted, and the Government reserves every right to pursue FAR Part 49 procedures at its sole discretion.

(A) If the intent of the government is to end the task effort at some point short of the originally negotiated tasking, the government objective is to obtain maximum value for the unexpended funds still remaining. The purpose of the downscope RFP is to solicit a review of the downscoped CET that details costs associated with the remaining contract effort to determine if the downscoped task can be completed within the available funding; or in the event the remaining funding is insufficient, make and support with cost detail, recommendations necessary to maximize value to the government.

(B) If the RFP cites a change in technical direction as the rationale, the objective of the proposal is to obtain the cost associated with the work effort removed. In many cases, the redefined task requirement(s) may be a combination of downscoping specific effort as well as adding additional scope in a new technical direction. The resulting proposal shall separately identify the cost associated with the downscope and the cost associated with the additional scope. The funds associated with the cost of the work effort removed may be applied to the additional scope, with any net difference being cited in the resulting modification.

(2) Cost Overrun Modification: The CPFF Completion Form pricing structure is used in all ATSP4 CPFF tasks. In the event a task cannot be completed within the negotiated dollar amount due to cost overrun, but is deemed by the government nevertheless worthy of completion, the contractor shall provide an estimate of funding necessary to complete the contractual requirement. If the funding is available, a Cost Overrun Modification will be issued to obligate additional funding on a cost only basis - without fee, IAW FAR 16.306(d)(1). Regardless, the Limitation of Cost clause 52.232-20 applies. For those tasks that use incremental funding and have not been fully funded, the Limitation of Funds clause 52.232-22 applies.

(3) Upscope Modification: During the course of the performance of a cost-type-priced task, there may be occasions when some originally negotiated task order does not fully encompass the requirements for technical or practical reasons. To maximize the flexibility of the cost-type pricing structure, tasks may be upscaled to add work effort. An upscope action is only for the refinement or development of previously unknown requirements considered to be in scope, and will not require a written justification IAW FAR 16.505(b). In the event an upscope action is considered to be in the best interest of the government, an upscaled CET with requirements refined or developed, will be provided to the contractor with an RFP letter.

(4) Modification Proposals: In the event that an upscope, downscope, or overrun proposal is due, upon receiving a request for proposal for such an event or revision, the contractor shall provide a proposal for the amount to be increased, decreased, or both. An Estimate At Completion (EAC) or an Estimate To Complete (ETC) may be provided, but only as a supplement to the change proposal which provides the full pricing of the proposed modification amount.

(5) Multiple Action Modifications: Existing tasks may be restructured by CET paragraph, such that on a paragraph by paragraph basis, an individual paragraph may be downscoped, upscaled or incur a cost overrun. Cost estimates by paragraph will be used to derive an overall net change to the task and modified accordingly.

(6) Modifications and B&P Expenses:

(A) After a task order has been awarded utilizing a cost reimbursement pricing structure, costs associated with modification proposal development are generally considered to be directly chargeable to the task when the modification is awarded. RFP letters soliciting modification proposals will bear the full task order number to facilitate accountability to the task.

(B) Historically, there have been rare circumstances, outside the control of DMEA and/or the government customer where funds are not available to execute a modification after proposal development expenses have been incurred. In the event a proposal does not result in a modification, such proposal development expenses shall not be reimbursed from funds obligated on the task.

(o) In accordance with DFARS 252.227-7017, the offeror is required to identify in his proposal any such technical data that will be delivered to the Government under the proposed effort (referenced by Contract Data Requirements List (CDRL) or deliverable), which was developed at private expense and upon the use of which it desires to negotiate restrictions, and to state the nature of the proposed restrictions. Any restrictions on the government's use or disclosure of technical data under the contract must be set forth in an agreement made a part of the contract, either negotiated prior to award or included in a modification of the contract before such delivery. If no such technical data is identified, all deliverable data will be subject to unlimited rights.

(p) In addition to the data rights assertions made on deliverables, the offeror shall identify in his proposal, and/or prior to committing to use, any technical data and/or software that was developed at private expense that will be used to accomplish the proposed effort, and will reference the applicable CET paragraph number.

#### **52.216-9001 ON-RAMPS AND OFF-RAMPS (FEB 2015) DMEA**

(a) During the terms of the Contracts, the Government will reserve the right to periodically review the ATSP4 Prime Contracts to determine whether adding additional Prime Contractors will enhance the effectiveness of ATSP4. Market research will be conducted by DMEA to assess the current Technical Capability – Resources

available in the marketplace. Based on the results of this market research/investigation, if it is in the best interest of the government, the Contracting Officer may conduct a new competition to add additional Prime Contractors.

(b) During the terms of the Contracts, the Government reserves the right to periodically review the ATSP4 Prime Contractors to determine whether a Prime Contractor has become dormant\*, has made a pattern of poor performance, or both. Such contractor behavior will be subject for review at the end of the evaluation period and the Government may, at its discretion, not exercise a subsequent ordering period option. Furthermore, all contract options are exercised or not-exercised at the sole discretion of the Government.

\* A dormant contractor is defined as a Prime Contractor who has failed to bid on requirements for more than a year.

#### **52.216-9002 FAIR OPPORTUNITY TO BE CONSIDERED (FEB 2015) DMEA**

(a) In accordance with Federal Acquisition Regulation (FAR) 16.504(a)(4)(iv) and 16.505(b)(1), awardees for orders under multiple award contracts will be given a fair opportunity for award of task orders. The Contracting Officer has broad discretion in the selection and will use such criteria as the ability of an awardee to provide the level of quality required based on unique or specialized knowledge in the area under consideration; achievement of social economic goals; previous performance under earlier, similar, or related tasking; capacity to handle additional effort; marketing effort; cost; and/or other factors deemed relevant to the award of a task order. Business opportunities will be communicated electronically.

(b) The DMEA Deputy Director is charged with the responsibility to ensure that all awardees are afforded a fair opportunity to be considered for award and has been designated the task order contract ombudsman. Written comments shall be addressed as follows:

ATSP4 Task Order Contract Ombudsman

Deputy Director

Defense Microelectronics Activity

4234 54<sup>th</sup> Street, Building 620

McClellan, CA 95652-2100

#### **52.216-9003 ESTABLISHING AN INCENTIVE PRICING ARRANGEMENT (FEB 2015) DMEA**

(a) For convenience of both contracting parties when establishing an incentive pricing arrangement, the following is taken, and adapted, from the Contract Pricing Reference Guides, Volume 4, Chapter 1. For the sake of rapid acquisition, adaptations of the process are provided to simplify the process of creating the Optimistic Cost ( $C_o$ ), and Profit or Fee, ( $P_o$ ) and creating the Pessimistic Cost ( $C_p$ ), and Profit or Fee ( $P_p$ ). For such simplification, the optimistic and pessimistic percentage delta is provided below.

(b) Definitions:

(1) Target Cost ( $C_T$ ) – The target cost should be the most likely contract cost; if the contractor completes the contract at the target cost, there will be no positive or negative cost incentives applied. Both parties must reach agreement on target cost based on judgment and the facts available at the time of contract negotiation, this is the normal procedure for a CPFF pricing arrangement. Both FPIF contracts and CPIF contracts have a target cost.

(2) Target Profit/Fee ( $P_T$ ) – The Target Profit or the Target Fee is the originally negotiated profit or fee amount, based on the Target Cost. Profit is the difference between cost and price for the FPIF contract. Fee is the difference between cost and price in the CPIF contract. Target profit/fee is the difference between cost and price at target cost.

(3) Profit/Fee Adjustment Formula – The profit adjustment formula of the FPIF contract and fee adjustment formula of the CPIF contract have a similar purpose -- to adjust profit/fee as cost increases or decreases. A single contract can have one adjustment formula for all levels of cost or there may be more than one (e.g., one above target cost and one below target cost). The adjustment formula represents the allocation of cost risk between the Government and the contractor. The adjustment formula is normally described as a share ratio written as  $S_G/S_C$  where  $S_G$  is Percentage of cost risk assumed by the Government

and  $S_C$  is Percentage of cost risk assumed by the contractor. The two parts ( $S_G + S_C$ ) of the ratio must always total 100 percent of the cost risk (e.g., 70/30). A 70/30 share ratio means that the Government accepts 70 percent of the cost risk and the contractor accepts 30 percent. A 60/40 share ratio means that the Government accepts 60 percent of the cost risk and the contractor accepts 40 percent.

(4) Other Symbology:

- $C_O$  = Optimistic Cost
- $C_P$  = Pessimistic Cost
- $P_O$  = Optimistic Profit
- $P_P$  = Pessimistic Profit
- $S_{CO}$  = Contractors Over-target Share
- $S_{GO}$  = Government Over-target Share
- $S_{CU}$  = Contractors Under-target Share
- $S_{GU}$  = Government Under -target Share
- PTA = Point of Total Assumption
- $K_C$  = Ceiling Price
- $K_T$  = Target Price ( $\approx C_T$ )

(c) CPIF Establishment Procedures: The following steps are in the intended chronological order.

- (1) Develop a target cost objective as described above.
- (2) Develop a target profit/fee objective as described above.
- (3) Develop a pessimistic cost estimate. The maximum pessimistic cost would be the cost number **20%** higher than the estimated target cost at the time of contract negotiation.
- (4) Develop an estimate of an appropriate profit/fee if costs reached the pessimistic cost estimate. The minimum pessimistic profit/fee rate would be the profit/fee rate **7** percentage points lower than the estimated target profit/fee at the time of contract negotiation. (i.e. if the target fee rate is 9%, the pessimistic profit/fee rate is 9% - **7%**, or **2%**).
- (5) Develop an optimistic cost estimate. The minimum optimistic cost would be the cost number **20%** lower than the estimated target cost at the time of contract negotiation.
- (6) Develop an estimate of an appropriate profit/fee if costs were limited to the optimistic cost estimate. In your analysis, consider the target profit/fee objective and the quality of contractor effort required to limit costs to the optimistic cost estimate. The maximum optimistic profit/fee rate would be the profit/fee rate **7** percentage points higher than the estimated target profit/fee at the time of contract negotiation. (i.e. if the target fee rate is 9%, the optimistic profit/fee rate is 9% + **7%**, or **16%**).
- (7) Calculate the under-target share ratio.
  - (A) Calculate contractor share. Use the following formula to calculate the contractor's percentage share of cost risk:  $S_{CU} = (P_T - P_O) / (C_T - C_O) \times (-100\%)$
  - (B) Calculate Government share. Calculate the Government share of cost risk by subtracting the contractor share from 100 percent:  $S_{GU} = 100\% - S_{CU}$
  - (C) The under-target share ratio is written in the form  $S_G/S_C$ .
- (8) Calculate the over-target share ratio.
  - (A) Contractor share. Use the following formula to calculate the contractor's percentage share of cost risk:  $S_{CO} = (P_T - P_P) / (C_T - C_P) \times (-100\%)$
  - (B) Government share. Calculate the Government share of cost risk by subtracting the contractor share from 100 percent:  $S_{GO} = 100\% - S_{CO}$
  - (C) The under-target share ratio is written in the form  $S_{GU}/S_{CU}$ .
- (9) Set the minimum fee. No matter what fee is calculated using the share ratio, the contractor's actual fee cannot be less than the minimum fee stated in the contract. In effect, you are telling the contractor that the Government will accept the risk of contract cost exceeding the cost at the point where minimum fee is reached. The pricing arrangement should be structured so that the minimum fee is reached at the pessimistic cost estimate. The minimum fee may be zero, but it should rarely be less than zero.
- (10) Set the maximum fee. No matter what fee is calculated using the share ratio, the contractor's actual fee cannot be more than the maximum fee stated in the contract. Logically, the pricing arrangement should be structured so that the maximum fee is reached at the optimistic cost estimate.

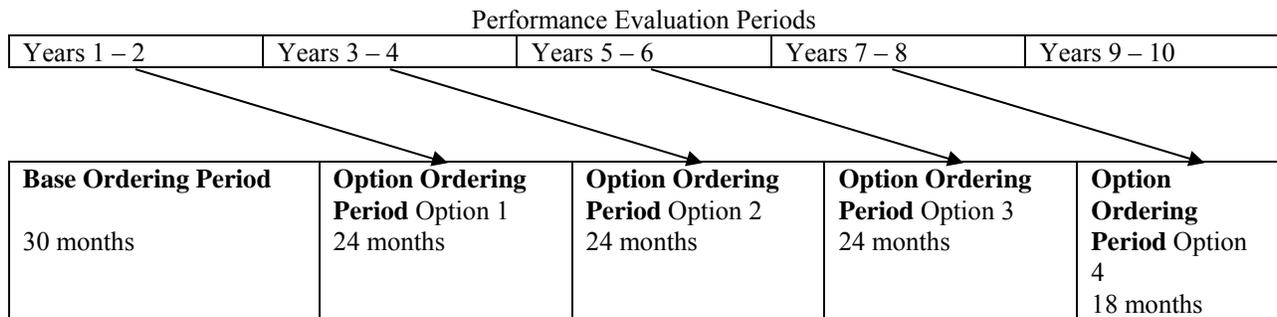
- (d) FPI Establishment Procedures: The following steps are in the intended chronological order.
- (1) The process for establishing the FPI pricing arrangement matches the CPIF pricing arrangement with a few exceptions.
  - (2) (Replaces Step (9) & (10) above) There is no minimum fee, there is a ceiling price. The ceiling price is the sum of what would be the minimum fee amount within a CPIF pricing arrangement (which could be called the “pessimistic profit”) and the cost amount in which the minimum fee would be reached. The point at which the pessimistic cost (within a CPIF pricing arrangement) is reached, within an FPI arrangement, is known as the Point of Total Assumption (PTA). This is the cost point at which the contractor accepts 100% responsibility for all costs beyond this point, since all cost dollars spent beyond the pessimistic cost are spent at the expense of profit. (i.e. Pessimistic Cost + Minimum Fee (@ Pessimistic Cost) = Ceiling Price).  

$$PTA = K_C - K_T / S_G + C_T$$
 (i.e. PTA is the Ceiling Price minus the Target Price divided by the Government’s over-cost share plus the Target Cost).
- (e) For a further, and un-adapted version, of the CPIF and FPIF establishment procedure, see the DPAP Contract Pricing Reference Guides, available at: <https://acc.dau.mil/CommunityBrowser.aspx?id=379603#1.3.1>. An \* indicates an ATSP4 adaptation of the incentive pricing arrangement baseline establishment procedure.

**52.217-9000 ORDERING PERIOD OPTIONS AND PERFORMANCE EVALUATION PLAN (FEB 2015) DMEA**

- (a) The basic contract-ordering period is for thirty months. In accordance with the terms set forth elsewhere in the contract, including the ordering period options identified in sections B and F, the Government may exercise ordering period options to extend the contract period for up to ninety months (for a total of one hundred and twenty months).
- (b) Ordering Period Options – The ordering period option schedule permits extensions of the contract ordering period beyond the initial ordering period. These options are exercised at the sole discretion of the Government. The Government will, in its sole discretion, consider factors including, but not limited to, (1) the best interest of the Government, (2) the need for contractors within the pool (necessity), (3) the participation (or conversely a contractor’s dormancy), and (4) each contractor’s performance level (i.e. the overall competition in the pool). Exercise of an ordering period option extends the overall ordering period of the contract for all CLINs (unless specifically not exercised), but does not increase the ceiling of the contract nor does the extension of a contractor’s ordering period increase the contractual minimum guarantee. The deadline for the Government to exercise an ordering period option is the last date of the previous ordering period.
- (c) Schedule of Ordering Period Options and Performance Evaluation – The ordering period may be modified to extend the ordering period through the exercise of ordering period options. The total contract ordering period, including extensions under this clause, shall not exceed ten years. The subsequent ordering periods are offset from the performance evaluation periods, after the initial performance evaluation period, by a time period of six months to provide time to evaluate complete each contractor’s performance evaluation. The Ordering Period Base period and option periods are as follows:

<u>Ordering Periods</u>	<u>Length</u>	<u>Performance Evaluation Period</u>	<u>Length</u>
Base Period	30 months	Period 1	24 months
Option 1	24 months	Period 2	24 months
Option 2	24 months	Period 3	24 months
Option 3	24 months	Period 4	24 months
Option 4	18 months	Period 5	24 months



Evaluation results determine CPFF fee ceiling and WGL input values and ranges for subsequent ordering periods.

**52.219-9000 SMALL BUSINESS UTILIZATION (FEB 2015) DMEA**

The contractor shall report actual achievement of small business utilization dollars both as a result of each task order and aggregated throughout contract performance in accordance with the specified CDRLs. This information is obtained for DMEA internal use only and will not be used to determine compliance with overall “Comprehensive or Master Subcontracting Plans” or the “DOD Test Program Plans”. However, small business utilization data will be documented and will be used to measure performance against the specified goals. This data will then be used in the contractor’s performance evaluation to measure overall contractor performance. See 52.246-9000 or 52.246-9001 for more details regarding performance evaluation.

**52.223-9000 SAFETY AND ACCIDENT PREVENTION (FEB 2015) DMEA**

- (a) In performing work under this contract on a Government installation, the contractor shall-
  - (1) Conform to the specific safety requirements established by this contract;
  - (2) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel performing or in any way coming in contact the performance of this contract; and
  - (3) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.
- (b) If this contract is performed on a DOD installation, the applicable Occupational Safety and Health Standards in effect shall apply during the duration of such work. If contract performance is on other than a DOD installation, the Contractor shall comply with the safety rules of that Government installation, in effect during the duration of such work.
- (c) Any violation of these safety rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract and/or task order in accordance with the Default clause of this contract.

**52.225-9000 EXPORT CONTROL (FEB 2015) DMEA**

- (a) Equipment and technical data generated or delivered under this contract may be controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128 and/or the Export Administration Regulation (EAR). It is the responsibility of the contractor to determine if the services and/or supplies awarded under this contract are export controlled. If a determination is made that export control regulations apply, an export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). Additionally, the Contractor shall notify the Contracting Officer and obtain written concurrence of the Contracting Officer prior to assigning or granting access to any work, equipment, or technical data generated or

delivered under this contract to foreign persons or their representatives. The notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (see DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

(b) For the purpose of this clause,

(1) Foreign person is any person who is not a citizen or national of the United States (U.S.), or lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, international organizations, and foreign governments;

(2) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation or person;

(3) Foreign sources are those sources (vendors, subcontractors and suppliers) owned and controlled by a foreign person.

(c) If services and/or supplies under subcontracts are export controlled, the Contractor shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

(d) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export controlled data and information.

**52.232-9000 PAYMENT FOR TRAVEL/PER DIEM COSTS (CPFF, CPIF, and FPI) (FEB 2015) DMEA**

(a) Contractor furnished domestic and/or overseas travel during performance of individual task orders is considered negotiated and accepted upon issuance of a task order or modification.

(b) Additional/changed travel requiring an increase in task order funding shall be forwarded to the Contracting Officer (PCO) for processing a task order modification prior to travel in accordance with 52.216-9000 (n) and should be considered unapproved until a modification is issued. FAR 52.232-20 and FAR 52.232-22 apply.

(c) If an increase in task order funding is not required, additional/significantly changed travel shall be reviewed by the contractor's ATSP4 program manager, in coordination with the DMEA project engineer/customer.

Additional/significantly changed travel deemed appropriate and necessary for task accomplishment is considered accepted and shall be briefed at Program Management Reviews (PMRs).

(d) In accordance with far 31.205-46(a)(2), costs incurred by the contractor for accepted travel in direct support of a specific task order issued under CLINs 0002 - 0004, 0009 - 0011, 0016 - 0018, 0023 - 0025, and 0030 - 0032 shall be reimbursed to the extent that they do not exceed on a daily basis per diem rates set forth in the joint travel regulations.

**52.237-9000 PERSONNEL QUALIFICATIONS (FEB 2015) DMEA**

The contract personnel (contractor and subcontractor) qualification standards are as follows: The Contractor shall use personnel who possess more than three years of current directly related experience and a degree in a directly related discipline for work on this contract. Specifically, all engineering and scientific skill categories require a minimum of a 4-year degree from an accredited college or university in a directly related discipline. Additionally, all technician categories require a minimum of a 2-year degree in a directly related discipline. Clerical skill categories are exempt from these requirements. On a task by task basis, equivalent qualification standards can be substituted for these standards when approved in advance by the Contracting Officer. The Contracting Officer may audit personnel qualification for compliance at any time. The Contractor must flowdown this requirement to all subcontractors, of all tiers, performing task-specific engineering and scientific efforts.

