Appendix C

Relevant Excerpts from GPS SE&I Follow-On RFP
SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)
   RATING
   DO-A2

2. CONTRACT NO.
   FA8807-11-R-0001

3. SOLICITATION NO.

4. TYPE OF SOLICITATION
   SEALLED BID (IFB)
   NEGOTIATED (RFP)

5. DATE ISSUED
   14 SEP 2012

6. REQUISITION/PURCHASE NO.
   FA8807-11-R-0001

7. ISSUED BY
   SPACE & MISSILE SYSTEMS CENTER
   483 N. AVIATION BLVD
   EL SEGUNDO, CA  90245-2808
   LAURA F. LAIDET 310-653-3864
   LAURA.LAIDET@US.AF.MIL

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

SOLICITATION

9. Description: This is a solicitation for the Systems Engineering and Integration (SE&I) in support of the Global Positioning System Directorate (GPS).
   Proposals are due 30 days after the RFP announcement is posted to FBO and the RFP is added to the Bidder's Library.

10. FOR INFORMATION CALL:
   ALLISON M. FLANAGAN
   (NO COLLECT CALLS)

11. TABLE OF CONTENTS
   √ SEC.
   PART I - THE SCHEDULE
   PART II - CONTRACT CLAUSES
   PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.
   PART IV - REPRESENTATIONS AND INSTRUCTIONS
   Annotations

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 of 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)
   10 CALENDAR DAYS %
   20 CALENDAR DAYS %
   30 CALENDAR DAYS %
   CALENDAR DAYS %

14. ACKNOWLEDGEMENTS 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

15B. TELEPHONE NO. (Include area code)
   ______________________________
   ______________________________

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED
   √ AMOUNT
   20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
   10 U.S.C. 2304(c) ( )
   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

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

Signature of Contracting Officer

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

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Created 18 Mar 2015 10:55 AM

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.21(c)

C-002
### Development - Base (3600 Funds)(CPIF)

<table>
<thead>
<tr>
<th>Qty</th>
<th>Unit Price</th>
<th>Purch Unit</th>
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</tr>
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<tbody>
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<td>0010</td>
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</table>

#### Noun:
DEVELOPMENT SYSTEMS - BASE PERIOD

#### PSC:

- Contract type: V - COST PLUS INCENTIVE FEE
- Start Date: ASREQ
- Completion Date: ASREQ
- Item project mgr.: ENO

#### Descriptive Data:
OCX, GPS III, NDS, MGUE, GPE

The contractor shall perform all work required in accordance with the Global Positioning Systems (GPS) Systems Engineering and Integration (SE&I) Attachment 1 - Performance Work Statement (PWS), paragraphs shown below dated 21 March 2013 attached hereto and made a part hereof.

The following PWS paragraphs apply to this CLIN:

- 3.2.1 - 3.2.1.3
- 3.2.3.1
- 3.2.3.3
- 3.2.3.4 - 3.2.3.5
- 3.2.4
- 3.3.1 - 3.3.1.5
- 3.3.2 - 3.3.2.2
- 3.3.3 - 3.3.3.2
- 3.3.4
- 3.3.5 - 3.3.5.1
- 3.4.1 - 3.4.1.8
- 3.4.2
- 3.6.1 - 3.6.1.11
- 3.6.2 - 3.6.2.2
- 3.6.3 - 3.6.3.2.5
- 3.8.1
- 3.8.2
- 3.8.3
- 3.10

The Performance Incentive fee will be paid in accordance with Attachment 3 - Incentive Fee Plan.

The Cost incentive fee shall be in accordance with FAR 52.216-10 Incentive Fee.