**52.237-9001 CONTRACTOR MANPOWER REPORTING APPLICATION (CMRA) INSTRUCTIONS (FEB 2015) DMEA**

The contractor shall ensure ALL contractor labor hours (including subcontractor labor hours) required for the performance of services provided under this contract are reported via a secure data collection site.

The contractor (and all subcontractors providing direct labor under this contract) shall report complete and accurate data for the labor executed during the period of performance during each Government fiscal year (FY), which runs from October 1 to September 30. The Contractor shall input the data into the appropriate eCMRA reporting tool, which can be accessed via a secure web site at <http://www.ecmra.mil/>. There are four separate eCMRA tools: Army, Air Force, Navy and All Other Defense Components. The appropriate eCMRA reporting tool to use is determined by the requiring activity being supported (e.g., if DMEA awards a contract for an Air Force requiring activity, the contractor shall load the required reporting data in the “Department of Air Force CMRA” tool). While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. The contractor shall completely fill in all required data fields. The contractor shall enter initial data into the appropriate eCMRA tool to establish the basic contract record no later than 15 working days after receipt of contract award or contract modification incorporating this clause. The contractor shall notify the COR when the basic contract record has been established in the appropriate eCMRA tool.

eCMRA User Manuals and Frequently Asked Questions (FAQs) are available at <http://www.ecmra.mil/>

Contractors may direct technical questions to the eCMRA help desk at [dodcmra@pentagon.af.mil](mailto:dodcmra@pentagon.af.mil)

The table below identifies task order-specific reportable data items (order and location) for contractor input.

Order Data

<u>Required Field:</u>	<u>Reportable Data</u>
Agency/Command	Agency/Command of the Requiring Activity that would be performing the mission if not for the contractor.
Requiring Activity Unit Identification Code (UIC)	The Unit Identification Code (UIC) of the Requiring Activity (RA) that would be performing the mission if not for the contractor. This is not necessarily the Contracting Office, Contracting Administrative Office, or Funding Source.

Location Data

<u>Required Field</u>	<u>Explanation of Required Field</u>
Federal Service Code	

**52.242-9000 MAINTENANCE OF FORWARD PRICING RATE INFORMATION (FEB 2015) DMEA**

(a) To facilitate rapid access to the resources of industry, the DMEA has aligned our task order pricing process with the standard practices of the Defense Contract Management Agency (DCMA). This organization provides pricing assistance to the DOD procurement community by publishing Forward Pricing Rate information. This information is in the form of an Agreement (FPRA) with the performing division or in the absence of an agreement, a rate Recommendation (FPRR) is published. The DMEA uses Forward Pricing Rate information to determine final price reasonableness for all task orders. It is the desire of DMEA to maintain Forward Pricing Rate information for all performing divisions as a means of expediting the task order pricing process. Task order proposals utilizing FPRA or in the absence of an FPRA, FPRR rates will be accepted as proposed and represent the most expeditious means to determine a task order price as reasonable. Therefore performing organizations who enter into rate agreements with the DCMA and utilize agreed upon rates in task order proposals demonstrate a willingness to streamline the required price reasonableness determination process and represent a direct benefit to DMEA. The use of FPRA or FPRR rates in task order proposals is considered to be a positive aspect of performance.

(b) In an effort to maintain Forward Pricing Rate Information for all performing divisions, task order proposals shall include Forward Pricing Rate Information for the applicable performing division whenever new information becomes available.

**52.245-9000 DISPOSITION OF EXCESS ARTICLES (NOT APPLICABLE FOR FFP) (FEB 2015)  
DMEA**

(a) Except where title was previously vested in the Government by operation of Law or by another clause of this contract, it is agreed that the Government shall take title to any or all excess prototype and/or pre-production articles generated under this contract. This includes excess articles generated because of application of Government, industry or vendor tolerance factors; articles scrapped during end item manufacture (piece parts, etc.); and all articles purchased under this contract.

(b) The Government will provide disposition instructions on each task order. If disposition instructions are not provided in individual task orders, the contractor shall contact the ACO to obtain disposition instructions.

**52.245-9001 APPROVAL OF CONTRACTOR ACQUIRED PROPERTY (NOT APPLICABLE TO FPIF and FFP ORDERS) (FEB 2015) DMEA**

Contractor purchases of supplies or equipment in support of this contract shall require prior approval by the Administrative Contracting Officer (ACO) for purchases of items with unit cost of \$5,000.00 or greater. Unless otherwise stated in the task order/modification, Contractor Acquired Property (CAP) that was identified during the proposal/negotiation process and subsequently made part of the award is considered to be approved and does not require further approval. All purchases shall be subject to the applicable policies and procedures prescribed in FAR Part 45, Government Property.

**52.246-9000 PERFORMANCE EVALUATION METRICS (Full and Open Competition) (FEB 2015)  
DMEA**

(a) Performance Evaluation Plan – The performance evaluation metrics are shown below and the associated ordering period options are specified in 52.217-9000. The criterion contained in this performance evaluation plan will result in an integrated assessment, as determined by a Performance Determining Official (PDO). Specific criteria, based on criteria established and augmented under the authority in FAR 15.404-4(d)(1)&(2), shall include, but may not be limited to:

Contract Performance Factors

- (1) PMR Participation
- (2) PMR Chart Submission and Timeliness
- (3) PMR Accuracy
- (4) Proposal Timeliness (for Negotiated Acquisitions)
- (5) Proposal Completeness (for Negotiated Acquisitions)
- (6) Offer Acceptance/Response Timeliness (for Negotiated Acquisitions)
- (7) Truth in Negotiations Act (TINA) Certification Timeliness (For Negotiated Acquisitions at or over the threshold)

Task Performance

- (8) Technical Performance
- (9) Cost Overruns (in US dollars)
- (10) Cost Overruns (count)
- (11) Untimely Contract Notifications
- (12) Period of Performance (PoP) Extension Requests
- (13) PoP Extension (total length in months)

**Small Business (SB)**

- (14) SB Reporting (subsequent year's goals)
- (15) SB Utilization (dollars obligated to small business as a percentage of total task order volume (in dollars))
- (16) SB Subcontracting (dollars obligated to small business through subcontracting) (Measurement against subcontracting goals does not apply to small businesses)

(b) Metric Measurement – Each metric has its own nominal amount (acceptable quality level) positive and negative ranges, stipulations (controlling for a Government caused factor), and weightings. The exact formula used for the metrics calculation into the AFPA score is proprietary to DMEA. The Acceptable Quality Level for each metric is used as the nominal level (see 52.215-9000 (b)(3)). Cumulative metric scores outside of the ranges for each metric item (i.e. average proposal submission time from RFP), are capped at either the range upper or lower limits.

(c) Contractor Access to Performance Data – The Government will collect this data on a continuous basis across the contract ordering period, across task performance, and contract actions. This information will be made available to the contractor on a real-time basis, once data for the contract month, year, task, and actions are finalized. This data will be populated to appear to the contractor within the Fair Opportunity Pool page. Since each login is Common Access Card (CAC) enabled, each login is contractor specific and will show only the performance data for that contractor. At no point will any contractors be able to see performance data for another contractor.

(d) Metric Collection – The performance evaluation period begins at the basic IDIQ contract awards, though Program Management Review, small business, and other such submissions or notifications are only required during periods in which the contractor has active task orders.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
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
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-3	First Article Approval--Contractor Testing	SEP 1989
52.209-3 Alt I	First Article Approval--Contractor Testing (Sep 1989) - Alternate I	JAN 1997
52.209-3 Alt II	First Article Approval--Contract Testing (Sep 1989) - Alternate I	SEP 1989
52.209-4	First Article Approval--Government Testing	SEP 1989
52.209-4 Alt I	First Article Approval-Government Testing (Sep 1989) Alternate I	JAN 1997
52.209-4 Alt II	First Article Approval-Government Testing (Sep 1989) Alternate II	SEP 1989
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
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
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-9 Alt I	Changes or Additions to Make-or-Buy Programs (Oct 1997) - Alternate I	OCT 2010
52.215-9 Alt II	Changes or Additions to Make-or-Buy Programs (Oct 1997) - Alternate II	OCT 2010
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	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
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-20 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 2010) - Alternate II	OCT 1997
52.215-20 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 2010) - Alternate III	OCT 1997
52.215-20 Alt IV	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data (Oct 2010) - Alternate IV	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-21 Alt II	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (Oct 2010) - Alternate II	OCT 1997
52.215-21 Alt III	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (Oct 2010) - Alternate III	OCT 1997
52.215-21 Alt IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (Oct 2010) - Alternate IV	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.215-23 Alt I	Limitations on Pass-Through Charges (Oct 2009) - Alternate I	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.216-10	Incentive Fee	JUN 2011
52.216-16	Incentive Price Revision-Firm Target	OCT 1997
52.216-18	Ordering	OCT 1995
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.216-24	Limitation Of Government Liability	APR 1984
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2014
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2014) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014

52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
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
52.223-7	Notice Of Radioactive Materials	JAN 1997
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-3	Buy American --Free Trade Agreement--Israeli Trade Act	MAY 2014
52.225-5	Trade Agreements	NOV 2013
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.225-26	Contractors Performing Private Security Functions Outside the United States	JUL 2013
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-3 Alt I	Patent Indemnity (Apr 1984) - Alternate I	APR 1984
52.227-3 Alt II	Patent Indemnity (Apr 1984) - Alternate II	APR 1984
52.227-9	Refund Of Royalties	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
52.227-14 Alt II	Rights in Data--General (May 2014) - Alternate II	DEC 2007
52.227-14 Alt III	Rights in Data--General (May 2014) - Alternate III	DEC 2007
52.227-14 Alt V	Rights in Data--General (MAY 2014) - Alternate V	DEC 2007
52.227-16	Additional Data Requirements	JUN 1987
52.227-19	Commercial Computer Software License	DEC 2007

52.227-21	Technical Data Declaration, Revision, and Withholding of Payment--Major Systems	MAY 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.229-7	Taxes--Fixed Price Contracts With Foreign Governments	FEB 2013
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.229-9	Taxes--Cost-Reimbursement Contracts With Foreign Governments	MAR 1990
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	APR 2003
52.230-2	Cost Accounting Standards	MAY 2014
52.230-4	Disclosure and Consistency of Cost Accounting Practices -- Foreign Concerns	MAY 2014
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
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
52.232-16 Alt I	Progress Payments (Apr 2012) - Alternate I	MAR 2000
52.232-16 Alt III	Progress Payments (Apr 2012) - Alternate III	APR 2003
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-29	Terms for Financing of Purchases of Commercial Items	FEB 2002
52.232-31	Invitation to Propose Financing Terms	MAY 2014
52.232-32	Performance-Based Payments	APR 2012
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - 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
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	OCT 2014
52.245-1	Government Property	APR 2012
52.245-2	Government Property Installation Operation Services	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-2 Alt I	Inspection Of Supplies Fixed Price (Aug 1996) - Alternate I	JUL 1985
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-11	Higher-Level Contract Quality Requirement	DEC 2014
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
52.246-19	Warranty Of Systems And Equipment Under Performance Specifications Or Design Criteria	MAY 2001
52.246-19 Alt I	Warranty Of Systems & Equipment Under Performance Specifications Or Design Criteria (May 2001) - Alternate I	APR 1984
52.246-19 Alt II	Warranty Of Systems & Equipment Under Performance Specifications Or Design Criteria (May 2001) - Alternate II	APR 1984
52.246-19 Alt III	Warranty of Systems and Equipment under Performance Specifications or Design Criteria (May 2001) - Alternate III	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-24 Alt I	Limitation Of Liability--High Value Items (Feb 1997) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-5	Familiarization With Conditions	APR 1984
52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-14	Contractor Responsibility for Receipt of Shipment	APR 1984
52.247-17	Charges	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-22	Contractor Liability for Loss of and/or Damage to Freight Other Than Household Goods	APR 1984
52.247-25	Government Furnished Equipment With or Without Operators	APR 1984

52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.247-57	Transportation Transit Privilege Credits	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.247-64 Alt II	Preference for Privately Owned U.S. - Flag Commercial Vessels (Apr 2003) - Alternate II	FEB 2006
52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991
52.247-67	Submission Of Transportation Documents For Audit	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.250-1	Indemnification Under Public Law 85-804	APR 1984
52.250-1 Alt I	Indemnification Under Public Law 85-804 (Apr 1984) - Alternate I	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.251-2	Interagency Fleet Management System (IFMS) Vehicles And Related Services	JAN 1991
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-3	Alterations in Solicitation	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.252-5	Authorized Deviations In Provisions	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
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	SEP 2013
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	AUG 2013
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol	JAN 2009
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013

252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.208-7000	Intent To Furnish Precious Metals As Government-- Furnished Material	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2014
252.211-7003	Item Unique Identification and Valuation	DEC 2013
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
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7009	Proposal Adequacy Checklist	JAN 2014
252.217-7027	Contract Definitization	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.219-7004	Small Business Subcontracting Plan (Test Program)	OCT 2014
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	SEP 1999
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	OCT 2014
252.225-7011	Restriction on Acquisition of Supercomputers	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry--Basic (Nov 2014)	NOV 2014
252.225-7027	Restrictions on Contingent Fees for Foreign Military Sales	APR 2003
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7993 (Dev)	Prohibition on Contracting with the Enemy (Deviation)	SEP 2014
252.225-7994 (Dev)	Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (Deviation)	SEP 2014
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011

252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7038 Alt I	Patent Rights--Ownership by the Contractor (Large Business) (Jun 2012) Alternate I	DEC 2007
252.227-7038 Alt II	Patent Rights--Ownership by the Contractor (Large Business) (Jun 2012) Alternate II	DEC 2007
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.228-7001	Ground And Flight Risk	JUN 2010
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7002	Progress Payments For Foreign Military Sales Acquisitions	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.234-7001	Notice of Earned Value Management System	APR 2008
252.234-7002	Earned Value Management System	MAY 2011
252.235-7002	Animal Welfare	DEC 2011
252.235-7003	Frequency Authorization	MAR 2014
252.235-7004	Protection of Human Subjects	JUL 2009
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.239-7017	Notice of Supply Chain Risk	NOV 2013
252.239-7018	Supply Chain Risk	NOV 2013
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
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.244-7001 Alt I	Contractor Purchasing System Administration (May 2014) -- Alternate I	MAY 2014
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	MAY 2013

252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7006	Warranty Tracking of Serialized Items	JUN 2011
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	MAY 2014
252.251-7000	Ordering From Government Supply Sources	AUG 2012

#### CLAUSES INCORPORATED BY FULL TEXT

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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 System for Award Management 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 Web site.

(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).

#### **USE THE FOLLOWING DOCUMENT TYPES AS APPLICABLE FOR THE INDIVIDUAL TASK ORDER:**

#### **COST VOUCHER**

**INVOICE  
 PERFORMANCE BASED PAYMENT  
 PROGRESS PAYMENT  
 PROPERTY TRANSFER  
 RECEIVING REPORT  
 COMBO**

**CONSULT THE WAWF USER’S MANUAL FOR FURTHER INSTRUCTIONS OF WHEN THESE DOCUMENTS APPLY**

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

**SEE DD1155, SECTION E**

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(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	<b>SEE DD1155, BLOCK 15</b>
Issue By DoDAAC	<b>SEE DD1155, BLOCK 6</b>
Admin DoDAAC	<b>SEE DD1155, BLOCK 7</b>
Inspect By DoDAAC	<b>SEE DD1155, SECTION F</b>
Ship To Code	<b>SEE DD1155, SECTION F</b>
Ship From Code	<b>SEE DD1155, BLOCK 9</b>
Mark For Code	<b>NOT APPLICABLE</b>
Service Approver (DoDAAC)	<b>SEE DD1155, SECTION F</b>
Service Acceptor (DoDAAC)	<b>SEE DD1155, SECTION F</b>
Accept at Other DoDAAC	<b>NOT APPLICABLE</b>
LPO DoDAAC	<b>NOT APPLICABLE</b>
DCAA Auditor DoDAAC	<b>TBD AT CONTRACT AWARD</b>
Other DoDAAC(s)	<b>NOT APPLICABLE</b>

(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 email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

**DMEA PROJECT ENGINEER  
 DMEA CONTRACTING OFFICER  
 DMEA PROGRAM OFFICE  
 GOVERNMENT CUSTOMER/CLIENT**

**NOTE: SEE CONTRACTUAL ENGINEERING TASK (CET) ON THE TASK ORDER FOR EMAIL ADDRESSES.**

(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.

**ANNA MADDEN, (916) 999-2742, ANNA.MADDEN@DMEA.OSD.MIL**

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

(End of clause)

INFO FOR REFERENCED CLAUSES

FOR THE ABOVE REFERENCED CLAUSES, THE FILL-INS ARE TO BE CITED (AS APPLICABLE) ON INDIVIDUAL TASK ORDERS ISSUED HEREUNDER, EXCEPT FOR THE CLAUSES LISTED BELOW.

FOR THE ABOVE REFERENCED CLAUSES 52.215-20 ALT III AND 52.215-21 ALT III, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(c) Microsoft Excel interactive spreadsheet

FOR THE ABOVE REFERENCED CLAUSES 52.215-20 ALT IV AND 52.215-21 ALT IV, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(b) whatever data is necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.

FOR THE ABOVE REFERENCED CLAUSE 52.216-18, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(a)(first) date of award  
(a)(second) through the end of the base period and any option ordering period that may be exercised at the Government's sole discretion.

FOR THE ABOVE REFERENCED CLAUSE 52.216-19, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(a) \$2,500.00  
(b)(1) \$1,000,000,000.00  
(b)(2) N/A  
(b)(3) 30

FOR THE ABOVE REFERENCED CLAUSE 52.216-22, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(d) after delivery of all orders issued during a valid ordering period.

FOR THE ABOVE REFERENCED CLAUSE 52.216-24, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(a) the funded task order amount in  
(b) the task order ceiling amount in

FOR THE ABOVE REFERENCED CLAUSE 52.217-8, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(first) 0 days

FOR THE ABOVE REFERENCED CLAUSE 52.217-9, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(a)(first) 0 days  
 (a)(second) 60 days  
 (c) 10 years

FOR THE ABOVE REFERENCED CLAUSE 52.223-7, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(a) 30 days or otherwise cited on the task order, as applicable

FOR THE ABOVE REFERENCED CLAUSE 52.225-19, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(i)(1)(ii) Contracting Officer

FOR THE ABOVE REFERENCED CLAUSE 52.227-19, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(c) TBD at contract award

FOR THE ABOVE REFERENCED CLAUSES 52.232-16, 52.232-16 ALT I, AND 52.232-16 ALT III, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(l) 30 days or otherwise cited on each task order, as applicable

FOR THE ABOVE REFERENCED CLAUSE 52.232-32, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(c)(2) 30 days or otherwise cited on each task order, as applicable

FOR THE ABOVE REFERENCED CLAUSE 52.243-7, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(b) and (d) 15 days or otherwise cited on each task order, as applicable

FOR THE ABOVE REFERENCED CLAUSE 52.247-1, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(a) Items to be cited on each task order, as applicable  
 (b) (first) Items to be cited on each task order, as applicable  
 (b) (second) TBD at contract award  
 (b) (third) The Contracting Officer

FOR THE ABOVE REFERENCED CLAUSE 52.247-67, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(c) DCMA office as listed on each task order

FOR THE ABOVE REFERENCED CLAUSE 52.248-1, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (f) the listed percentages unless otherwise changed on the VECP

FOR THE ABOVE REFERENCED CLAUSE 52.252-1 AND 52.252-2, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

FAR: <https://acquisition.gov/far/index.html>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

FOR THE ABOVE REFERENCED CLAUSE 52.252-3, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

As stated on each solicitation amendment

FOR THE ABOVE REFERENCED CLAUSE 52.252-4, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

As stated on each contract modification

FOR THE ABOVE REFERENCED CLAUSES 52.252-5 AND 52.252-6, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (b) (first) Defense Federal Acquisition Regulation Supplement
- (b) (second) 2

FOR THE ABOVE REFERENCED CLAUSE 252.203-7004, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (b)(2) <http://www.dhs.gov/>

FOR THE ABOVE REFERENCED CLAUSE 252.217-7027, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (a) (first) Specific type of contract action to be cited on each task order, as applicable
- (a) (second) Specific type of proposal to be cited on each task order, as applicable
- (b) To be cited on each task order, as applicable
- (d) To be cited on each task order, as applicable

FOR THE ABOVE REFERENCED CLAUSE 252.225-7043, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (d) the cited list in DFARS PGI 225.7403-1

FOR THE ABOVE REFERENCED CLAUSE 252.232-7007, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (a)(first) To be cited on each incrementally funded fixed-price task order
- (a)(second) To be cited on each incrementally funded fixed-price task order
- (j) To be cited on each incrementally funded fixed-price task order

FOR THE ABOVE REFERENCED CLAUSE 252.234-7002, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (k)(1) any proposed subcontract valued over \$50 million or otherwise noted on the task order
- (k)(2) any proposed subcontract valued under \$50 million that have been designated for application on the task order of the EVMS requirements of this clause

FOR THE ABOVE REFERENCED CLAUSE 252.235-7011, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (a) (first) DMEA
- (a) (second) TBD at contract award

FOR THE ABOVE REFERENCED CLAUSE 252.239-7016, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (b) Contractor proposed locations on the task order and the locations listed on the task order DD-254
- (c) (first) The Contracting Officer
- (c) (second) The identified equipment devices, techniques, or services within the task order

FOR THE ABOVE REFERENCED CLAUSE 252.251-7000, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (f) (first) The contractor's billing address
- (f) (second) Contact the contracting officer for Government Remittance Address when applicable

THE ABOVE REFERENCED CLAUSES 52.227-14 AND ITS ALTERNATES MAY ONLY APPLY TO TASK ORDERS FUNDED BY NON-DOD AGENCIES.

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS  
SECTION J  
LIST OF ATTACHMENTS  
(ALL LISTED ATTACHMENTS ARE AT THE END OF THIS DOCUMENT)

FORM NR	TITLE	DATE	NR OF PAGES
N/A	ATSP4 Performance Work Statement (PWS)		8

ATSP4 PWS**ATSP4 Full & Open  
Performance Work Statement****Vision Statement**

The Defense Microelectronics Activity (DMEA) ATSP4 is a uniform technical and management approach that leverages advanced technologies to meet the requirements of the Department of Defense (DoD) for a quick reaction capability across the entire spectrum of technology development and system acquisition development phases.

**1 Introduction****1.1 Mission**

The DMEA mission is to leverage the capabilities and payoffs of advanced microelectronics technology to solve the warfighters operational problems in existing weapon systems, increase capabilities and reliability while reducing the effects of microelectronics obsolescence.

**1.2 Scope**

ATSP4 is a uniform technical and management approach that leverages advanced technologies to meet the requirements of the Department of Defense (DoD) for a quick reaction capability across the entire spectrum of technology development, acquisition, and long-term support. This capability includes the development of appropriate solutions to keep a system operational, elevate sophistication level, or meet new threats. These efforts may include developing components to meet the DoD's requirements for ultra-low volumes, extending component availability, or ensuring a trusted, assured, and secure supply of microelectronics; also included will be the intelligent and rapid application of advanced technologies in new applications and to add needed performance enhancements to DoD weapon systems in response to traditional and irregular (asymmetric) threats and to the problems related to aging weapon systems. Increasing warfighter capabilities and providing solutions to electronics support problems such as, reliability, maintainability and obsolescence are accomplished through the development and insertion of applications of advanced microelectronics technologies. ATSP4 includes the use of state of the practice and/or legacy technologies to provide solutions. The scope of ATSP4 covers both hardware and software and includes studies, analysis, design, software, simulation, fabrication, prototyping, integration, testing, producibility, and limited production. The scope of ATSP4 also includes the development of viable methods and procedures for using available tools and resources, strategies for resolution of replacement alternatives, and technical interchange in support of task accomplishment.

**1.2.1 Advanced Technology**

Advanced technology is defined as "new state-of-the-art technologies, products and processes that are presently not widely used in mission critical systems as well as current state-of-the-practice microelectronics technologies, products and processes. Advanced technology includes advanced microelectronics technologies and the evolutionary developments of microelectronics technologies such as submicron electronics, quantum electronics, spin electronics, 3D microelectronics, additive manufacturing based microelectronics, nanoelectronics (nanotechnology), molecular electronics, biomolecular electronics, and advanced electronics manufacturing technologies.

Advanced technology engineering includes electronics hardware and software applications; software engineering/development; rapid prototyping of hardware and software; development of integrated toolsets and environments for design, fabrication, and test; process and manufacturing development; and the prototyping and limited production of both hardware and software. It includes the development of peculiar support equipment and an integration support capability for the products developed. Advanced technology engineering usually will result in performance improvements or a change in the performance envelope but can also be a form, fit, and/or function replacement.

**1.2.2 Advanced Hardware and Software Systems**

Advanced hardware and software systems are defined as stand-alone systems, integrated systems, imbedded systems, and systems of systems (i.e. systems that integrate new or existing systems.) Included are all hardware and software design, development, testing, integration, and evaluation activities. Advanced hardware and software systems may use both current and advanced technologies, and include large-scale integrated systems, network enabled systems, trusted systems, cyber warfare systems, Network-Centric Warfare systems (e.g., battlespace monitoring systems, battlespace management systems, C4ISR (command, control, communication, computers, intelligence, surveillance, and reconnaissance) systems), and data fusion systems (e.g., weather data systems).

Advanced hardware and software systems engineering includes all hardware and software design, development, testing, integration, and evaluation activities, rapid prototyping of systems hardware and software, and the prototyping and limited production of systems. It includes the development of peculiar support equipment and an integration support capability for the systems developed.

**1.2.3 Advanced Electronics Manufacturing Technologies**

Advanced electronics manufacturing is defined as manufacturing systems, methods, procedures, materials, and processes that produce both current and advanced technology electronics. Advanced electronic manufacturing technologies include micromechanical technologies, microelectronic machining, and microelectromechanical systems along with other evolutionary technologies.

**2 Government Furnished Documents**

Document No.	Date	<i>Title</i>
N/A	Ongoing	ATSP Contractor Program Management Reviews

**3 Performance Requirements**

**3.1 Perform Direct Engineering Activities**

The ATSP4 contract includes all "direct engineering activities (e.g., studies, analysis, design, code, simulation, fabrication, packaging/assembly, prototyping, integration, installation, testing, and producibility). Direct engineering activities also include providing limited production, logistical support, training, and warranties. The ATSP4 contract also includes DMEA Engineering Environment Enhancement/Support as a "direct engineering activity.

**3.1.1 Provide Limited Production**

Limited production will be ordered only when the Government considers it advantageous to do so. Limited production applies only to products developed by DMEA or on one of the ATSP contracts; other production (e.g., spares from build-to data developed elsewhere) is not permitted. Typically the Government will order limited production as an interim measure prior to the competition of follow-on production, to take advantage of incidental production, or when determined to be more cost- or time-effective than follow-on production competition. Limited production is not considered follow-on production in the conventional sense. Limited production will be specified as required in each task order.

**3.1.2 Provide Logistics Support**

Logistics Support may be required for items, systems, methods, procedures, and processes when they are designed, developed, acquired, or provided on the ATSP4 contracts. Logistics support may occur during development and/or as a follow-on activity to development. Logistics support includes interim contractor support, extended engineering support, extended testing support, supplies, maintenance, repairs, material sustainment, operator training, and validation and correction of data, when the logistics support is ancillary to the task. Logistics support will be specified as required in each task order.

**3.1.3 Provide Training**

Training may be required for items, systems, methods, procedures, and processes when they are designed, developed, acquired, or provided on the ATSP4 contracts. Training includes the services, materials, and technical

interchange used to instruct personnel to acquire sufficient concepts, skills and aptitudes to efficiently and safely operate and maintain the items, systems, methods, procedures, and processes. Training also includes vendor training, familiarization, and orientation. Training will be specified as required in each task order.

#### **3.1.4 Provide Warranties**

Warranties may be required for items, systems, methods, procedures and processes when they are designed, developed, acquired, or provided on the ATSP4 contracts. Warranties will be specified as required in each task order.

#### **3.1.5 Acquire And Deliver Active Documents**

Active specifications, standards, handbooks and other published documents may be required to fully define the characteristics of an electronic component. The contractor may be tasked to acquire and deliver needed active documents. Active documents will be specified as required in each task order.

#### **3.1.6 Acquire And Deliver Inactive Documents**

Due to the nature of solving electronic support problems, inactive, out-of-date, superseded, or canceled documents may be required to fully define the characteristics of many electronic components. The contractor may be tasked to acquire and deliver inactive documents such as inactive specifications, standards, handbooks, source control, and other published documents. Inactive documents will be specified as required in each task order.

#### **3.1.7 Provide Enhancement And Support For DMEA Engineering Environment**

DMEA engineering environment enhancement and support (DE3S) includes creating, enhancing, modifying, upgrading, and supporting DMEA engineering laboratory systems, methods, procedures, and processes. DE3S is specifically limited to DMEA facilities. DE3S includes developing, providing, and implementing methods and strategies to leverage advanced technologies to extend the life of weapon systems. DE3S also includes providing technical interchange including written, verbal, and visual communication to enhance Government understanding of the contractors engineering systems, methods, procedures, processes, and accomplishments.

### **3.2 Perform Indirect Technical, Functional, And Management Activities**

In-direct technical, functional, and management activities may be required to successfully accomplish direct engineering activities. In-direct activities include systems engineering, program management, configuration management, quality assurance, system test and evaluation, qualification testing, developmental testing, operational testing, certification, logistics support, training, warranties, development and management of data, operational site activation, and development of peculiar support equipment. In-direct activities will be specified in each task order.

#### **3.2.1 Program Management Reviews (PMRs)**

The Contractor shall perform program management reviews (PMRs) for DMEA management and oversight purposes. The Contractor shall create and submit accurate and timely PMR charts for PMR presentations. The information to submit for the PMR is included within the document, ATSP Contractor Program Management Reviews. (A001)

#### **3.2.2 Task Order Proposal And Performance**

The Contractor shall prepare and submit proposals for tasks posted for Fair Opportunity. The Contractor shall provide negotiation responses for all government offers. The Contractor shall notify and submit timely requests for period of performance extensions, when needed. The Contractor shall manage task funding for cost overrun minimization and optimal expenditure planning. Data development, management, and delivery will be specified as required in each task order.

#### **3.2.3 Small Business Utilization**

The Contractor shall set, achieve, and report small business participation, and for large businesses, subcontracting goals. (A001, A002, A003)

### **3.3 Develop, Manage, And Deliver Task Order Data**

#### **3.3.1 Contract Data Requirements List (CDRL)**

The Government may specify data requirements or the contractor may be requested to propose data requirements. Data requirements will be based on the needs of the Government and be in the form of a CDRL in each task order. CDRLs will contain Data Item Descriptions (DID) whose content and format will be tailored in each task order. Any DID that is active at the time the task order is awarded can be required.

#### **3.3.2 Provide Technical Data**

Provide full reprourement data when the Government considers it advantageous to do so. In each task order, the Government will decide how much reprourement data is required and the necessary formats. These decisions will be based on the needs of the Government, the cost-effectiveness of the alternatives, and in some cases will include consideration of data rights. The basic intent is to enable competition for follow-on production. Reprourement data will be specified as required in each task order.

**4.0 Data Items**

The following CDRLs apply to the contract and shall be submitted as described below. Indicate on the cover of all delivered data the contract number and office symbol.

1.	Sequence Number	A001
2.	Title	Program Management Review
3.	Subtitle	Monthly Program Management Review
4.	Authority	DI-MGMT-80368A
5.	Contract Reference	Paras 3.2.1 and 3.2.3
6.	Requiring Office	DMEA ATSP4 Program Office
7.	DD 250 Req	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	D
10.	Frequency	Monthly
11.	As of	For cost data, information presented shall be as of the contractor's normal financial month end date. For all other data, information presented shall be as of the end of the calendar month.
12.	Date of First Submission	3 days prior to PMR, during each month with active task orders, after the first full month of task performance
13.	Date of Subsequent Submission	3 days prior to PMR, during each month with active task orders
14.	Distribution	See: 4.1 Distribution List
15.	Total	See: 4.1 Distribution List
16.	Remarks	Contractor format is not acceptable; the Government format will be provided and must be used.  For large businesses, monthly reporting of small business subcontracting dollars is required.  Block 9: Mark all CDRL items with the distribution statement as shown above in Block 9.

1.	Sequence Number	A002
2.	Title	Participation and Subcontracting Data
3.	Subtitle	Annual Small Business Participation and Subcontracting Data
4.	Authority	DI-MGMT-80368A
5.	Contract Reference	Para 3.2.3
6.	Requiring Office	DMEA ATSP4 Program Office
7.	DD 250 Req	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	D
10.	Frequency	Biannually
11.	As of	Subcontracting data presented shall be as of the normal calendar year-end date.
12.	Date of First Submission	30 days after contract award
13.	Date of Subsequent Submission	The report shall be submitted semiannually during contract performance for the periods ending March 31 and September 30. A report is also required within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer.
14.	Distribution	See: 4.1 Distribution List
15.	Total	See: 4.1 Distribution List
16.	Remarks	Contractor format acceptable  Subcontracting Reports must be in accordance with FAR 52.219-9.  Block 9: Mark all CDRL items with the distribution statement as shown above in Block 9.

1.	Sequence Number	A003
2.	Title	Participation and Subcontracting Goals
3.	Subtitle	Annual Small Business Participation and Subcontracting Goals
4.	Authority	DI-MGMT-80368A
5.	Contract Reference	Para 3.2.3
6.	Requiring Office	DMEA ATSP4 Program Office
7.	DD 250 Req	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	D
10.	Frequency	Annually
11.	As of	See Block 13
12.	Date of First Submission	30 days after the first calendar year-end date
13.	Date of Subsequent Submission	30 days after the calendar year-end date
14.	Distribution	See: 4.1 Distribution List
15.	Total	See: 4.1 Distribution List
16.	Remarks	Contractor format is acceptable  Block 9: Mark all CDRL items with the distribution statement as shown above in Block 9.

**4.1 Distribution List**

The contractor shall deliver electronic copies to DMEA via the DMEA Contractor Delivery Portal (<https://contracting.dmea.osd.mil/Delivery>) in Microsoft Office products or in Adobe PDF format. The contractor shall deliver electronic copies via e-mail in Microsoft Office products or in Adobe PDF format to non-DMEA personnel to the address indicated. The subject block shall contain the contract number, CDRL title, and date. Do not submit any classified data. The contractor shall ensure the security of unclassified DoD information on non-DoD information systems in accordance with DoDI 8582.01, 6 Jun 2012.

<b>Code</b>	<b>Copies (regular/reproducible/electronic)</b>	<b>Address</b>
DMEA ATSP Program Office	All deliverables: 0/0/1	DMEA Contractor Delivery Portal
DMEA ATSP Contracting Branch Chief	All deliverables: 0/0/1	DMEA Contractor Delivery Portal
DMEA PCO	All deliverables: 0/0/1	DMEA Contractor Delivery Portal
DMEA Small Business Specialist	Annual Small Business Participation and Subcontracting Data: 0/0/1 Annual Small Business Participation and Subcontracting Goals: 0/0/1	DMEA Contractor Delivery Portal

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and Zip Code.
  - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.
- (End of clause)

#### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.
- (2) The small business size standard is \$38.5 million.
- (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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (     ) Paragraph (d) applies.

( ) 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 SAM 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 provision at 52.204-7, System for Award Management.

(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.

(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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 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 solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards 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 SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM 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
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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 SAM.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(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 proceedings 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 FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(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/content/table-small-business-size-standards>.

(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 representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office 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 SAM, or does not have a representation in SAM 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 541330 assigned to contract number TBD at contract award.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

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 which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

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

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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

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

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) 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 \$25 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)

#### 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)

#### 52.247-6 FINANCIAL STATEMENT (APR 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

(End of provision)

#### 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake

activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address

exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

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 the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 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.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 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 SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (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) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 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 SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM 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 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 located in the SAM database.

(End of provision)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-OO0005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act 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; or
- (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)

252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-O0004) (OCTOBER 2013)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) 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; or

(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)

252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2013 APPROPRIATIONS (DEVIATION 2013-O0010) (APR 2013)

(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013,(Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) 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; or

(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)

252.209-7997 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—DOD APPROPRIATIONS (DEVIATION 2013-O0006) (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, unless the 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)

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)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act 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)

252.215-7009 PROPOSAL ADEQUACY CHECKLIST (JAN 2014)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
<u>GENERAL INSTRUCTIONS</u>				
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?		
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.		
3.	FAR 15.408, Table 15-2, Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1)  FAR 2.101, "Cost or pricing data"	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as— (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		
6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?		
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		
9.	FAR 15.408 Table 15-2, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)		
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?		
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?		
<u>COST ELEMENTS</u>				
MATERIALS AND SERVICES				
14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.		
SUBCONTRACTS (Purchased materials or services)				
15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
16.	FAR 15.404-3(c)  FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor’s certified cost or pricing data?		
17.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror’s price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?		
<u>EXCEPTIONS TO CERTIFIED COST OR PRICING DATA</u>				
18.	FAR 52.215-20  FAR 2.101, “commercial item”	Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition? b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either— i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)? c. For proposed commercial items “of a type”, or “evolved” or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		technical description of the differences between the proposed item and the comparison item(s)?		
19.		[Reserved]		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?		
<b>INTERORGANIZATIONAL TRANSFERS</b>				
21.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
<b>DIRECT LABOR</b>				
23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.		
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions; (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		
25.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?		
<b>INDIRECT COSTS</b>				
26.	FAR 15.408, Table	Does the proposal indicate the basis of		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
	15-2, Section II Paragraph C	estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)		
<u>OTHER COSTS</u>				
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?		
28.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?		
29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?		
<u>FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES</u>				
30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)		
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?		
32.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		
<u>OTHER</u>				
33.	FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments-did the offeror comply with FAR 52.232-28?		
36.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges– Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror’s indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?		

(End of provision)

**252.222-7007 Representation Regarding Combating Trafficking in Persons.**

As prescribed in [222.1771](#), use the following provision:

REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015)

By submission of its offer, the Offeror represents that it—

(a) Will not engage in any trafficking in persons or related activities, including but not limited to the use of forced labor, in the performance of this contract;

(b) Has hiring and subcontracting policies to protect the rights of its employees and the rights of subcontractor employees and will comply with those policies in the performance of this contract; and

(c) Has notified its employees and subcontractors of—

(1) The responsibility to report trafficking in persons violations by the Contractor, Contractor employees, or subcontractor employees, at any tier; and

(2) Employee protection under 10 U.S.C. 2409, as implemented in DFARS subpart [203.9](#), from reprisal for whistleblowing on trafficking in persons violations.

(End of provision)

252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE--SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 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.