### Cost-Plus Incentive Fee (CPIF)

- CPIF Target Cost: 
- CPIF Target Fee: 

---

CONFORMED CONTRACT  FA8807-11-R-0001 (03/18/2015) SECTION B

C-003
Development Base - (3600 Funds)(FFP)

0020

<table>
<thead>
<tr>
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<tr>
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<tr>
<td>Contract type:</td>
<td>J - FIRM FIXED PRICE</td>
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<tr>
<td>Start Date:</td>
<td>ASREQ</td>
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<tr>
<td>Completion Date:</td>
<td>ASREQ</td>
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<tr>
<td>Item project mgr.:</td>
<td>ENO</td>
</tr>
<tr>
<td>Descriptive Data:</td>
<td>OCX, GPS III, NDS, MGUE, GPE</td>
</tr>
</tbody>
</table>

The contractor shall perform all work required in accordance with the Global Positioning Systems (GPS) Systems Engineering and Integration (SE&I) Attachment 1 - Performance Work Statement (PWS), dated 21 March 2013, attached hereto and made a part hereof.

The following PWS paragraphs apply to this CLIN:

3.1 - 3.1.1
3.2.2 - 3.2.2.1
3.3.6
3.5
3.6.4 - 3.6.4.2.1
3.6.5 - 3.6.5.9
3.7.1 - 3.7.1.2
4.1 - 4.1.8
4.2 - 4.2.7
4.3 - 4.3.4.6
4.3.5 - 4.3.5.2.1
4.3.6
### Legacy Base - (3020 Funds)(CPIF)

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<td>Legacy Base - (3020 Funds)(CPIF)</td>
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### Noun:
LEGACY SYSTEMS - BASE PERIOD

### PSC:

### Contract type:
V - COST PLUS INCENTIVE FEE

### Start Date:
ASREQ

### Completion Date:
ASREQ

### Item project mgr.:
ENO

### Descriptive Data:
GPS II

The contractor shall perform all work required in accordance with the Global Positioning Systems (GPS) Systems Engineering and Integration (SE&I) Attachment 1 - Performance Work Statement (PWS), dated 21 March 2013, attached hereto and made a part hereof.

The following PWS paragraphs apply to this CLIN:

- 3.2.3.2
- 3.3.1.5
- 3.3.4 - 3.3.5
- 3.4.2
- 3.6.1.11
- 3.6.1.3 - 3.6.1.4

The Performance Incentive fee will be paid in accordance with Attachment 3 - Incentive Fee Plan.

The Cost incentive fee shall be in accordance with FAR 52.216-10 Incentive Fee.

#### Cost-Plus Incentive Fee (CPIF)

- CPIF Target Cost: _____
- CPIF Target Fee: _____
PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<table>
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<tr>
<th>ITEM</th>
<th>SUPPLIES OR SERVICES</th>
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<th>Unit Purch Unit</th>
<th>Unit Price</th>
<th>Total Item Amount</th>
</tr>
</thead>
</table>

**Legacy - Base (3020 Funds)(FFP)**

0040

*Noun:* LEGACY SYSTEMS - BASE PERIOD  

_PSC:_  
*Contract type:* J - FIRM FIXED PRICE  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Item Project Mgr.:* ENO  
*Descriptive Data:* GPS II

The contractor shall perform all work required in accordance with the Global Positioning Systems (GPS) Systems Engineering and Integration (SE&I) Attachment 1 - Performance Work Statement (PWS), dated 21 March 2013, attached hereto and made a part hereof.

**The following PWS paragraphs apply to this CLIN:**

3.5  
3.7.1 - 3.7.1.2

**Special Studies (3600 Funds)(CPFF)**

0090

*Noun:* SPECIAL STUDIES  

_PSC:_  
*Contract type:* U - COST PLUS FIXED FEE  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Item Project Mgr.:* ENO  
*Descriptive Data:*  

The contractor shall perform Special Studies in accordance with H.08; Attachment 1 - Performance Work Statement paragraphs 3.9; and Attachment 8 - Special Studies. Delivery shall be in accordance with individual special studies described in Attachment 8.

The cumulative total hours to date for the CLIN is 0 hours.