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(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)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)

(a) 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 With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

\*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)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.207-1	Notice Of Standard Competition	MAY 2006
52.207-2	Notice Of Streamlined Competition	MAY 2006
52.211-8	Time of Delivery	JUN 1997
52.211-8 Alt I	Time of Delivery (Jun 1997) Alternate I	APR 1984
52.211-8 Alt II	Time of Delivery (Jun 1997) Alternate II	APR 1984
52.211-8 Alt III	Time of Delivery (Jun 1997) Alternate III	APR 1984
52.211-9	Desired and Required Time of Delivery	JUN 1997
52.211-9 Alt I	Desired And Required Time Of Delivery (Jun 1997) - Alternate I	APR 1984
52.211-9 Alt II	Desired And Required Time Of Delivery (Jun 1997) - Alternate II	APR 1984
52.211-9 Alt III	Desired And Required Time Of Delivery (Jun 1997) - Alternate III	APR 1984
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-20 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 2010) - Alternate II	OCT 1997
52.215-20 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 2010) - Alternate III	OCT 1997
52.215-20 Alt IV	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data (Oct 2010) - Alternate IV	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.216-27	Single or Multiple Awards	OCT 1995
52.217-5	Evaluation Of Options	JUL 1990
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-13	Notice Of Progress Payments	APR 1984
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-28 Alt I	Invitation to Propose Performance-Based Payments (Mar 2000) Alternate I	MAR 2000
52.232-31	Invitation to Propose Financing Terms	MAY 2014
52.237-1	Site Visit	APR 1984
252.215-7008	Only One Offer	OCT 2013
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.234-7001	Notice of Earned Value Management System	APR 2008
252.239-7017	Notice of Supply Chain Risk	NOV 2013
252.246-7005	Notice of Warranty Tracking of Serialized Items	JUN 2011

CLAUSES INCORPORATED BY FULL TEXT

52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation may be obtained from:

For the ATSP4 Full & Open Solicitation

Defense Microelectronics Activity  
4234 54<sup>th</sup> Street  
McClellan, CA 95652  
E-mail Address: atsp4ss@dmea.osd.mil  
Person to be contacted: ATSP4 Source Selection PCO

For Task Orders:

Defense Microelectronics Activity  
4234 54<sup>th</sup> Street  
McClellan, CA 95652  
E-mail Address: TBC\*  
Person to be contacted: TBC\*

TBC = TO BE CITED ON EACH TASK ORDER, AS APPLICABLE.

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of clause)

52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

For the ATSP4 Full & Open Solicitation

Defense Microelectronics Activity  
4234 54<sup>th</sup> Street  
McClellan, CA 95652  
E-mail Address: atsp4ss@dmea.osd.mil  
Person to be contacted: ATSP4 Source Selection PCO

For Task Orders:

Defense Microelectronics Activity  
4234 54<sup>th</sup> Street  
McClellan, CA 95652  
E-mail Address: TBC\*  
Person to be contacted: TBC\*

TBC = TO BE CITED ON EACH TASK ORDER, AS APPLICABLE.

(End of provision)

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;  X  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. [Contracting Officer check appropriate box.]

(End of provision)

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

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

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

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

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

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

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

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

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized

to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

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

(3) Submission, modification, or revision, of proposals.

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time,

and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

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

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

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

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

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

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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

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

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

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

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

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

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

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

balance poses an unacceptable risk to the Government.

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a CPFF, CPIF, FPI, and FFP contract resulting from this solicitation.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 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 Colten Murray, the ATSP4 Source Selection Procuring Contracting Officer, atsp4ss@dmea.osd.mil.

(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)

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

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

FAR: <https://acquisition.gov/far/index.html>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### 252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (MAY 2006)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

For the ATSP4 Full & Open Solicitation

Defense Microelectronics Activity  
4234 54<sup>th</sup> Street  
McClellan, CA 95652  
E-mail Address: [atsp4ss@dmea.osd.mil](mailto:atsp4ss@dmea.osd.mil)  
Person to be contacted: ATSP4 Source Selection PCO

For Task Orders:

Defense Microelectronics Activity  
4234 54<sup>th</sup> Street  
McClellan, CA 95652  
E-mail Address: TBC\*  
Person to be contacted: TBC\*

TBC = TO BE CITED ON EACH TASK ORDER, AS APPLICABLE.

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of Provision)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

For the ATSP4 Full & Open Solicitation

Defense Microelectronics Activity  
4234 54<sup>th</sup> Street  
McClellan, CA 95652  
E-mail Address: atsp4ss@dmea.osd.mil  
Person to be contacted: ATSP4 Source Selection PCO

For Task Orders:

Defense Microelectronics Activity  
4234 54<sup>th</sup> Street  
McClellan, CA 95652  
E-mail Address: TBC\*  
Person to be contacted: TBC\*

TBC = TO BE CITED ON EACH TASK ORDER, AS APPLICABLE.

(End of provision)

INFO FOR REFERENCED CLAUSES

FOR THE ABOVE REFERENCED CLAUSES, THE FILL-INS ARE TO BE CITED (AS APPLICABLE) ON INDIVIDUAL TASK ORDERS ISSUED HEREUNDER.

FOR THE ABOVE REFERENCED CLAUSES 52.211-8 AND 52.211-8 ALT III, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (a) (all blanks) See the cited schedule milestones, if applicable, on each task order RFP

FOR THE ABOVE REFERENCED CLAUSES 52.211-8 ALT I AND 52.211-8 ALT II, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (a) See the cited schedule, if applicable, on each task order RFP  
(b) See the cited award schedule, if applicable, on each task order RFP

FOR THE ABOVE REFERENCED CLAUSES 52.211-9 AND 52.211-9 ALT III, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (a) (all blanks) See the cited schedule milestones, if applicable, on each task order RFP

FOR THE ABOVE REFERENCED CLAUSES 52.211-9 ALT I AND 52.211-9 ALT II, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (a) (all blanks) See the cited schedule milestones, if applicable, on each task order RFP
- (b) See the cited award schedule, if applicable, on each task order RFP

FOR THE ABOVE REFERENCED CLAUSES 52.215-20 ALT III AND 52.215-21 ALT III, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (c) Microsoft Excel interactive spreadsheet

FOR THE ABOVE REFERENCED CLAUSES 52.215-20 ALT IV AND 52.215-21 ALT IV, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

- (b) whatever data is necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.

#### VIRTUAL PREPROPOSAL CONFERENCE

In accordance with FAR 52.237-1, a pre-proposal conference will be conducted via a DCO Connect webinar. No in-person site visits will be conducted. The webinar is planned to occur on Thursday, March 5, 2015 at 9:00 AM (Pacific Standard Time) for the purpose of providing a general overview of the solicitation and to answer questions regarding this solicitation.

Submit (email only) the names of all attendees (not to exceed three per offeror) to [atsp4ss@dmea.osd.mil](mailto:atsp4ss@dmea.osd.mil) prior to Friday, February 27, 2015. This information must be provided in advance in order to manage capacity for the conference attendees.

Offerors are requested to submit questions to the point of contact noted above not later than Friday, February 27, 2015. Information provided at this conference shall not in any way alter the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

A record of the conference shall be made available on the ATSP4 Source Selection web site, [www.dmea.osd.mil/atsp4ss](http://www.dmea.osd.mil/atsp4ss). The record should include minutes of the meeting, including industry questions (on a non-attribution basis) and government answers.

#### INFORMATION FOR PROPOSAL PREP

#### **INSTRUCTIONS FOR PROPOSAL PREPARATION (IFPP)**

#### **1.0 GENERAL INSTRUCTIONS**

(a) The Procuring Contracting Officer (PCO) is the sole point of contact for this acquisition. Offerors are prohibited from engaging in exchanges with the DMEA technical personnel regarding this RFP. Offerors shall address any questions or concerns regarding this acquisition to the PCO. Written requests for clarification may be sent to the PCO at the address located in the model contract/solicitation or with email to [ATSP4ss@dmea.osd.mil](mailto:ATSP4ss@dmea.osd.mil). Questions and comments will be addressed via the ATSP4SS web page, [www.dmea.osd.mil/atsp4ss](http://www.dmea.osd.mil/atsp4ss), with the offerors identity removed. Most questions and comments will be generalized to apply to a broader audience.

(b) Offerors shall provide their proposals in both hard copy and electronic format (Adobe Acrobat Document (PDF); MS Office Edition 2010 for Project) with fully searchable text. Offerors shall provide the cost proposal in Microsoft Excel format. Hypertext links shall be used to facilitate navigation within electronic documents. The electronic copies of the proposal shall be submitted on virus-free compact disk (CD) and/or digital video disk (DVD), read-only memory (CD-ROM/DVD-ROM) only. The proposal shall not contain compressed or password protected files. The Government shall have the right to load the offeror's proposed electronic data on a secure server within an approved Government source selection facility. Paper copies of proposal material submitted by the offeror take precedence over the electronic copies if discrepancies between the two are discovered. In the event ambiguities or conflicts exist between the written description and/or approach and the numeric data or figures, the numeric data or figures shall take precedence.

(c) ATSP4 proposals submitted shall consist of Volumes 1-6, provided in both hard and soft copy forms, as delineated in Table 2.1 below. It is the offeror's responsibility to ensure the proposal's completeness. Each volume shall be delivered in a separate binder/disk (CD or DVD). Pages in each volume shall be numbered sequentially. Government evaluators are not responsible for discerning the intended significance of information contained in the non-narrative data. Pages that are intentionally left blank shall state, "Page intentionally left blank." Furthermore, the Government will not assume that an offeror possesses any resources unless specifically addressed in the proposal. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation for substantiating the validity of stated claims. The proposal shall not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their capabilities, resources, facilities and experience and will base its evaluation on the information presented in the offeror's proposal.

(d) The ATSP4 proposals must be valid for 365 days from the due date of the proposal.

(e) The Government reserves the right to, award this effort based on the initial proposal, as received, without discussion, in accordance with FAR 52.215-1. Therefore, each initial proposal should contain the offeror's best terms. However, the Government reserves the right to conduct discussions and request proposal revisions as necessary.

(f) Offerors shall use a paragraph numbering system that correlates with the section L & M throughout all documents in the proposal.

(g) The proposal shall include all data and information requested in Section L and shall be submitted in accordance with these instructions. In developing the proposal, Offerors shall comply with all the requirements contained in the ATSP4 Request for Proposal (RFP). The contract types specified in the solicitation are mandatory. Alternative proposals will not be accepted for this acquisition.

(h) Classified information shall not be presented in proposals. Technical experience obtained from currently classified performance shall not be cited or referenced in proposals. Proposals containing classified information will be forwarded to the cognizant security organization for investigation and may result in a determination that the proposal is non-responsive to the solicitation. All proposed technical experience shall be summarized at a non-classified component level.

(i) If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale.

## 1.1 Basic Principles

The results of the DMEA engineering task risk analysis have been used to develop the evaluation criteria. The DMEA has determined that technical capability is defined as resources plus experience. Offerors possessing sufficient resources and experience using those resources mitigates almost every risk that had an undesirable task outcome and a high probability of occurring. The ATSP4 prime contractors are expected to have a significant technical role in all task orders issued under the ATSP4 contract. Therefore, the DMEA is strongly interested in the resources, experience and program organization of the prime offeror. The prime offeror is the entity with which the DMEA could have a resulting contract. As such, the prime would be held fully responsible for the contract performance, regardless of any arrangements between the prime offeror and its proposed subcontractors, team members, vendors or other associates. In addition the in-house experience level of the prime offeror has a direct bearing on their ability to select, manage, and control any required subcontractors/team members. Therefore, the resources and experience of the prime offeror versus any proposed subcontractors/team members is an important part of the technical evaluation.

## 1.2 Definitions

(a) For the purposes of this source selection, proposed subcontractors, vendors, companies without team arrangements, or other associates who are not the “prime offeror” nor considered “in-house” to the prime offeror. In-house efforts are those performed by the prime offeror only. The evaluation team will use the following definitions for the source selection evaluation:

(1) A single company with its own CAGE code (CAGE code as defined by DFARS 204.7202-1) – This includes:

(A) Parent companies proposing to use their wholly owned entities in the performance of the ATSP4, and

(B) Offerors who are wholly owned entities proposing to use other wholly owned entities of the parent company in the performance of the ATSP4.

(C) Offerors proposing as a prime in the performance of the ATSP4 as a separate entity possessing a unique CAGE code and who are wholly owned entities of a parent company.

(2) Two or more companies which form a “contractor team arrangement” to act as a potential prime contractor IAW FAR 9.601(1). This action will form a new, separate entity that will have its own CAGE code. Sufficient documentation must be provided as evidence of the arrangement between the parties. Typically this would be a copy of the actual agreement. This new entity (the contractor team arrangement) will have the power to speak for and to contractually commit specified resources of the parent companies or will have their own resources to commit.

(3) Sufficient documentation must be provided as evidence of the arrangement within the company. Typically this would be evidenced by the proposal response regarding Program Organization (Volume 2) and the level of corporate signature on the proposal. Subcontractors, vendors, companies without team arrangements, or other associates which are proposed to fulfill the ATSP4 requirements are defined as and will be evaluated as a classical prime-subcontractor relationship.

(b) Subfactor Definitions – The evaluation factors used in the ATSP4 solicitation are mission based. They are a combination of process and technology that are used successfully by the DMEA to accomplish its mission. For purposes of this solicitation, they are defined as follows:

(1) Analysis/Studies – Includes, but is not limited to, assessment of current conditions or capabilities and contributing factors, development of preliminary solution approaches, feasibility of proposed changes including advanced technology insertions, trade-offs in design and development, selection of appropriate methodologies and the analysis of impacts on reliability, maintainability, testability, interface and packaging/assembly.

(2) Integrated Circuit Development – Development of analog, mixed-signal or digital electronic microcircuits with significant production for the application. Development requires use of hardware description languages and/or integrated IC CAD tool suites resulting in a physical realization of the part. Integrated circuit technologies include, but are not limited to, BJT, MOSFET, MESFET, HEMT, and HBT families hosted to Bipolar, CMOS, or BiCMOS junction isolated, dielectrically isolated, bulk, or silicon on insulator processes. Production can include developments that are implemented with a FPGA or related programmable device, metal maskable array fabrication, or a custom integrated circuit fabrication.

(3) Board/Module Development – Development of printed circuit boards or electronic modules that use at least one of the following: electronic microcircuits, application specific integrated circuits, hybrid microcircuits, multi-chip modules, charge coupled devices, and signal processors.

(4) Subsystem/System Development – Development of subsystems or systems that contain multiple printed circuit boards and/or electronic modules and use many of the following: electronic microcircuits, application specific integrated circuits, hybrid microcircuits, multi-chip modules, charge coupled devices, and signal processors.

(5) Hardware/Software System Development – Development of hardware systems containing embedded software. These may contain COTS and must contain non-COTS hardware and require significant software engineering. Hardware/software systems may be stand-alone systems, integrated systems, embedded systems, and systems of systems.

(6) Development – As used in this solicitation, development means the systematic application of engineering and technical knowledge and integrated tool sets (e.g., CAD, HDLs, etc.) in executing studies, analysis, design, code, simulation, fabrication, packaging/assembly, prototyping, integration, installation, testing, producibility, and limited production to meet specific performance requirements or objectives.

(7) Significant Delivered Production: Microelectronic developments, as defined above, that have a successful outcome of delivery or installation in quantities that are significant for the weapon system application or mission. The extremes are a satellite which would have a delivery of one satellite system kit, the other extreme is an integrated circuit for an ordnance system with quantities of thousands to tens of thousands. A mission-based example could be the delivery of a small quantity of subsystems that are installed/integrated on a weapon system but represents the operational need. An example of items not considered to be significant delivered production include, but are not limited to, brassboard assemblies, failed components, non-production representative test articles, and non-fielded prototypes.

(8) Delivered Production: Microelectronic developments, as defined above, that have a successful outcome of delivery or installation, but do not meet the definition of significant delivered production. An example could be the delivery of a successful first article component, but of a quantity that does not fulfill the operational need. An example of items not considered to be delivered production include, but are not limited to, brassboard assemblies and failed components.

(9) Resource – Expertise, facilities, and equipment.

## **2.0 PROPOSAL ORGANIZATION**

(a) The offeror shall prepare the proposal as set forth in Table 2.1 below. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies as specified. The contents of each ATSP4 proposal volume are described in paragraph 4.0 below.

Table 2.1 – ATSP4 Proposal Organization/Breakdown

<b>Volume</b>	<b>Title</b>	<b>Section L IFPP</b>	<b>Section M BFA/EFFA</b>	<b>Paper/ Electronic Copies</b>	<b>Page Limit</b>
<b>1</b>	<b>Technical Volume</b>	3.0	6.0	5/1	
	Technical Capability: Resources Factor	3.1	6.1		30
	Technical Capability: Experience Factor	3.2	6.2		50
	Experience Matrix	3.2(d)	6.2		None
<b>2</b>	<b>Management Volume</b>	4.0	6.3	5/1	
	Management Factor	4.1	6.3		20
	Teaming/Subcontracting Agreements	4.1.1, 8.0(h)	6.3.1		None
<b>3</b>	<b>Past Performance Volume</b>	5.0	7.0	1/1	
	Past Performance Factor	5.1	7.1		None
<b>4</b>	<b>Cost/Price Volume</b>	6.0	8.0	1/1	
	Cost/Price Factor	6.1	8.1		None
	Solicitation Example Task (SET) Cost Proposal	6.1(b)	8.1(b)		None
<b>5</b>	<b>Solicitation Example Task (SET) Technical and Management Proposal Volume</b>	4.1.2(b), 7.0	6.3.2(b)	1/1	
	Technical and Management Proposal	4.1.2(b), 7.0(a)	6.3.2(b)		10
<b>6</b>	<b>Contract Documentation</b>	8.0	9.0	1/1	None
	Subcontracting Plan	8.0(b)	9.0		None
	Completed SF33	8.0(c)	9.0		1
	Completed Section K – Representations, Certifications, and other Statements of Offerors	8.0(d)	9.0		None
	Exceptions to Solicitation	8.0(e)	9.0		None
	OCI Issues and Mitigation Plan	8.0(f)	9.0		None
	DCMA form 640	8.0(g)	9.0		None

(b) Pages containing text shall be typewritten or printed on 8½ x 11 inch paper, with no less than single line spacing. The type font shall be Times New Roman and the type size for text shall be no smaller than ten (10) point, with proportional spacing permitted. Type size for Figures and Tables shall be no smaller than eight (8) point, with single spacing permitted and no restriction on lines per page. Margins on all four (4) edges of each sheet will be at least one inch. A page printed on both sides shall be counted as two (2) pages. Fold out page(s) shall not include text only, are limited to 11" x 17", and count as two (2) pages. An 11" x 17" page printed on both sides shall be counted as four (4) pages.

(c) Proposals shall not be supplemented by reference documents. Mandatory attachments shall be in the format provided in the solicitation attachments. Deviations from the instructions will be reviewed by the PCO to ensure that no contractor receives a competitive advantage. Deviations resulting in a competitive advantage for an offeror will result in the proposal being returned to the offeror as noncompliant with the solicitation requirements. Proposal pages in excess of the maximum will be removed by the PCO starting from the back of the proposal volume and returned to ensure that they are not evaluated. Cover sheets, dividers, blank pages, table of contents, glossaries, lists of tables and/or figures, acronym lists and consent letters (e.g. PCO authorization for rent-free, non-interference use of Government-owned property) are not included in page count.

## **2.1 Identification**

- (a) The prime offeror's company name, logo or other identifying marks may be used as required in any volume.
- (b) The proposal shall clearly identify the proposed subcontractors by name and location.
- (c) Each volume shall be a separate .PDF format document and the volume number, title, and offeror's identity shall be printed in the middle of the first page (cover page).

## **2.2 Cross-Referencing**

- (a) Each proposal volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Cross-referencing within proposal volumes is permitted where its use would conserve space without impairing clarity.

## **2.3 Binding and Labeling**

- (a) Each proposal shall be bound in a three-ring loose leaf binder with a cover sheet, clearly indicating ATSP4 and the offeror's name.
- (b) The offeror is responsible for ensuring that the appropriate markings, including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information, are contained within their proposal.

## **2.4 Electronic Offers**

- (a) As addressed in paragraph 1.0(b) above, offerors shall submit all proposal volumes in a READ ONLY format on virus-checked disks. The offeror shall submit proposals on separate Compact Disks (CD) and/or data Digital Video Disks (DVDs). The file structure for each proposal shall be saved as a separate directory and shall be named accordingly (Volume 1-6). Identify the following data on both the CD/DVD and the CD/DVD cover/case:

- (1) Offeror (Company Name):
- (2) Proposal Title: ATSP4 Full and Open
- (3) Date (Prepared/Submitted):

## **2.5 Proposal Delivery Address**

- (a) Offerors shall ensure that the proposal generated in response to this solicitation are either hand delivered or mailed to arrive at the following address:

DEFENSE MICROELECTRONICS ACTIVITY  
DMEA-Contracting, Attn: ATSP4SS  
4234 54<sup>th</sup> Street, McClellan, CA 95652-2100

Offerors are encouraged to take note that delivery service to DMEA is performed between the hours of 9:00 AM to 3:00 PM Pacific Daylight Time. Proposals delivered after the deadline specified, regardless of when given to the delivery provider (i.e. USPS, DHL, UPS, Fedex, etc.) may not be considered. As DMEA is a secure facility, offerors wishing to hand deliver proposals should provide notice to the ATSP4 Procuring Contracting Officer (PCO) via email to set an appointment for official proposal acceptance at least 24 hours prior to arrival. Security personnel will not be anticipating or accepting hand delivered proposals.