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<td>Option 1 - Year 3</td>
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<td>Option 5 - Year 6.5</td>
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</table>
Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:


I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01 DEFINITIONS (NOV 2013)
52.203-03 GRATUITIES (APR 1984)
52.203-05 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-07 ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-08 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)
52.204-02 SECURITY REQUIREMENTS (AUG 1996)
52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-09 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)
52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014)
52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
52.209-09 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.210-01 MARKET RESEARCH (APR 2011)
52.215-02 AUDIT AND RECORDS -- NEGOTIATION (OCT 2010)
52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS (AUG 2011)
52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
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)
52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) - ALTERNATE III (OCT 1997)
Alt III, Para (c), Submit the cost portion of the proposal via the following electronic media: 'Excel'
52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.237-03 CONTINUITY OF SERVICES (JAN 1991)
52.239-01 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
52.243-07 NOTIFICATION OF CHANGES (APR 1984)
Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days'
Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
52.244-02 SUBCONTRACTS (OCT 2010)
Para (d), approval required on subcontracts: 'Not Applicable'
Para (j), Insert subcontracts evaluated during negotiations. 'Not Applicable'
52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014)
52.245-01 GOVERNMENT PROPERTY (APR 2012)
52.245-09 USE AND CHARGES (APR 2012)
52.248-01 VALUE ENGINEERING (OCT 2010)
Para (m). Contract number. 'FA8807-15-C-00xx'
52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.249-14 EXCUSABLE DELAYS (APR 1984)
52.251-01 GOVERNMENT SUPPLY SOURCES (APR 2012)
52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

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)
252.204-7000 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)
252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.204-7006 BILLING INSTRUCTIONS (OCT 2005)
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)
252.209-7009 ORGANIZATIONAL CONFLICT OF INTEREST--MAJOR DEFENSE ACQUISITION PROGRAM (DEC 2012)
252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)
Para (c)(1)(i). Insert Contract Line, Subline, or Exhibit Line Item Number and Item Description or n/a. "?????"
Para (c)(1)(ii). Identify Contract Line, Subline, or Exhibit Line Nr and Item Description. If items are identified in the Schedule, insert "See Schedule" "?????"
Para (c)(1)(iii). Attachment Nr. 'N/A'
Para (c)(1)(iv). Attachment Nr. "?????"
Para (f)(2)(iii). Line item number or n/a. "?????"

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
252.215-7000 PRICING ADJUSTMENTS (DEC 2012)
252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012)
252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (OCT 2014)
252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (OCT 2014)
252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)
252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS - ALTERNATE I (SEP 2014)
252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD (OCT 2010)
252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (OCT 2010)
252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006)
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)
252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)
252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)
252.227-7000 NON-ESTOPPEL (OCT 1966)
252.227-7002 READJUSTMENT OF PAYMENTS (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)
252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (SEP 2011)
252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)
252.227-7038 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012)
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)
252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2014)
252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)
252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM - BASIC (NOV 2014)
252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)
Para (a), name of contracting agency(ies): 'United States Air Force'
Para (a), contract number(s): 'FA8807-11-R-0001'
Para (b), name of contracting agency(ies): 'United States Air Force'
252.237-7010 PROHIBITION ON INTERROGATION OF DETAINES BY CONTRACTOR PERSONNEL (JAN 2008)
252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)
252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MAY 2011)
252.242-7005 CONTRACTOR BUSINESS SYSTEMS (FEB 2012)
252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)
252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION - BASIC (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)
252.246-7001 WARRANTY OF DATA - BASIC (MAR 2014)
252.246-7001 WARRANTY OF DATA - ALTERNATE II (MAR 2014)
252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

II. NOTICE:
The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 years 6 Months (months, years).
(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to-

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

- (i) 52.219-22, Small Disadvantaged Business Status.
  - (A) Basic.
  - (B) Alternate I.

- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

- (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

- (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

- (vi) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.

- (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

<table>
<thead>
<tr>
<th>FAR Clause Title</th>
<th>Date</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.</td>
<td></td>
<td></td>
</tr>
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</table>

**52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

1. Any such clause is unenforceable against the Government.

2. Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

3. Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.
A252.209-7004  SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (DEC 2014)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of $30,000 with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the System for Award Management (SAM Exclusions) as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions.

(End of clause)

A252.227-7015  TECHNICAL DATA—COMMERCIAL ITEMS (JUN 2013)

(a) Definitions. As used in this clause-

(1) "Commercial item" does not include commercial computer software.

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

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

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

(4) The term "item" includes components or processes.

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

(b) License.

(1) The Government shall have the unrestricted right to use, modify, reproduce, release, perform, display, or disclose technical data, and to permit others to do so, that-

(i) Have been provided to the Government or others without restrictions on use, modification, reproduction, release, or further disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party; 

(ii) Are form, fit, and function data;

(iii) Are a correction or change to technical data furnished to the Contractor by the Government;

(iv) Are necessary for operation, maintenance, installation, or training (other than detailed manufacturing or process data); or

(v) Have been provided to the Government under a prior contract or licensing agreement through which the Government has acquired the rights to use, modify, reproduce, release, perform, display, or disclose the data without restrictions.
(2) Except as provided in paragraph (b)(1) of this clause, the Government may use, modify, reproduce, release, perform, display, or disclose technical data within the Government only. The Government shall not-

(i) Use the technical data to manufacture additional quantities of the commercial items; or
(ii) Release, perform, display, disclose, or authorize use of the technical data outside the Government without the Contractor's written permission unless a release, disclosure, or permitted use is necessary for emergency repair or overhaul of the commercial items furnished under this contract, or for performance of work by covered Government support contractors.

(3) The Contractor acknowledges that-

(i) Technical data covered by paragraph (b)(2) of this clause is authorized to be released or disclosed to covered Government support contractors;
(ii) The Contractor will be notified of such release or disclosure;
(iii) The Contractor (or the party asserting restrictions as identified in a restrictive legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for an non-disclosure agreement;
(iv) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the data as set forth in the clause at 252.227-7025 <http://www.acq.osd.mil/dpap/dars/dfars/html/current/252227.htm>, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and
(v) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

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

(d) Release from liability. The Contractor agrees that the Government, and other persons to whom the Government may have released or disclosed technical data delivered or otherwise furnished under this contract, shall have no liability for any release or disclosure of technical data that are not marked to indicate that such data are licensed data subject to use, modification, reproduction, release, performance, display, or disclosure restrictions.

(e) Applicability to subcontractors or suppliers.


(2) Whenever any technical data related to commercial items developed in any part at private expense will be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts and other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense, and the clause at 252.227-7013 <http://www.acq.osd.mil/dpap/dars/dfars/html/current/252227.htm> will govern the technical data pertaining to any portion of a commercial item that was developed in any part at Government expense.

(End of clause)

A252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)

See full text in Department of Defense FAR Supplement.
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I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

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

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

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

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
(2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) "United States person" is defined in 50 U.S.C. App. 2415(2) and means-

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

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 documentation, 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 and identification 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 Asserting Category*** Restrictions**** |
|---|---|---|---|

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

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

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

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

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

(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.
PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.204-07 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) - ALTERNATE I (OCT 1997)
52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)
52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)
52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'Cost Plus Incentive Fee, Cost Plus Fixed Fee, and Firm Fixed Price'
52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
52.233-02 SERVICE OF PROTEST (SEP 2006)
Para (a) Official or location is '
SMC/GPK
Attn: Ms. Allison M. Flanagan, PCO
483 N. Aviation Blvd,
Los Angeles Air Force Base
El Segundo, CA 90245-2808'
52.237-01 SITE VISIT (APR 1984)
52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)
52.247-06 FINANCIAL STATEMENT (APR 1984)
52.250-05 SAFETY ACT--EQUITABLE ADJUSTMENT (FEB 2009)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)
252.209-7008 NOTICE OF PUBLICATION RELATING TO ORGANIZATIONAL CONFLICT OF INTEREST--MAJOR DEFENSE ACQUISITION PROGRAM (DEC 2010)
252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
252.234-7003 NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM - BASIC (NOV 2014)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