### **3.0 VOLUME 1 - TECHNICAL VOLUME**

#### **3.1 Factor 1: Technical Capability: Resources**

(a) Proposals are limited to a combined total of 30 pages for the Technical Capability: Resources factor and subfactors.

(b) For the DMEA mission based evaluation subfactors, describe your Technical Capability: Resources. For each subfactor, discuss the resources being proposed and identify the sources (currently in-house, planned in-house, partnership/joint venture, team member, subcontractor, vendor, etc.) of these resources. To facilitate proposal preparation, judicious use of categorized resource lists and matrices is recommended. If teaming/subcontracting is necessary to provide a proposed resource, provide adequate evidence of the agreement. Specifically address the following evaluation subfactors:

- (1) Subfactor 1.1: Analysis/Studies Resources
- (2) Subfactor 1.2: Integrated Circuit Development Resources
- (3) Subfactor 1.3: Board/Module Development Resources
- (4) Subfactor 1.4: Subsystem/System Development Resources
- (5) Subfactor 1.5: Hardware/Software System Development Resources

##### **3.1.1 Subfactor 1.1: Analysis/Studies Resources**

(a) The proposal shall illustrate that sufficient resources are available for this subfactor in each of the following technologies: integrated circuits, boards/modules, subsystems/systems, and hardware/software systems.

(b) The proposal shall identify the source of the resources for this subfactor (e.g. currently in-house, planned in-house, partnership/joint venture, team member, subcontractor, vendor, etc.).

(c) The proposal shall demonstrate ability to provide technical oversight of and technical direction to all resources proposed for this subfactor.

##### **3.1.2 Subfactor 1.2: Integrated Circuit Development Resources**

(a) The proposal shall illustrate that sufficient resources are available for this subfactor in the following development phases: design, simulation, fabrication, packaging/assembly, integration, and testing.

(b) The proposal shall identify the source of the resources for this subfactor (e.g. currently in-house, planned in-house, partnership/joint venture, team member, subcontractor, vendor, etc.). The DMEA values current in-house

capabilities the most, however, these capabilities may be tempered with consideration of the quality and quantity for the source.

(c) The proposal shall demonstrate ability to provide technical oversight of and technical direction to all resources proposed for this subfactor.

### **3.1.3 Subfactor 1.3: Board/Module Development Resources**

(a) The proposal shall illustrate that sufficient resources are available for this subfactor in the following development phases: design, simulation, fabrication, packaging/assembly, integration, and testing.

(b) The proposal shall identify the source of the resources for this subfactor (e.g. currently in-house, planned in-house, partnership/joint venture, team member, subcontractor, vendor, etc.). The DMEA values current in-house capabilities the most, however, these capabilities may be tempered with consideration of the quality and quantity for the source.

(c) The proposal shall demonstrate ability to provide technical oversight of and technical direction to all resources proposed for this subfactor.

### **3.1.4 Subfactor 1.4: Subsystem/System Development Resources**

(a) The proposal shall illustrate that sufficient resources are available for this subfactor in the following development phases: design, prototyping, integration, testing, and production.

(b) The proposal shall identify the source of the resources for this subfactor (e.g. currently in-house, planned in-house, partnership/joint venture, team member, subcontractor, vendor, etc.). The DMEA values currently in-house capabilities the most, however, these capabilities may be tempered with consideration of the quality and quantity for the source.

(c) The proposal shall demonstrate ability to provide technical oversight of and technical direction to all resources proposed for this subfactor.

### **3.1.5 Subfactor 1.5: Hardware/Software System Development Resources**

(a) The proposal shall illustrate that sufficient resources are available for this subfactor in the following development phases: design, prototyping, integration, testing, and production.

(b) The proposal shall identify the source of the resources for this subfactor (e.g. currently in-house, planned in-house, partnership/joint venture, team member, subcontractor, vendor, etc.). The DMEA values currently in-house capabilities the most, however, these capabilities may be tempered with consideration of the quality and quantity for the source.

(c) The proposal shall demonstrate ability to provide technical oversight of and technical direction to all resources proposed for this subfactor.

## **3.2 Factor 2: Technical Capability: Experience**

(a) Proposals are limited to a combined total of 50 pages for the Technical Capability: Experience factor and subfactors.

(b) For each of the DMEA mission based evaluation subfactors describe your Technical Capability: Experience. Due to the time sensitive nature of the DMEA mission, emphasis is placed on recent experience. Experience should be less than 5 years but no expiration date will be applied. ATSP4 prime contractors are expected to have a significant technical role in all task orders issued under the ATSP4 contract. As a result, emphasis is placed on

experience of the prime offeror in the role of technical performer. Summarize efforts performed by the prime offeror that are directly related to the evaluation subfactors. Discuss only the experience of the prime offeror. Do not discuss the experience of the proposed subcontractors/team members except as specifically directed for production and delivered quantities in subfactor 2.2 and subfactor 2.3. Specifically address the following evaluation subfactors:

- (1) Subfactor 2.1: Analysis/Studies Experience
- (2) Subfactor 2.2: Integrated Circuit Development Experience
- (3) Subfactor 2.3: Board/Module Development Experience
- (4) Subfactor 2.4: Subsystem/System Development Experience
- (5) Subfactor 2.5: Hardware/Software System Development Experience

(c) For each non-classified effort summarized in (b), provide the following details. Do not summarize classified performance. Completion required for (1) through (4), completion required – if applicable for (5) through (8).

- (1) Your role (e.g. technical performer, subcontract manager, integrator, etc.)
- (2) Program name
- (3) Contract number
- (4) Period of performance dates, actual
- (5) For subfactor 2.1, technologies (integrated circuits, boards/modules, subsystems/systems, and hardware/software systems) associated with the effort.
- (6) For subfactors 2.2-2.5, development phases (design, simulation, fabrication, prototyping, integration, testing, and delivered production and/or significant delivered production) associated with the effort.
- (7) Production volume, if ongoing, provide schedule.
- (8) Place of performance (resources proposed in factor 1, if applicable)

(d) The following matrix shall summarize the experiences of the prime offeror as a technical performer for each subfactor. For each experience, identify the number of completed technologies/development phases except for production quantities and delivered quantities. Offeror’s experiences may vary. This matrix, or a reasonable facsimile, shall be completed and submitted at the end of Volume 1. The matrix facilitates proposal preparation and is exempt from the page limitation. Submit a separate matrix for each evaluation subfactor, in the format described below.

ATSP4 Factor 2	<b>Complete matrix with prime offeror experience as technical performer only</b>						
Subfactor 2.1: Studies/Analysis							
Technologies	Experience #1	Experience #2	Experience #3	Experience #4	Experience #5	Total	Subfactor 2.1 Minimum
Integrated circuits	1	1	1	1	1	5	5
Boards/modules	1	1	1	1	1	5	5
Subsystems/systems	1	1	1	1	1	5	5
Hardware/software systems	1	1	1	1	1	5	5
Sample data intended for illustration purposes only and are not meant to be representative of any rating.							

ATSP4 Factor 2	<b>Complete matrix with prime offeror experience as technical performer only</b>						
Subfactor 2.2: Integrated Circuits Development							
Development Phase	Experience #1	Experience #2	Experience #3	Experience #4	Experience #5	Total	Subfactor 2.2 Minimum
Design	2	3	1	2	2	10	10
Simulation	2	3	1	2	2	10	10
Integration	2	3	1	2	2	10	10
Testing	2	3	1	2	2	10	10
Delivered Production							
*SDP	1	2	0	1	1	5	5
**ASIC	1	2	0	1	1	5	5
Sample data intended for illustration purposes only and are not meant to be representative of any rating. * Significant Delivered Production (SDP) ** ASIC or custom integrated circuit fabrication							

ATSP4 Factor 2	<b>Complete matrix with prime offeror experience as technical performer only</b>						
Subfactor 2.3: Boards/Modules Development							
Development Phase	Experience #1	Experience #2	Experience #3	Experience #4	Experience #5	Total	Subfactor 2.3 Minimum
Design	2	3	2	2	1	10	10
Simulation	2	3	2	2	1	10	10
Integration	2	3	2	2	1	10	10
Testing	2	3	2	2	1	10	10
Delivered Production							
*SDP	1	2	1	1	0	5	5
Sample data intended for illustration purposes only and are not meant to be representative of any rating. * Significant Delivered Production (SDP)							

ATSP4 Factor 2	<b>Complete matrix with prime offeror experience as technical performer only</b>						
Subfactor 2.4: Subsystem/System Development							
Development Phase	Experience #1	Experience #2	Experience #3	Experience #4	Experience #5	Total	Subfactor 2.4 Minimum
Design	2	2	2	3	1	10	10
Prototyping	2	2	2	3	1	10	10
Integration	2	2	2	3	1	10	10
Testing	2	2	2	3	1	10	10
Delivered Production	2	2	2	3	1	10	10
*SDP	1	1	1	2	0	5	5
Sample data intended for illustration purposes only and are not meant to be representative of any rating. * Significant Delivered Production (SDP)							

ATSP4 Factor 2	<b>Complete matrix with prime offeror experience as technical performer only</b>						
Subfactor 2.5: Hardware/Software System Development							
Development Phase	Experience #1	Experience #2	Experience #3				Subfactor 2.5 Minimum
Design	1	1	1			3	3
Prototyping	1	1	1			3	3
Integration	1	1	1			3	3
Testing	1	1	1			3	3
Delivered Production							
*SDP	1	1	1			3	3
Sample data intended for illustration purposes only and are not meant to be representative of any rating. * Significant Delivered Production (SDP)							

**3.2.1 Subfactor 2.1: Analysis/Studies Experience**

- (a) The proposal shall summarize past efforts that document a minimum of five (5) valid prime contractor experiences for this subfactor in each of the cited technologies for a minimum of twenty (20) experiences: integrated circuits, boards/modules, subsystems/systems, and hardware/software systems.
- (b) The proposed experience for hardware/software systems must include an embedded software development.
- (c) The proposed experiences shall be from in-house resources identified in response to factor 1.
- (d) The proposed experiences shall be within some portion of the technical scope of the ATSP4 PWS
- (e) The proposal shall identify the place and period of performance for the summarized experience.
- (f) In order to be considered a valid experience, the proposed experiences must meet all the criteria listed above.
- (g) The proposal shall complete the experience matrix table as identified above.

**3.2.2 Subfactor 2.2: Integrated Circuit Development Experience**

- (a) The proposal shall summarize past efforts that document a minimum of ten (10) valid prime contractor experience for this subfactor in each of the development phases: design, simulation, integration, and testing including the production quantities and delivered quantities in years/numbers (including prime and non-prime production). No more than two (2) of the minimum (10) experiences can be production that results in FPGAs or related programmable devices.
- (b) For all of the integrated circuit development experiences identify the production quantities and delivered quantities in years/numbers (including prime and non-prime production).
- (c) The proposed experiences shall be from resources identified in response to factor 1.
- (d) The proposed experiences shall have resulted in delivered production.
- (e) The proposed experiences shall be within some portion of the technical scope of the ATSP4 PWS.
- (f) The proposal shall identify the place and period of performance for the summarized experience.
- (g) In order to be considered a valid experience, the proposed experiences must meet all the criteria listed above.

(h) The proposal shall complete the experience matrix table as identified above.

### **3.2.3 Subfactor 2.3: Board/Module Development Experience**

(a) The proposal shall summarize past efforts that document a minimum of ten (10) valid prime contractor experience for this subfactor in each of the development phases: design, simulation, integration, and testing including the production quantities and delivered quantities in years/numbers (including prime and non-prime production).

(b) For all of the board/module development experiences identify the production quantities and delivered quantities in years/numbers (including prime and non-prime production).

(c) The proposed experiences shall be from in-house resources identified in response to factor 1.

(d) The proposed experiences shall have resulted in delivered production.

(e) The proposed experiences shall be within some portion of the technical scope of the ATSP4 PWS.

(f) The proposal shall identify the place and period of performance for the summarized experience.

(g) In order to be considered a valid experience, the proposed experiences must meet all the criteria listed above.

(h) The proposal shall complete the experience matrix table as identified above.

### **3.2.4 Subfactor 2.4: Subsystem/Systems Development Experience**

(a) The proposal shall summarize past efforts that document a minimum of ten (10) valid prime contractor experience for this subfactor in each of the development phases: design, prototyping, integration, testing, and production including the production quantities and delivered quantities in years/numbers (only prime production).

(b) For all of the subsystem/system development experiences identify the production quantities and delivered quantities in years/numbers (include only prime production).

(c) The proposed experiences shall be from in-house resources identified in response to factor 1.

(d) The proposed experiences shall have resulted in delivered production.

(e) The proposed experiences shall be within some portion of the technical scope of the ATSP4 PWS.

(f) The proposal shall identify the place and period of performance for the summarized experience.

(g) In order to be considered a valid experience, the proposed experiences must meet all the criteria listed above.

(h) The proposal shall complete the experience matrix table as identified above.

### **3.2.5 Subfactor 2.5: Hardware/Software System Development Experience**

(a) The proposal shall summarize past efforts that document a minimum of three (3) valid prime contractor experience for this subfactor in each of the development phases: design, prototyping, integration, testing, and production including the production quantities and delivered quantities in years/numbers (only prime production).

(b) For all of the hardware/software system development experiences identify the production quantities and delivered quantities in years/numbers (include only prime production).

- (c) The proposed experiences shall be from in-house resources identified in response to factor 1.
- (d) The proposed experiences shall have resulted in delivered production.
- (e) The proposed experiences shall be within some portion of the technical scope of the ATSP4 PWS.
- (f) The proposal shall identify the place and period of performance for the summarized experience.
- (g) In order to be considered a valid experience, the proposed experiences must meet all the criteria listed above.
- (h) The proposal shall complete the experience matrix table as identified above.

#### **4.0 VOLUME 2 – MANAGEMENT VOLUME**

##### **4.1 Factor 3: Management**

- (a) Proposals are limited to a combined total of 20 pages for the Management factor and subfactors, unless otherwise noted.
- (b) Specifically address the following evaluation sub-factors:
  - (1) Subfactor 3.1: Program Organization
  - (2) Subfactor 3.2: Task Implementation Approach and Solicitation Example Task (SET)
  - (3) Subfactor 3.3: Small Business Utilization

##### **4.1.1 Subfactor 3.1: Program Organization**

- (a) The proposal shall demonstrate a complete, flexible, cost effective and efficient program organization which corresponds to the technical resources proposed in factor 1. The program organization should minimize the layers of management and have a short chain of command.
- (b) The proposal shall include an organization chart detailing the position of the ATSP4 program office as it relates to the overall corporate structure.
- (c) The proposal shall describe the lines of corporate authority necessary to obtain and manage task resources, to obtain contractual document signature, and which connect the contracts personnel with the program/technical personnel.
- (d) The proposal shall describe the role and authority of the program manager. The program manager shall have clear and appropriate lines of authority and responsibility to obtain and manage task resources.
- (e) The proposal shall describe how performing resources proposed in factor 1 are selected and managed for each task. The proposal shall describe the relative economic relationships between each of the entities, including distribution of sales and profit.
- (f) The proposal shall describe the program organization's business development methods.
- (g) The proposal shall describe how the program organization manages the normal problems that are associated with programs of this nature with regard to risk.

(h) Offeror's electing to team with other companies shall provide clear delineation of responsibilities and authority among the companies and shall show the capability of the offeror/prime contractor to provide adequate management oversight of and direction to team members.

#### **4.1.2 Subfactor 3.2: Task Implementation Approach and Solicitation Example Task (SET)**

(a) Task Implementation Approach.

(1) The proposal shall demonstrate a sound task implementation approach/process that is complete, flexible, cost effective and efficient. The approach/process shall fit the program organization proposed and be capable of meeting all program requirements with a minimum of risk to the government.

(2) The proposal shall describe the steps necessary to process a new opportunity through award of a task order, to include the necessary timeframes for each step.

(3) The proposal shall identify who is responsible for proposals, negotiations and final approval/commitment of the offeror.

(4) The proposal shall identify the time frames required to achieve each step in the process and clearly show the plan will minimize the time and effort required to process a task order.

(5) The proposal shall describe a normal proposal preparation process that is achievable within the cited allotment of days (reference 52.216-9000(m)).

(b) Solicitation Example Task (SET).

(1) The solicitation example task (SET) provides the offeror a framework to demonstrate a technical and management proposal with an associated matching cost proposal. The activities of the SET are not intended to be technically performed and are solely for proposal and evaluation purposes.

(2) Based on the provided SET, the proposal shall describe the technical and management approach for achieving the SET goals.

(3) The offeror's response to the SET shall provide a brief description that demonstrates an understanding of each element of the SET example requirements.

(4) The proposal shall include proposed performing organization(s) including the relationship of the performing organization to the prime, labor categories and labor hours, and any other direct costs (subcontracts, consolidated bill of materials, travel, etc.). Provide a rationale for estimate for the labor hours, however, a full basis of estimate is not required so long as an understandable, complete, and practical WBS is provided. Provide a cost/price analysis establishing the reasonableness of each of the proposed subcontracts.

(5) The proposal shall provide the SET technical and management proposal as Volume 5.

(6) The cost proposal shall be provided in an interactive (with formulas) Microsoft Excel spreadsheet. Please refer to IFPP 6.1(b) for further instructions regarding the preparation of the cost proposal.

(7) The SET follows this paragraph and includes an Example Request for Proposal, Example Requirements, and Example Requirements Attachment.

SOLICITATION EXAMPLE TASK  
 EXAMPLE REQUEST FOR PROPOSAL



**DEFENSE MICROELECTRONICS ACTIVITY**  
 4234 54<sup>TH</sup> STREET  
 MCCLELLAN, CALIFORNIA 95652-2100

MEMORANDUM FOR: Prospective Offeror  
 ATTN: [Offeror name], [Offeror title]  
 E-mail: \_\_\_\_\_@\_\_\_\_\_  
 Tel: (\_\_\_\_)\_\_\_\_-\_\_\_\_\_  
 Fax: (\_\_\_\_)\_\_\_\_-\_\_\_\_\_

FROM: DMEA/MEEB-Contracting  
 Attn: ATSP4 Contracting Officer  
 4234 54<sup>TH</sup> Street  
 McClellan, CA 95652-2100

SUBJECT: Request for Proposal, Solicitation Example Task (SET)  
 Data Transfer Device Prototype Development

1. Attached, please find SET dated 1 April 2015 for your review.
2. Please prepare a cost plus fixed fee (CPFF) price proposal in accordance with provision 52.216-9000 of ATSP4 solicitation HQ0727-15-R-0001.
  - a. FPRA and FPRR rates are preferred (reference 52.216-9000(f)(1)).
  - b. For the purposes of the evaluation, the following hypothetical information is provided in order to establish an appropriate fee proposing ranges, in accordance with 52.215-9000.

For the purposes of providing a cost proposal for the SET, please assume that the AFPA assigned for the current ordering period option from the prior performance evaluation period is:  
 0.51%

Therefore, please propose a fee rate for the task within the following fee range:  
 0% - 9.51%

Using the Weighted Guidelines Methodology outlined in DFARS 215.404-71, the Government will use the following ranges and normal values for the performance risk calculation:

Range	Min	Max	Normal Value
Standard	3.51%	7%	5.51%
Technology Incentive	7.51%	11%	9.51%

- b. Submit subcontractor information in accordance with FAR 15.404-3 and DFARS 215.404-3 (reference 52.216-9000(j) and 52.216-9000(m)(3)).
- c. Include a technical data certification with your proposal (reference 52.216-9000(j)) *[Not required or evaluated for the SET]*

- d. Include an electronic spreadsheet concurrently with your proposal (reference 52.216-9000(m)(4)).
  - e. Include a Proposal Adequacy Checklist, if applicable, in accordance with DFARS 252.215-7009 (March 2013). *[Not required or evaluated for the SET]*
  - f. Identify technical data or computer software to be furnished with restrictions (reference 52.216-9000(o) and 52.216-9000(p)). The proposal's technical volume shall include a discussion on how the proposed technical data or computer software assertions in the 52.216-9000(o) table will meet the Government's desire for optimal flexibility on future procurements.
  - g. Address any export control issues. DFARS 252.225-7048 (June 2013) applies.
  - h. Identify delivery of hazardous materials (reference FAR Subpart 23.3).
  - i. Identify items to be delivered with a unique item identification (reference DFARS 252.211-7003).
  - j. The following clauses apply to the resultant task order:
    - 52.237-9001 Contractor Manpower Reporting Application
  - k. In accordance with DFARS PGI 245.103-72, if GFP is anticipated, complete and submit the required information with your proposal using the attached Scheduled Government Furnished Property (SGFP) and Requisitioned Government Furnished Property (RGFP) forms.
3. Please provide the proposal as Volume 5, as indicated in Section L of the RFP.
4. For additional information, contact the undersigned via e-mail at [atp4ss@dmea.osd.mil](mailto:atp4ss@dmea.osd.mil).

// SIGNED //

ATSP4 SOURCE SELECTION PCO  
Contracting Officer

4ATCH

Cost Example Task, DMEA 15-000 (8 pages)

Data Transfer Device Requirements Document (2 pages)

Scheduled Government Furnished Property (SGFP) Form (1 page) - *Not included for SET*

Requisitioned Government Furnished Property (RGFP) Form (1 page) - *Not included for SET*

cc: [atp4ss@dmea.osd.mil](mailto:atp4ss@dmea.osd.mil)

SOLICITATION EXAMPLE TASK  
EXAMPLE REQUIREMENTS

Data Transfer Device Prototype Development  
DMEA 15-000  
1 April 2015  
DMEA Project Engineer, DMEA COR, (000)000-0000

**1.0 SCOPE:**

**1.1 TITLE:** Data Transfer Device Prototype Development

**1.2 APPLICABILITY:** *Not included for SET*

**1.3 BACKGROUND:** *Not included for SET*

**1.4 PURPOSE:** The purpose of this task is to develop, fabricate, test and deliver prototype Data Transfer Devices (DTD).

NOTE: The information described within paragraphs 1.0 through 1.4 above is given for information only and has no contractual effect.

**2.0 REFERENCED DOCUMENTS:**

Requirements Document for Data Transfer Device, 19 November 2014 (attached)  
PCMCIA Specification  
USB 2.0 Specification

**2.1 GOVERNMENT DOCUMENTS:** None.

**2.2 OTHER DOCUMENTS:** None.

**2.3 GOVERNMENT FURNISHED EQUIPMENT (GFE):** None.

**2.4 GOVERNMENT FURNISHED INFORMATION (GFI):** None

**2.5 GOVERNMENT FURNISHED FACILITIES/ACCESS (GFF/A):** None.

**3.0 REQUIREMENTS:**

**3.1 GENERAL REQUIREMENTS:**

**3.1.1 Travel:** The contractor may be required to travel to accomplish this requirement. Negotiated travel is considered acceptable upon delivery order award. Additional/changed travel requiring an increase in delivery order funding shall be forwarded to the PCO for processing a delivery order modification prior to travel. If an increase in delivery order funding is not required, the contractor shall notify the DMEA Project Engineer/customer, in writing, of additional/changed travel. Additional/changed travel shall be briefed at DMEA Program Management Reviews (PMRs).

**3.1.2 Notification of Rights:** The contractor shall identify and receive written government approval from the Administrative Contracting Officer (ACO) prior to committing to the use of any privately developed items, components, processes, computer software, and/or technical data which they:

- (i) intend to deliver with Limited Rights
- (ii) intend to deliver with Government Purpose Rights

- (iii) intend to deliver with Restricted Rights
- (iv) have not yet determined if such rights should apply.

**3.1.3 Disposition of Excess Material and Contractor-Acquired Property (CAP):** At the completion of this task, the contractor shall identify and receive written disposition instructions from the Administrative Contracting Officer (ACO) for all excess material and CAP. (A003 - *Not included for SET*)

**3.2 PROGRAM MANAGEMENT:** The contractor shall perform administrative, technical, and financial management functions during the course of this effort and shall maintain a status of their effort towards achieving the CET objectives, including all technical activities and efforts, problems/deficiencies, impacts, and recommended solutions. (A001)

**3.2.1 Technical Interchange Meetings (TIMs):** The contractor shall conduct TIMs as necessary in the performance of this task. The TIM with the contractor shall be scheduled when there is need for technical interchange between the government and the contractor. The content of the meeting can include the discussion of any information that has impact upon the task activities, including documentation contents or format. (A002)

### **3.3 ENGINEERING REQUIREMENTS:**

**3.3.1 Design:** The contractor shall design a DTD in accordance with the Requirements Document for Data Transfer Device. The contractor shall document the design and report the results in a technical report. (A004)

**3.3.2 Prototype Fabrication and Assembly:** The contractor shall fabricate and assemble five (5) DTD prototypes.

**3.3.3 Testing:** The contractor shall test the prototype DTDs. The contractor shall report the test results for five (5) prototypes in a technical report. (A005)

**3.3.4 Prototype Delivery:** *Not included for SET*

**3.4 PROGRAM SUMMARY:** The contractor shall summarize all work accomplished under this CET, including significant technical accomplishments, problems encountered, solutions implemented, recommendations for improvement, and a comparison of planned schedules and costs with final performance. (A006)

**4.0 DATA ITEMS:** The following CDRLs apply to this delivery order and shall be submitted as described below. Indicate on the cover of all delivered data the contract number, task order number, SET number, SET title, and the current DMEA Project Engineer name and office symbol.

1.	Sequence Number	A001
2.	Title	Status Report
3.	Subtitle	Monthly Status Report
4.	Authority	DI-MGMT-80368A
5.	Contract Reference	Para. 3.2
6.	Requiring Office	DMEA COR
7.	DD 250 Req	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	D
10.	Frequency	Monthly
11.	As of	For cost data, information presented shall be as of the contractor's normal financial month end-date. For all other data, information presented shall be as of the end of the calendar month.
12.	Date of First Submission	10 days after the first full month of performance
13.	Date of Subsequent Submission	10 <sup>th</sup> calendar day of each month
14.	Distribution	See: 4.1 Distribution List
15.	Total	See: 4.1 Distribution List
16.	Remarks	Contractor format is acceptable. Include in the report a table/log of additional/changed travel. Block 9: Mark all CDRL items with the distribution statement as shown above in Block 9 and with the following additional statement: "The U.S. Government retains unlimited data/computer software rights to this item."

1.	Sequence Number	A002
2.	Title	Conference Minutes
3.	Subtitle	TIM Minutes (Tech Meetings)
4.	Authority	DI-ADMN-81250A
5.	Contract Reference	Para. 3.2.1
6.	Requiring Office	DMEA/MEAD
7.	DD 250 Req	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	D
10.	Frequency	ASREQ
11.	As of	N/A
12.	Date of First Submission	10 calendar days after TIM
13.	Date of Subsequent Submission	N/A
14.	Distribution	See: 4.1 Distribution List
15.	Total	See: 4.1 Distribution List
16.	Remarks	Contractor format is acceptable. Include presentation materials in the TIM minutes. Block 9: Mark all CDRL items with the distribution statement as shown above in Block 9 and with the following additional statement: "The U.S. Government retains unlimited data/computer software rights to this item."

## A003 - Not included for SET

1.	Sequence Number	A004
2.	Title	Technical Report
3.	Subtitle	Design Report
4.	Authority	DI-MISC-80508B
5.	Contract Reference	Para. 3.3.1
6.	Requiring Office	DMEA COR
7.	DD 250 Req.	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	D
10.	Frequency	OTIME
11.	As of	N/A
12.	Date of First Submission	One month after receipt of order (ARO)
13.	Date of Subsequent Submission	N/A
14.	Distribution	See 4.1 Distribution List
15.	Total	See 4.1 Distribution List
16.	Remarks	Contractor format is acceptable. Block 9: Mark all CDRL items with the distribution statement as shown above in Block 9 and with the following additional statement: "The U.S. Government retains unlimited data/computer software rights to this item."

1.	Sequence Number	A005
2.	Title	Technical Report
3.	Subtitle	Prototype Testing Report
4.	Authority	DI-MISC-80508B
5.	Contract Reference	Para. 3.3.3
6.	Requiring Office	DMEA COR
7.	DD 250 Req.	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	D
10.	Frequency	OTIME
11.	As of	N/A
12.	Date of First Submission	
13.	Date of Subsequent Submission	N/A
14.	Distribution	See: 4.1 Distribution List
15.	Total	See: 4.1 Distribution List
16.	Remarks	Contractor format is acceptable. Block 9: Mark all CDRL items with the distribution statement as shown above in Block 9 and with the following additional statement: "The U.S. Government retains unlimited data/computer software rights to this item."

1.	Sequence Number	A006
2.	Title	Technical Report - Study/Services
3.	Subtitle	Final Report
4.	Authority	DI-MISC-80508B
5.	Contract Reference	Para. 3.3.4, 3.4
6.	Requiring Office	DMEA COR
7.	DD 250 Req.	DD
8.	App Code	N/A
9.	Distribution Statement Req'd	D
10.	Frequency	OTIME
11.	As of	N/A
12.	Date of First Submission	10 days prior to the end of the period of performance indicated in the delivery order
13.	Date of Subsequent Submission	N/A
14.	Distribution	See: 4.1 Distribution List
15.	Total	See: 4.1 Distribution List
16.	Remarks	Contractor format is acceptable. Block 9: Mark all CDRL items with the distribution statement as shown above in Block 9 and with the following additional statement: "The U.S. Government retains unlimited data/computer software rights to this item."

**4.1 DISTRIBUTION LIST:** The contractor shall deliver electronic copies via e-mail in Microsoft Office products or in Adobe PDF format to the address indicated. The subject block shall contain the contract number, task order number, SET number, CDRL title, and date.

<b>Code</b>	<b>Copies (regular/reproducible/electronic)</b>	<b>Address</b>
DMEA COR	All deliverables: 0/0/1 *Classified Data	<i>Not included for SET</i>
Client POC	All deliverables: 0/0/1 *Classified Data	<i>Not included for SET</i>
DMEA ATSP Office	Monthly Status Report: 0/0/1 Meeting Minutes: 0/0/1 Final Report: 0/0/1 *Classified Data	<i>Not included for SET</i>
DMEA PCO	All deliverables: 0/0/1 *Classified Data	<i>Not included for SET</i>
ACO	All deliverables: 0/0/1 *Classified Data	<i>Not included for SET</i>
<p>* If this task involves classified data, the contractor shall deliver classified data in an appropriate manner to only those recipients specifically indicated in the distribution list below. For all other recipients, the contractor shall send only a cover letter in lieu of the classified data. The contractor shall ensure the security of unclassified DoD information on non-DoD information systems in accordance with DoDI 8582.01, 6 Jun 2012.</p>		

**5.0 ENGINEERING TECHNICAL POINTS OF CONTACT:**

DMEA Project Engineer: <i>Not included for SET</i> Voice: <i>Not included for SET</i> Fax: <i>Not included for SET</i> E-Mail: <i>Not included for SET</i>	Client Point of Contact: <i>Not included for SET</i> <i>Not included for SET</i> Voice: <i>Not included for SET</i> E-Mail: <i>Not included for SET</i>
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SOLICITATION EXAMPLE TASK  
EXAMPLE REQUIREMENTS ATTACHMENT FROM PARA 2.0  
REQUIREMENTS DOCUMENT  
FOR  
*Data Transfer Device*  
19 November 2014

## 1. Introduction

The Data Transfer Device (DTD) is a PCMCIA data storage card used to transfer data from the planning computers to a legacy system computer. The acronym PCMCIA stands for Personal Computer Memory Card International Association, the organization that established the memory device standards. The PCMCIA was developed and used extensively in the early 1990s. However, it is a now defunct interface that is seldom found on modern laptop computers. As new laptop computers are used for planning, the PCMCIA interface is no longer available.

The Defense Microelectronics Activity (DMEA) has been tasked to develop a DTD replacement that will interface to modern computers.

## 2. General Description of Operational Capability

The DTD functions as a storage device for transferring data from laptop computers to a legacy system computer. The current PCMCIA cards have a maximum storage capacity of 85M and the computer file system is FAT16. The NAV data is compressed in the .zip format and loaded on the DTD, then unzipped at the aircraft.

## 3. General Description of Functional Requirements

Replace the legacy PCMCIA type DTD with new design that shall interface directly to a modern laptop. The new device shall retain the PCMCIA interface such that no modification to the legacy system computer is required. The interface to the laptop shall be compatible with WIN7.

The new device shall increase the memory to a minimum of 4GB. The device shall be similar in size to the existing PCMCIA Type II card, but may vary slightly. Industrial grade components rated from -40°C to +85°C shall be selected.

IA requirements are *Not included for SET*

Environmental requirements are *Not included for SET*

## 4. Specific Requirements

### DTD Hardware

- The PCMCIA Replacement Device shall be portable and compatible with virtually all modern PC laptops, desktops, tablets, and netbook computers.
- Retain a PCMCIA interface (68 Pin) on the DTD such that it can interface directly to the legacy system computer.
- The new design shall consist of Non-Development Item (NDI) technology.
- Industrial Grade components (Temp range T-40°C to +85°C).
- Minimum 4GB memory.
- Modular design.
- Robust processor to allow for substantial growth.
- DMEA recommends.
  - ARM Cortex-M3/M4 Microcontroller
  - 32-Bit
  - Widely used in industry
  - High performance
  - Multiple features (USB/SD/SDIO/UART/I2C....)

DTD S/W

- Compatible with legacy computers.
- Compatible with Win7 device drivers.
- Legacy system computer must recognize file structures and formats.

DTD Mechanical

- External dimensions shall not exceed 8.5cm x 7.5cm x 2.5cm, not including connectors.
- Legacy system computer interface shall remain as PCMCIA Type-II using two rows of 34 sockets, edge connector 3.3mm thick.
- Card thickness at PCMCIA end 5.0mm.
- DMEA recommends USB type B Female Right Angle PCB Mount for interface.

DTD Cable

- Cable to be USB Type A Male to USB Type B Male.

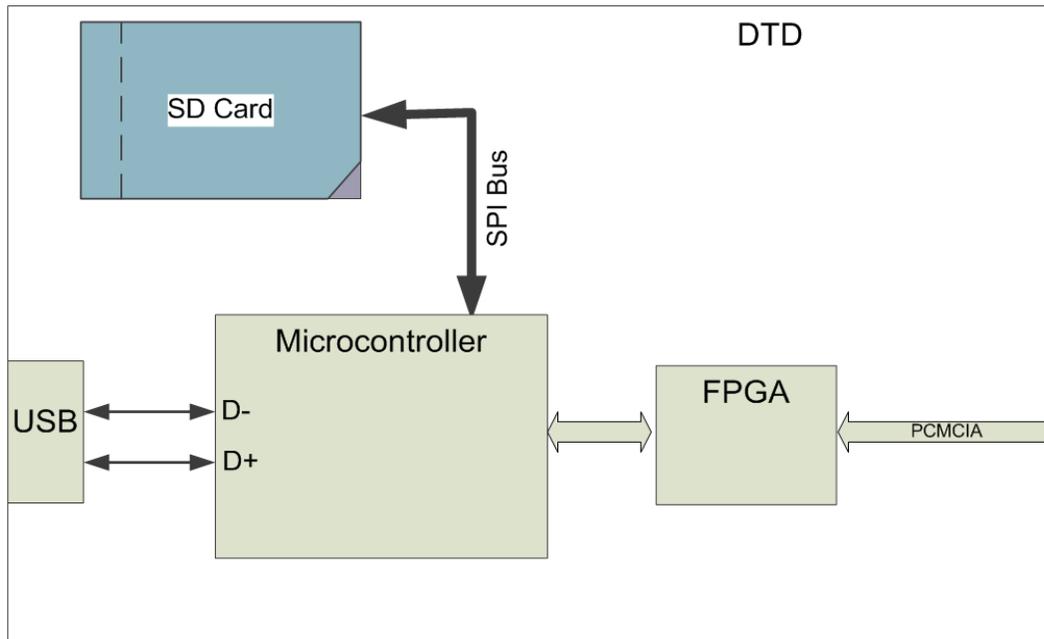
DTD Environmental

- Operate from -40°C to +85°C
- *Not included for SET*
  1. Drop
  2. Vibration
  3. Humidity
  4. Altitude
  5. Rain

DTD EMI/EMC

- *Not included for SET*

DTD Recommended Block Diagram:



#### 4.1.3 Subfactor 3.3: Small Business Utilization

(a) Collection and Reporting.

The proposal shall describe the process and systems used for how the subcontracting dollars for each small business category will be collected and reported to the DMEA Contracting Office on a monthly basis.

(b) Small Business Utilization

(1) The proposal shall identify, in terms of percentage of the total acquisition, the extent of work the offeror will perform as the prime contractor.

(2) The proposal shall identify, in terms of percentage of the total acquisition, the extent of participation of small businesses to include small businesses, small disadvantaged businesses, HUB Zone small businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran-owned small businesses in performance of the contract. The small business participation goals for ATSP4 are as follows:

Total Small Business – 5.00%  
Small Disadvantaged Business – 1.00%  
HUB Zone – 0.25%  
Women-Owned – 1.00%  
Veteran-Owned – 1.00%  
Service-Disabled Veteran-Owned – 0.50%

(3) The proposal shall identify the plan to achieve the proposed small business participation goal percentages. If the proposed goals do not meet the above ATSP4 small business participation goal percentages, the proposal shall include a detailed justification for the proposed goals along with the offeror's plan of action to improve the small business participation to meet the ATSP4 small business participation goals.

(4) The proposed approach shall describe the nature and extent of participation of small business and outline the process to manage, implement, and integrate the entire team to ensure successful performance of contract requirements.

(5) The offeror's small business subcontracting plan shall detail the commitment/targets for the participation of small, veteran-owned, service-disabled veteran owned, disadvantaged, HUB Zone, and women-owned small business. (Not applicable for small businesses).

(6) The total dollars planned for small businesses, other than those of a small business prime, by definition, are equal under the participation plan and subcontracting plan.

(7) This subfactor applies to small business offerors (such offerors may count the percentage of work they perform themselves toward the small business utilization percentage).

(c) Small Business Subcontracting Plan (Not applicable for small businesses).

(1) The offeror shall provide a Small Business Subcontracting Plan in accordance with clause 52.219-9. The proposal shall provide the Small Business Subcontracting Plan in Volume 6.

(2) The Small Business Subcontracting Plan has no page limitations.

**5.0 VOLUME 3 – PAST PERFORMANCE VOLUME**

**5.1 Factor 4: Past Performance**

(a) This volume shall provide information on the prime offeror’s performance under prior Government contracts considered relevant by the offeror. Each offeror shall submit a past performance volume containing performance history information in accordance with the below requirements, including history of small business utilization in accordance with FAR 15.304(c)(3)(ii). Only efforts performed for agencies of the Government shall be submitted. Offerors are cautioned that the Government will use data provided by each offeror in this volume as well as data obtained from other sources in the evaluation of past performance. In an effort to expedite the assessment of the past performance criteria, each prime offeror shall complete the ATSP4 Past Performance Questionnaire.

(b) While the Government may elect to consider data obtained from other sources, the burden of providing adequate data to determine performance risk rests with the offeror. The Government does not assume the duty to search for data to cure problems it finds in proposals. Proposals that do not contain the required information are subject to rejection by the Government. Offerors are cautioned that the DMEA will use data provided in this volume and data obtained from other government sources in the past performance rating.

(c) There is no page limit for this volume, but responses shall include the same experience as proposed in factor 2, plus up to ten additional relevant contractual efforts. For each non-classified effort identified, submit a completed ATSP4 Past Performance Questionnaire or a reasonable facsimile. Do not submit questionnaires for classified performance.

ATSP4 PERFORMANCE RISK ASSESSMENT QUESTIONNAIRE (To be completed by the offeror )
1. Contract Number: _____
2. Contractor (Name, Address and Zip Code):  
3. Type of Contract: Negotiated _____ Sealed Bid _____ Fixed Price _____ Cost Reimbursement _____ Hybrid (explain) _____
4. Complexity of Work: Difficult _____ Routine _____
Description, location: & relevancy of work    
6. Contract Dollar Value: _____ Status: Active _____ Complete _____
7. Date of Award: _____ Contract Completion Date (including extensions): _____

8. Were subcontracting goals met? Provide DCMA Form 640, if available.

9. Name, Address, Tel. No. & e-mail of the Procuring Contracting Officer and/or the Contracting Officer's Representative (COR) (and other references, e.g., Administrative Contracting Officer, if applicable):

## 6.0 VOLUME 4 – COST/PRICE VOLUME

### 6.1 Factor 5: Cost/Price

(a) There is no page limit for this volume. Instructions for cost/price proposal are designed to provide a uniform format for submission of cost or pricing data fitting the pricing arrangements prescribed. The DMEA needs this data in order to evaluate cost reasonableness, realism, and completeness. Compliance with these instructions is mandatory and failure to comply may result in the rejection of your proposal. All information relating to labor rates or fee percentages must be included in the section of the proposal designated as the cost/price volume. Data beyond that required by these instructions shall not be submitted unless it is considered essential to fully support your cost/price position.

(b) Solicitation Example Task (SET).

(1) The SET proposal instructions are included within the SET RFP in Section J. The ground rules and assumptions (e.g. contract type, fee percentage ranges, etc.) of the prospective SET are provided in the appropriate sections of the SET RFP package. The SET's fee normal values and ranges are provided for hypothetical calculation purposes. For justifications of deviations away from the normal fee values, see DFARS 215.404-71.

(2) The cost proposal shall be provided in an interactive (with formulas) Microsoft Excel spreadsheet.

(3) (For reference - from subfactor 3.2) *The solicitation example task (SET) provides the offeror a framework to demonstrate a technical and management proposal with an associated matching cost proposal. The activities of the SET are not intended to be technically performed and are solely for proposal and evaluation purposes. Based on the provided SET, the proposal shall describe the technical and management approach for achieving the SET goals. The offeror's response to the SET shall provide a brief description that demonstrates an understanding of each element of the SET example requirements. The proposal shall include proposed*

*performing organization(s) including the relationship of the performing organization to the prime, labor categories and labor hours, and any other direct costs (subcontracts, consolidated bill of materials, travel, etc.). Provide a rationale for estimate for the labor hours., however, a full basis of estimate is not required so long as an understandable, complete, and practical WBS is provided. Provide a cost/price analysis establishing the reasonableness of each of the proposed subcontracts. The proposal shall provide the SET technical and management proposal as Volume 5. The cost proposal shall be provided in an interactive (with formulas) Microsoft Excel spreadsheet. Please refer to IFPP 6.1(b) for further instructions regarding the preparation of the cost proposal.*

(c) Rates and Business Systems. Along with your cost proposal for the SET, detail the following rates and business systems that apply and were used to develop the SET proposal:

(1) Accounting System: The proposal shall indicate whether the offeror has Government approval of the offeror's accounting system and, if so, provide evidence of such approval. Also, the proposal shall identify any deviation from the offeror's standard procedures in preparing this proposal.

(2) Estimating System: The proposal shall provide a summary description of the offeror's standard estimating system or methods. The summary description shall cover separately each major cost element (e.g. Direct Material, Engineering Labor, Manufacturing Labor, Indirect Costs, Other Direct Costs, Overhead, G&A, etc.). Also, the proposal shall identify any deviations from the offeror's standard estimating procedures in preparing this proposal volume. The proposal shall indicate whether the offeror has Government approval of the offeror's system, and if so, provide evidence of such approval.

(3) Purchasing System: The proposal shall indicate whether the offeror has Government approval of the offeror's purchasing system and, if so, provide evidence of such approval. Also, the proposal shall identify any deviation from the offeror's standard procedures in preparing this proposal.

(4) Disclosures: The proposal shall provide a copy of the most recent Cost Accounting Standard (CAS) Disclosure and DCMA's written determination of adequacy of CAS Disclosure statements.

(5) Rates: If available, the offeror shall provide a copy of its most recent forward pricing rate agreement (FPRA), forward pricing rate proposal (FPRP), cost estimating relationship (CER) manuals, pricing bulletins, and any other documentation necessary to show how offeror's basis, factors and numbers in its proposal were derived. The offeror shall provide a recent history (within 5 years) of the FPRP submissions and FPRAs, if any. If no FPRP or FPRAs are provided with the proposal, DMEA will assume that the offeror has not had or submitted either. If FPRP/FPRA information is not available, the offeror shall provide evidence as to how pricing is developed for tasks.

(d) Administration. The proposal shall provide the addresses of the cognizant Defense Contract Management Agency (DCMA) administration office and Defense Contract Audit Agency (DCAA) office. Provide the names, phone numbers, and e-mail addresses of the cognizant DCMA ACO, Divisional Administrative Contracting Officer (DACO), and Corporate Administrative Contracting Officer (CACO).

## **7.0 VOLUME 5 – SOLICITATION EXAMPLE TASK (SET) TECHNICAL AND MANAGEMENT PROPOSAL VOLUME**

(a) The SET technical and management proposals are limited to a combined total of 10 pages.

(b) Based on IFPP 4.1.2(b), provide the SET technical and management proposal as volume 5.

(c) For further instructions on preparation of this volume, refer back to IFPP 4.1.2(b).

(d) The format of the SET technical and management proposal shall follow the instructions as identified in IFPP 2.0 (b) and (c).

### **8.0 VOLUME 6 – CONTRACT DOCUMENTATION VOLUME**

(a) There is no page limit for this volume.

(b) Small Business Subcontracting Plan.

(1) Based on IFPP 4.1.3(c), provide the Small Business Subcontracting Plan proposal in Volume 6.

(2) For further instructions on preparation of this volume, refer back to IFPP 4.1.3(c).

(3) The format of the Small Business Subcontracting Plan shall follow the instructions as identified in IFPP 2.0(b) and (c).

(4) The Small Business Subcontracting Plan has no page limitations.

(c) Standard Form 33 (SF33).

(1) The offeror must complete the front page of the solicitation, the SF33.

(2) The offeror must fill in blocks 12 through 18.

(d) Section K – Representations, Certifications, and other Statements of Offerors.

(1) The offeror must complete the listed provisions in Section K of the proposal.

(2) All provisions should be certified and submitted as a part of volume 6.

(e) Exceptions to Solicitation.

(1) If necessary, the offeror may provide any exceptions to the solicitation. For each exception, the offeror must provide the exact location within the RFP that applies to the exception.

(2) The exceptions to solicitation have no page limitation.

(3) The format of the exceptions to solicitation shall follow the instructions as identified in IFPP 2.0 (b) and (c).

(f) Organizational Conflict of Interest (OCI) Notices.

(1) FutureWorld Technologies Inc. (FWT) provides information technology (IT) support and system administration. FWT manages contract administration software and limited users have access to all source selection information. FWT has executed a non-disclosure agreement.

(2) James Dininger is a full-time Intergovernmental Personnel Act (IPA) employee to DMEA via Potomac Institute for Policy Studies and will be a key advisor during the source selection and will have access to proposal files, except for past performance information. Mr. Dininger signed a source selection participation agreement / non-disclosure agreement.

(3) Identify any offeror OCI issues and provide a mitigation plan per 52.209-9000.

(4) The OCI Issues and Mitigation Plan has no page limitation.

(5) The format of the OCI Issues and Mitigation Plan shall follow the instructions as identified in IFPP 2.0 (b) and (c).

(g) DCMA Form 640 – DCMA Review Of Contractor’s Subcontracting Program.

(1) Based on IFPP 5.1(c), ATSP4 Performance Risk Assessment Questionnaire, provide DCMA Form 640, DCMA Review Of Contractor’s Subcontracting Program if available.

(2) The DCMA Form 640 shall be provided as a part of volume 6.

(3) If the form is not available, please indicate such response in the IFPP 5.1(c), ATSP4 Performance Risk Assessment Questionnaire.

(h) Teaming/Subcontractor Agreements

(1) Based on IFPP 4.1.1(h), please provide a copy of any applicable teaming or subcontracting agreements.

(2) There is no page limitation for the teaming or subcontracting agreements.

## Section M - Evaluation Factors for Award

### BASIS FOR AWARD - EVAL FACTORS

#### **BASIS FOR AWARD / EVALUATION FACTORS FOR AWARD (BFA/EFFA)**

##### **1.0 GENERAL CONSIDERATIONS**

(a) The Procuring Contracting Officer (PCO) is the sole point of contact for this acquisition. Offerors are prohibited from engaging in discourse with the DMEA technical personnel regarding this RFP. Offerors shall address any questions or concerns regarding this acquisition to the PCO. Written requests for clarification may be sent to the PCO at the address located in the model contract/solicitation or with email to [ATSP4ss@dmea.osd.mil](mailto:ATSP4ss@dmea.osd.mil). Questions and comments will be addressed via the ATSP4SS web page, [www.dmea.osd.mil/atsp4ss](http://www.dmea.osd.mil/atsp4ss), with the offerors identity removed. Most questions and comments will be generalized to apply to a broader audience.

(b) DMEA will consider each offeror's adherence to the terms and conditions specified by DMEA in the Request For Proposal (RFP). The DMEA will consider the adequacy and the consistency of the information provided in the offeror's proposal with respect to what is requested in the attached "Instructions for Preparation of Proposals (IFPP)". The DMEA reserves its right to conduct a Pre-Award survey as part of the basis for contract award. Teaming and subcontracting arrangements will be evaluated to determine whether such arrangements affect the risk to DMEA.

##### **2.0 BASIC PRINCIPLES**

The ATSP4 prime contractors are expected to have a significant technical role in all task orders issued under the ATSP4 contract. The results of the DMEA risk analysis have been used to develop the evaluation criteria. The DMEA has determined that offerors who possess the technical resources and capability to utilize these resources significantly mitigate risk. Therefore, the DMEA is strongly interested in the resources, capability and program organization of the prime offeror. The prime offeror is the entity with which the DMEA could have a resulting contract. As such, the prime would be held fully responsible for the contract performance, regardless of any arrangements between the prime offeror and its proposed subcontractors, team members, vendors or other associates. In addition, the in-house experience level of the prime offeror has a direct bearing on their ability to select, manage, and control any required subcontractors/team members. Therefore, the resources and experience of the prime offeror versus any proposed subcontractors/team members is an important part of the technical evaluation.

##### **3.0 DEFINITIONS**

(a) Evaluation Definitions – The following definitions will be used in the evaluation:

- (1) Strength – An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
- (2) Weakness – A flaw in the proposal that increases the risk of unsuccessful contract performance.
- (3) Significant Weakness – A flaw that appreciably increases the risk of unsuccessful contract performance.
- (4) 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.
- (5) Very Low Risk – Has almost no potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will very likely be able to overcome any difficulties with little to no effort.

(6) Low Risk – Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

(7) Moderate Risk – Can potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.

(8) High Risk – Is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

(b) Please see the additional definitions within Section L, Instruction for Proposal Preparation (IFPP) 1.2.

#### **4.0 EVALUATION CRITERIA AND BASIS FOR AWARD**

(a) This section outlines the evaluation criteria that the Government will consider in evaluating the offeror's capabilities and the proposals submitted in response to the ATSP4 solicitation. The Government will make the best value determination for this source selection using the tradeoff process. These evaluation criteria are intended to detail the scope of the evaluation to be performed on proposals submitted in response to the request for proposal (RFP). The result of the evaluation will be provided to the Source Selection Authority (SSA) for use in making a source selection decision in accordance with the paragraphs below. Offerors shall submit information in the format specified in Section L. Offerors may be asked, at the discretion of the Government, to provide additional information for clarification or discussions. However, the Government reserves the right to award this effort based on the initial proposal as received, without discussions. Therefore, the offeror's initial proposal should reflect its best effort.

(b) The evaluation criteria for this acquisition are delineated by factors and by subfactors. The factors to be applied in this evaluation are Technical Capability: Resources, Technical Capability: Experience, Management, Past Performance and Cost/Price. The Government will award to offerors it determines provides the best overall offer, based upon an integrated assessment of the following five (5) factors:

- (1) Factor 1: Technical Capability: Resources
- (2) Factor 2: Technical Capability: Experience
- (3) Factor 3: Management
- (4) Factor 4: Past Performance
- (5) Factor 5: Cost/Price

(c) The Technical Capability: Resources factor and the Technical Capability: Experience factor are the most important factors and are of approximately equal importance. The Technical Capability: Resources factor and Technical Capability: Experience factor are each more important than the Management factor. The Management factor is more important than the Past Performance factor. The Past Performance factor is more important than the Cost/Price factor. All non-cost evaluation factors, when combined, are significantly more important than the Cost/Price factor. Within each factor, all stated subfactors are of approximately equal importance. Subfactors are identified within each factor section. Factors and subfactors will be evaluated based on the assessed strengths, weaknesses, risks and deficiencies of each offeror's proposal.

(d) The Government anticipates 6 – 10 awards resulting from this solicitation; however, the Government reserves the right to make more, less, or no contract award at all. If the Government awards a contract, it will be awarded to the offeror(s) who is/are evaluated to represent the best value to the Government. Offerors must meet all solicitation

requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors and subfactors to be eligible for award. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award.

(e) While the Government Source Selection Evaluation Board (SSEB), Source Selection Advisory Council (SSAC), and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

(f) The Government will consider, throughout the evaluation, the "correction potential" of any weakness, significant weakness or deficiency. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an offeror's proposal does not meet the Government's requirements and is not considered correctable, the offeror may be eliminated from the competitive range.

**5.0 EVALUATION RATINGS**

(a) Factors that have subfactors will be rated at the subfactor level and an overall factor-level rating will not be assigned.

(b) Combined Technical/Risk Rating Evaluation. The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, and deficiencies in determining technical ratings. These ratings will apply to the Technical Capability: Resources, Technical Capability: Experience, and Management factors and subfactors. In order to achieve the technical/risk rating, the proposal must achieve at least all the mandatory characteristics identified for that rating. The combined technical/risk ratings will be based off the ratings listed in the table below.

<b>Combined Technical/Risk Ratings</b>	
<b>Rating</b>	<b>Description</b>
<b>BLUE (Outstanding)</b>	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.
<b>PURPLE (Good)</b>	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.
<b>GREEN (Acceptable)</b>	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.
<b>YELLOW (Marginal)</b>	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.
<b>RED (Unacceptable )</b>	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

(c) Past Performance Relevancy and Confidence Assessment Rating Evaluation. The Past Performance Team will conduct a structured past performance assessment that examines an offeror's relevant present and past work record to determine its ability to perform what is promised in the proposal. The past performance assessment will consider the number and severity of problems, the effectiveness of any corrective actions taken, and the offeror's overall work record and will be applied at the factor level. Potential sources of performance data are government sources such as tailored questionnaires and non-government sources that span beyond the proposal. There are two aspects of past performance that will be evaluated for this effort. The first aspect of the past performance evaluation is determining the relevancy of the past performance. An evaluation will be completed regarding recent efforts accomplished by the offeror and their relevancy to the ATSP4 effort. The criteria to establish what is recent and relevant is stated in the solicitation at Section L, IFPP 3.2(b), IFPP 3.2.1 through 3.2.5, and IFPP 5.1(c). The second aspect of the past performance evaluation is determining the Government's confidence assessment. An evaluation of

the past performance information will be completed in order to determine how confident the Government believes the offeror will be in performing the ATSP4 effort. Additionally, an evaluation of the history of small business utilization on previous contracts, as required by DFARS 215.305(a)(2), will be performed and will influence the past performance confidence assessment. The past performance relevancy and confidence assessment ratings will be based off the rating scale below.

<b>Past Performance Relevancy Ratings</b>	
Rating	Description
<b>VERY RELEVANT</b>	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
<b>RELEVANT</b>	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
<b>SOMEWHAT RELEVANT</b>	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
<b>NOT RELEVANT</b>	Present/past performance effort involved little to none of the scope and magnitude of effort and complexities this solicitation requires.

<b>Performance Confidence Assessments Ratings</b>	
Rating	Description
<b>SUBSTANTIAL CONFIDENCE</b>	Based on the offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
<b>SATISFACTORY CONFIDENCE</b>	Based on the offeror’s recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
<b>LIMITED CONFIDENCE</b>	Based on the offeror’s recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
<b>NO CONFIDENCE</b>	Based on the offeror’s recent/relevant performance record, the Government has no expectation that the offeror will successfully perform the required effort.
<b>UNKNOWN CONFIDENCE (NEUTRAL)</b>	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.

(d) Cost/Price Evaluation. A solicitation example task (SET) will be requested as a proposal volume. The Government will evaluate the SET proposal for completeness, reasonable, and cost realism. Cost/Price will not be rated or scored, but is to be considered in relationship to all non-cost/price factors in the final source selection decision. The Government will evaluate all direct and indirect costs as well as a review of the contractors’ business systems, Forward Pricing Rates, and rate stability. A determination of price reasonableness will be on the SET proposal.

**6.0 TECHNICAL FACTORS**

**6.1 Factor 1: Technical Capability: Resources**

(a) The offeror must demonstrate that sufficient Technical Capability: Resources are available for each of the DMEA mission based evaluation factors. Prime offerors may elect to team or subcontract with other companies to accomplish the PWS requirements. If teaming/subcontracting is proposed, the prime offeror shall provide adequate evidence of the agreement, if one exists, for the DMEA to determine the exact nature of the relationship. Paraphrasing the PWS will be unacceptable.

(b) The subfactors (all of approximately equal importance) to be evaluated in this item are the following:

- (1) Subfactor 1.1: Analysis/Studies Resources
- (2) Subfactor 1.2: Integrated Circuit Development Resources
- (3) Subfactor 1.3: Board/Module Development Resources
- (4) Subfactor 1.4: Subsystem/System Development Resources
- (5) Subfactor 1.5: Hardware/Software System Development Resources

#### **6.1.1 Subfactor 1.1: Analysis/Studies Resources**

- (a) The response must identify adequate resources to support all of the cited technologies. The response must identify the source of the resources for this subfactor (e.g. currently in-house, planned in-house, partnership/joint venture, team member, subcontractor, vendor, etc.).
- (b) The DMEA values currently in-house capabilities the most, however, these capabilities may be tempered with consideration of the quality and quantity for the source.
- (c) The response must demonstrate ability to provide technical oversight of and technical direction to all resources proposed for this subfactor.
- (d) The proposed teaming or subcontracting arrangements for ATSP4 shall be evaluated in accordance with the Management subfactor 3.1, Program Organization. Proposed resources that are evaluated as not in-house may increase the assessed risk of this subfactor.

#### **6.1.2 Subfactor 1.2: Integrated Circuit Development Resources**

- (a) The response must identify adequate resources to support all of the following development phases: design, simulation, fabrication, packaging/assembly, integration, and testing. The response must identify the source of the resources for this subfactor (e.g. currently in-house, planned in-house, partnership/joint venture, team member, subcontractor, vendor, etc.).
- (b) The DMEA values currently in-house capabilities the most, however, these capabilities may be tempered with consideration of the quality and quantity for the source.
- (c) The response must demonstrate ability to provide technical oversight of and technical direction to all resources proposed for this subfactor.
- (d) The proposed teaming or subcontracting arrangements for ATSP4 shall be evaluated in accordance with the Management subfactor 3.1, Program Organization. Proposed resources that are evaluated as not in-house may increase the assessed risk of this subfactor.

#### **6.1.3 Subfactor 1.3: Board/Module Development Resources**

- (a) The response must identify adequate resources to support all of the following development phases: design, simulation, fabrication, packaging/assembly, integration, and testing. The response must identify adequate resources (expertise, facilities and equipment) to support all of the cited development phases. The response must identify the source of the resources for this subfactor (e.g. currently in-house, planned in-house, partnership/joint venture, team member, subcontractor, vendor, etc.).
- (b) The DMEA values currently in-house capabilities the most, however, these capabilities may be tempered with consideration of the quality and quantity for the source.

(c) The response must demonstrate ability to provide technical oversight of and technical direction to all resources proposed for this subfactor.

(d) The proposed teaming or subcontracting arrangements for ATSP4 shall be evaluated in accordance with the Management subfactor 3.1, Program Organization. Proposed resources that are evaluated as not in-house may increase the assessed risk of this subfactor.

#### **6.1.4 Subfactor 1.4: Subsystem/System Development Resources**

(a) The response must identify adequate resources to support all of the following development phases: design, prototyping, integration, testing, and production. The response must identify adequate resources (expertise, facilities and equipment) to support all of the cited development phases. The response must identify the source of the resources for this subfactor (e.g. currently in-house, planned in-house, partnership/joint venture, team member, subcontractor, vendor, etc.).

(b) The DMEA values currently in-house capabilities the most, however, these capabilities may be tempered with consideration of the quality and quantity for the source.

(c) The response must demonstrate ability to provide technical oversight of and technical direction to all resources proposed for this subfactor.

(d) The proposed teaming or subcontracting arrangements for ATSP4 shall be evaluated in accordance with the Management subfactor 3.1, Program Organization. Proposed resources that are evaluated as not in-house may increase the assessed risk of this subfactor.

#### **6.1.5 Subfactor 1.5: Hardware/Software System Development Resources**

(a) The response must identify adequate resources to support all of the following development phases: design, prototyping, integration, testing, and production. The response must identify adequate resources (expertise, facilities and equipment) to support all of the cited development phases. The response must identify the source of the resources for this subfactor (e.g. currently in-house, planned in-house, partnership/joint venture, team member, subcontractor, vendor, etc.).

(b) The DMEA values currently in-house capabilities the most, however, these capabilities may be tempered with consideration of the quality and quantity for the source.

(c) The response must demonstrate ability to provide technical oversight of and technical direction to all resources proposed for this subfactor.

(d) The proposed teaming or subcontracting arrangements for ATSP4 shall be evaluated in accordance with the Management subfactor 3.1, Program Organization. Proposed resources that are evaluated as not in-house may increase the assessed risk of this subfactor.

#### **6.2 Factor 2: Technical Capability: Experience**

(a) The prime offeror's response must provide a summary of past efforts for each of the DMEA mission based evaluation subfactors. The summary must document that adequate technical capability; experience is possessed by the prime offeror. Due to the time sensitive nature of the DMEA mission, emphasis is placed on recent experience. No expiration date is applied, experience less than 5 years old is considered to be beneficial to the Government. Subfactors 2.2 through 2.5 involve experience in the various development phases. The successful outcome of development phases is production. Emphasis is placed on experience that successfully flows through the development phases, resulting in delivered production significant for the application. Experiences that are recent will have a positive effect on the technical/risk rating for subfactor 2.1. Experiences that successfully flow through

the development phases, resulting in significant delivered production and are recent will have a positive effect on the technical/risk rating for subfactors 2.2 through 2.5. ATSP4 prime contractors are expected to have a significant technical role in all task orders issued under the ATSP4 contract. As a result, emphasis is placed on experience of the prime offeror in the role of technical performer. Summarize only efforts performed by the prime offeror that are directly related to the evaluation subfactors, except as specifically directed for production and delivered quantities in subfactor 2.2 and subfactor 2.3. Otherwise proposed experiences that are evaluated as not in-house shall not be considered valid experiences. Experience summaries must identify the place of performance as proposed in factor 1. The proposed teaming arrangements for ATSP4 shall be evaluated in accordance with the Management subfactor 3.1, Program Organization.

(b) The subfactors (all of approximately equal importance) to be evaluated in this item are the following:

- (1) Subfactor 2.1: Analysis/Studies Experience
- (2) Subfactor 2.2: Integrated Circuit Development Experience
- (3) Subfactor 2.3: Board/Module Development Experience
- (4) Subfactor 2.4: Subsystem/System Development Experience
- (5) Subfactor 2.5: Hardware/Software System Development Experience

#### **6.2.1 Subfactor 2.1: Analysis/Studies Experience**

(a) The response must, at a minimum, identify five (5) valid experiences per technology in each of the cited technologies: integrated circuits, board/module, subsystems/systems, and hardware/software systems.

(b) In order to be considered a valid experience, the proposed experiences must meet the following criteria: the experience for hardware/software systems must include an embedded software development; the experiences shall be derived from in-house resources identified in response to factor 1; the experiences shall be within some portion of the technical scope of the ATSP4 PWS; and the experiences shall identify the place and period of performance for the summarized experience.

(c) Due to the time sensitive nature of the DMEA mission, emphasis is placed on recent experience. No expiration date is applied; however experience less than five (5) years old is preferred and experience less than 3 years is highly preferred.

#### **6.2.2 Subfactor 2.2: Integrated Circuit Development Experience**

(a) The response must, at a minimum, identify ten (10) valid experiences per development phase in the cited development phases: design, simulation, integration, and testing.

(b) In order to be considered a valid experience, the proposed experiences must meet the following criteria: all of the integrated circuit development experiences identify the production quantities and delivered quantities in years/numbers (including prime and non-prime production); the experiences shall be from resources identified in response to factor 1; the experiences shall have resulted in delivered production; the experiences shall be within some portion of the technical scope of the ATSP4 PWS; and the experiences shall identify the place and period of performance for the summarized experience.

(c) All of the ten (10) valid experiences in design, simulation, integration and test must be obtained from in-house prime offeror resources identified in factor 1. The proposed experiences in each development phase, except fabrication and production, will be confirmed to be resources as identified in response to factor 1. When proposed, custom IC or ASIC experience must describe meeting the standard of MIL-PRF-38535 (any version). Due to the nature of the DMEA mission, emphasis is placed on experience that successfully flows through the development

phases, resulting in production, with additional emphasis placed on experiences that result in integration into board and/or modules.

(d) No more than two (2) of the minimum ten (10) experiences can be production that results in FPGAs or related programmable devices.

(e) Valid experiences that result in delivered production is required, with at least 5 of the experiences resulting in ASIC or custom integrated circuit fabrication with significant delivered production for the application.

(f) Due to the time sensitive nature of the DMEA mission, emphasis is placed on recent experience. No expiration date is applied; however experience less than five (5) years old is preferred.

(g) In addition to being less than 5 years old, responses that provide 7 or more valid experiences resulting in ASIC or custom integrated circuit fabrication with significant delivered production for the application is highly preferred.

### **6.2.3 Subfactor 2.3: Board/Module Development Experience**

(a) The response must, at a minimum, identify ten (10) valid experiences per development phase in the cited development phases: design, simulation, integration, and test.

(b) In order to be considered a valid experience, the proposed experiences must meet the following criteria: all of the board/module development experiences identify the production quantities and delivered quantities in years/numbers (including prime and non-prime production); the experiences shall be from in-house resources identified in response to factor 1; the experiences shall have resulted in delivered production; the experiences shall be within some portion of the technical scope of the ATSP4 PWS; and the experiences shall identify the place and period of performance for the summarized experience.

(c) All of the ten (10) valid experiences in design, simulation, integration and test must be obtained from in-house prime offeror resources identified in factor 1. The proposed experiences in each development phase, except production, will be confirmed to be in-house resources as identified in response to factor 1. Experience that describes meeting the standard of MIL-PRF-38534 (any version) is preferred. Due to the nature of the DMEA mission, emphasis is placed on experience that successfully flows through the development phases, resulting in production.

(d) Valid experiences that result in delivered production is required, with at least 5 of the experiences resulting in significant delivered production for the application.

(e) Due to the time sensitive nature of the DMEA mission, emphasis is placed on recent experience. No expiration date is applied; however experience less than five (5) years old is preferred.

(f) In addition to being less than 5 years old, responses that provide 7 or more valid experiences resulting in significant delivered production for the application is highly preferred.

### **6.2.4 Subfactor 2.4: Subsystem/System Development Experience**

(a) The response must, at a minimum, identify ten (10) valid experiences per development phase in the cited development phases: design, prototyping, integration, testing, and production.

(b) In order to be considered a valid experience, the proposed experiences must meet the following criteria: all of the subsystem/system development experiences identify the production quantities and delivered quantities in years/numbers (include only prime production); the experiences shall be from in-house resources identified in response to factor 1; the experiences shall have resulted in delivered production; the experiences shall be within some portion of the technical scope of the ATSP4 PWS; and the experiences shall identify the place and period of performance for the summarized experience.

(c) All of the ten (10) valid experiences in design, prototyping, integration, test, and production must be obtained from in-house prime offeror resources identified in factor 1. Due to the nature of the DMEA mission, emphasis is placed on experience that successfully flows through the development phases, resulting in production.

(d) Valid experiences that result in delivered production is required, with at least 5 of the experiences resulting in significant delivered production for the application.

(e) Due to the time sensitive nature of the DMEA mission, emphasis is placed on recent experience. No expiration date is applied; however experience less than five (5) years old is preferred.

(f) In addition to being less than 5 years old, responses that provide 7 or more valid experiences resulting in significant delivered production for the application is highly preferred.

### **6.2.5 Subfactor 2.5: Hardware/Software System Development Experience**

(a) The response must, at a minimum, identify three (3) valid experiences per development phase in the cited development phases: design, prototyping, integration, testing, and production.

(b) In order to be considered a valid experience, the proposed experiences must meet the following criteria: all of the hardware/software system development experiences identify the production quantities and delivered quantities in years/numbers (include only prime production); the experiences shall be from in-house resources identified in response to factor 1; the experiences shall have resulted in significant delivered production; the experiences shall be within some portion of the technical scope of the ATSP4 PWS; and the experiences shall identify the place and period of performance for the summarized experience.

(c) All of the three (3) valid experiences in design, prototyping, integration, test, and production must be obtained from in-house prime offeror resources identified in factor 1. Due to the nature of the DMEA mission, emphasis is placed on experience that successfully flows through the development phases, resulting in production.

(d) Valid experiences that result in delivered production is required, with at least 3 of the experiences resulting in significant delivered production for the application.

(e) Due to the time sensitive nature of the DMEA mission, emphasis is placed on recent experience. No expiration date is applied; however experience less than five (5) years old is preferred and experience less than 3 years is highly preferred.

### **6.3 Factor 3: Management**

(a) The offeror's history of successfully managing technical requirements to success is of value to DMEA. The offeror must demonstrate a comprehensive management approach with high-level corporate management visibility and authority to their ATSP4 program. The offeror must demonstrate a management approach that will consistently allow for rapid proposal preparation and facilitate task order award within the time periods requested. The offeror must demonstrate an approach to rapidly and seamlessly access the resources that are required to accomplish awarded tasks. The offeror must demonstrate an approach that can effectively support unexpected and quick reaction requirements. The offeror must demonstrate sufficient authority to successfully interface with DMEA to facilitate communications, issue resolution, contract actions, data delivery, and material management during the course of the ATSP4 performance.

(b) Prime offerors may elect to team or subcontract with other companies to accomplish the ATSP4 requirements. If teaming/subcontracting is proposed, the prime offeror shall provide adequate evidence of the agreement, if one exists, for the DMEA to determine the exact nature of the relationship. Paraphrasing the ATSP4 requirements will be unacceptable.

(c) The subfactors (all of approximately equal importance) to be evaluated in this item are the following:

- (1) Subfactor 3.1: Program Organization
- (2) Subfactor 3.2: Task Implementation Approach and Solicitation Example Task (SET)
- (3) Subfactor 3.3: Small Business Utilization

### **6.3.1 Subfactor 3.1: Program Organization**

(a) The response must define a sound program organization that should be complete, flexible, cost-effective, and efficient. The proposed organization must fit the technical resources the offeror proposed in factor 1. The organization should have clear and appropriate lines of authority in the corporate organization to obtain and manage task resources, to obtain contractual document signature, and which connect the contracts personnel with the program/technical personnel.

(b) A program manager with technical, schedule, and cost control over the program is preferred.

(c) The offeror's response must describe how performing organizations proposed in factor 1 would be selected for each task and managed during the life of the task. The selection process should be flexible, cost-effective and efficient. The offeror's response must describe the relative economic relationships between each of the entities, including burdens, overheads, handling charges, sales distribution, and profit distribution, etc., as they relate to potential ATSP4 tasks. These relationships should be appropriate, cost-effective and efficient. The program organization should minimize the number of entities passing on charges to the Government. The offeror's response must demonstrate that the program organization is capable of managing the normal problems that are associated with programs of this nature with minimal risk to the DMEA.

(d) The offeror's response that describes the program organization's business development approach, a marketing strategy that provides for high corporate and program visibility of ATSP4, and a clear allocation of resources to support that strategy is preferred.

(e) An offeror's response that describes a program manager with technical, schedule, and cost control over the program and a marketing strategy that provides for high corporate and program visibility of ATSP4 and a clear allocation of resources to support that strategy is highly preferred.

(f) If electing to team with other companies, the offeror's response must provide clear delineation of responsibilities and authority among the companies and must show the capability of the offeror/prime contractor leadership to provide adequate management oversight of and direction to team members. If inadequate prime contractor leadership for oversight or direction is proposed, then the teaming will be evaluated as a subcontract relationship and may affect the technical/risk rating of the subfactors of factors 1 and 2.

### **6.3.2 Subfactor 3.2: Task Implementation Approach and Solicitation Example Task (SET)**

(a) Task Implementation Approach.

- (1) The response must define a sound task implementation approach/process that is complete and effective. The response must identify the steps necessary to process a new opportunity through award of a task order.
- (2) The response must identify who is responsible and who has the authority to approve/commit the offeror throughout the identified steps.

(3) The response must identify the time frames required to achieve each step in the process. The response must demonstrate a normal task order proposal preparation process that is achievable within 30 calendar days (reference 52.216-9000(m)(2)).

(4) Responses that clearly show that the plan will minimize the time and effort required to process task orders are preferred.

(5) Plans that minimize the time and effort required to process task orders utilizing existing processes, not “re-inventing the wheel” (e.g. Forward Pricing Rate Recommendations/Agreements (FPRR/A), application of lean six sigma, standardized task order proposal documents, streamlined supply chain procedures, etc.), are highly preferred.

(b) Solicitation Example Task (SET).

(1) The SET’s technical and management approach will be evaluated for consistency with the provided SET example requirements, to confirm understanding of the SET, and describe an adequate technical and management approach to perform the task requirements.

(2) The evaluation of the SET’s cost proposal will be completed under the Cost/Price Factor.

### **6.3.3 Subfactor 3.3: Small Business Utilization**

(a) Collection and Reporting. The response must identify the process of accomplishing monthly collection and reporting to the DMEA Contracting Office of subcontracting dollars.

(b) Small Business Utilization. The response must identify the small business participation goal percentages of the total acquisition and the plan for meeting those percentages. Responses will be evaluated to the extent that they meet or fall short of the ATSP4 small business participation goals and to determine the soundness of the approach to meeting those percentages. The response must identify the small business subcontracting goals and detail the process to manage, implement, and integrate the entire team to ensure successful performance of contract requirements.

(c) Small Business Subcontracting Plan. [Not applicable for small businesses]. The subcontracting plan itself is not evaluated as part of the source selection evaluation, but must be provided.

(d) Responses that clearly show that the process will minimize the time and effort required to provide small business subcontracting data and agree to meet the small business participation goals are preferred.

(e) Proposals that clearly show that the process will minimize the time and effort required to provide small business subcontracting data *utilize existing processes* and agree to exceed the small business participation goals are highly preferred.

## **7.0 PAST PERFORMANCE FACTOR**

### **7.1 Factor 4: Past Performance**

(a) The Past Performance Team will conduct a structured past performance assessment that examines an offeror's relevant present and past work record to determine its ability to perform what is promised in the proposal. The past performance assessment will consider the number and severity of problems, the effectiveness of any corrective actions taken, and the offeror's overall work record and will be applied at the proposal level as single ratings of relevance and confidence. Potential sources of performance data are Government sources such as tailored questionnaires and non-government sources that span beyond the proposal. There are two aspects of past performance that will be evaluated for this effort. The first aspect of the past performance evaluation is determining the relevancy of the past performance. An evaluation will be completed regarding recent efforts accomplished by

the offeror and their relevancy to the ATSP4 effort. The criteria to establish what is recent and relevant is stated in the solicitation at IFPP 3.2(b), IFPP 3.2.1 through 3.2.5, and IFPP 5.1(c). The second aspect of the past performance evaluation is determining the Government's confidence assessment. An evaluation of the past performance information will be completed in order to determine the Government's confidence of the offeror in the performance of the ATSP4 effort. Additionally, an evaluation of the history of small business utilization on previous contracts, as required by DFARS 215.305(a)(2), will be performed and will influence the past performance confidence assessment. DMEA may use data provided by each offeror in this volume as well as data obtained from other sources in the evaluation of past performance.

## **8.0 COST/PRICE FACTOR**

### **8.1 Factor 5 - Cost/Price**

(a) Cost/price will be evaluated, but not rated or scored.

(b) Solicitation Example Task (SET). For the SET proposal, the response must provide a cost proposal consistent with the provided WBS and the technical and management approach. The proposed costs within the SET cost proposal will be viewed as an illustration of the resources, labor mix, and cost proposal practices to be used throughout the duration of the ATSP4 contract, and will aid in the trade-off analysis. The responses will be evaluated relative to:

(1) Realism – Compatibility of the proposed labor rates with the proposed scope and effort. DMEA will assess each proposal to ensure that appropriate labor skill levels and overhead costs are included to allow the offeror the ability to perform all contractual requirements. An offeror who submits unrealistically low pricing may be excluded from the competitive range. The data provided should be consistent with the various elements of the offeror's technical proposal.

(2) Completeness – DMEA will evaluate completeness of the cost proposal to determine that all cost data have been submitted in compliance with the solicitation and SET requirements.

(3) Reasonableness – The offeror will be evaluated on the thoroughness of information presented to enable DMEA to evaluate if the estimating methodology is acceptable. The offeror will be evaluated on the reasonableness of fixed labor rates associated with each labor skill classification, overhead rates and other costs.

(4) Unbalanced Pricing – DMEA will evaluate the extent to which the pricing is significantly overstated or understated, despite an acceptable total evaluated price. All proposals with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

(c) Rates and Business Systems.

(1) In order to determine realism, completeness, reasonableness, and unbalanced pricing, the responses will be evaluated by reviewing the rates and business systems that apply and were used in developing the SET proposal. The response must provide all existing, applicable information. This information should specifically include approval statuses from DCMA for each business system, if available. Any rates and business systems that did not apply in developing the SET proposal, and therefore were not proposed, will not have an adverse impact on the rating for the cost factor.

(2) To facilitate rapid access to the resources of industry, specifically those proposed in factor 1, the DMEA has aligned our task order pricing process with the standard practices of the Defense Contract Management Agency (DCMA). This organization provides pricing assistance to the DOD procurement community by publishing Forward Pricing Rate information. This information is in the form of an Agreement (FPRA) with the performing division or in the absence of an agreement, a rate Recommendation (FPRR) is published. The

DMEA uses Forward Pricing Rate information to assist in determining final price reasonableness for all task delivery orders. It is the desire of DMEA to utilize Forward Pricing Rate information for all performing divisions as a means of expediting the task order pricing process. Task order proposals utilizing FPRA rates or, in the absence of an FPRA, FPRR rates represent the most expeditious means to determine a task order price as reasonable and these rates will be accepted as proposed. Therefore performing organizations who enter into rate agreements with the DCMA and utilize agreed upon rates in task order proposals demonstrate a willingness to streamline the required price reasonableness determination process and represent a direct benefit to DMEA. The use of FPRA or FPRR rates in task order proposals will be documented in ATSP4 completed task performance assessments as a positive aspect of performance. Un-audited "bid" rates are cumbersome to evaluate and are not conducive to the rapid determination of final price reasonableness of task orders and are detrimental to the rapid access to resources proposed in factor 1. The complexity and preparation time required to calculate a negotiation objective using un-audited direct and indirect rates increases dramatically. The potential for audit delays exists. DMEA considers the use of "bid" rates to be a negative aspect of a contractor's performance and desires to discourage their use. Use of un-audited "bid" rates in task proposals will be documented as such in ATSP4 completed task performance assessments.

(d) Administration. The proposal must provide point of contact information for DCMA and DCAA, if available.

## **9.0 CONTRACT DOCUMENTATION**

(a) The contract documentation files listed in IFPP 8.0 are required to be submitted, as applicable. These documents will be evaluated, but not rated or scored.

(b) Offerors that do not provide all the relevant documentation as required by IFPP 8.0 will be determined to be non-responsive.