5352.215-9000 FACILITY CLEARANCE (MAY 1996)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.211-04 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

(Activity) _______________________________
SPACE AND MISSILE SYSTEMS CENTER (SMC)

GLOBAL POSITIONING SYSTEMS DIRECTORATE (GPS)
SYSTEMS ENGINEERING AND INTEGRATION (SE&I)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFERORS

Request for Proposal
FA8807-11-R-0001

June 14, 2013
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INTRODUCTION

The intent of this contract is to establish a long-term relationship with a single SE&I contractor team with responsibility for producing and managing the technical baseline in support of the Global Positioning Systems (GPS) Directorate. Prior to the award of the initial Systems Engineering & Integration (SE&I) contract, the Government’s acquisition approach was to assign responsibility to a single development prime contractor to deliver the satellite segment, control segment, and the systems engineering, integration, and test (SEIT) of those segments. With the increasing complexity of the space and ground segment developments, backward/forward compatibility, and system integration, the Government has selected a different acquisition approach, namely to seek different contractors for each of the product segments (space, control, and user) and directly manage the SEIT function.

This SE&I contract is critical to the future success of the GPS Directorate. The GPS environment is extremely dynamic and multifaceted (sustaining, modernizing, developing, and managing the GPS mission). The SE&I contractor will provide the Directorate with a proactive technical management approach to enable more effective program execution. The Directorate’s number one priority is to sustain capabilities for military and civil users worldwide. This involves maintaining a constellation of satellites, an intricate and complex ground infrastructure to command and control them, and hundreds of thousands of fielded GPS receivers to enable military and civil customers around the globe to carry out their missions each and every day. Modernization of the constellation with new signals and capabilities is the next big challenge. This involves synchronized changes to spacecraft, control segment, and user equipment, as well as the development of the next generation. Current efforts are underway to develop a new generation of satellites with capability evolved affordably over time, a new net-centric ground control segment, and a full spectrum of new modernized ground and space-based user receivers. Another challenge involves managing the GPS system and supporting US and international stakeholders. This involves managing a technical baseline, interfaces, and system performance. In addition, the Directorate supports Congressional, Department of Defense, Department of State, Civil agencies and International partners and allies’ activities to ensures GPS remains the world’s premier navigation and timing standard.

This contract will provide a highly capable SE&I contractor/team to produce and manage the GPS technical baseline in support of the GPS Directorate. The Government maintains complete oversight, final decision authority, and accountability for all key SE&I functional and technical baseline products; responsibility for key functions and products is assigned to the SE&I contractor. The Performance Work Statement (PWS) describes specific task areas for which the Government will maintain responsibility based on the following criteria: the Government has well-established internal expertise to effectively perform the task area; the Government has retained the task to help mitigate potential organizational conflict of interest (OCI) issues; or the Government has retained the task for small business. The SE&I contractor will function in an integrated team environment cooperating with the Government team, comprising military, civilian, Federally Funded Research and Development Center (FFRDC) contractors, and Systems Engineering and Technical Assistance (SETA) contractors; however, for all areas described in the PWS, the contractor will be responsible for that area’s products, services, and deliverables, as well as providing advice and assistance to the Government. The scope of SE&I in this contract
ranges from performing system integration at the GPS enterprise level down to performing systems engineering for specific integrated product teams (IPT) at a segment level.

The SE&I’s role in the accomplishment of the missions of the Directorate will include, but not be limited to, development and implementation of directives and standards; facilitation of improved and dynamic communications; development of new tools and techniques to predict issues early enough to change the outcome or minimize the effect on the enterprise; development and maintenance of a disciplined process for systems baseline documents and interfaces; and development and implementation of performance metrics that ensure continuous integration and operational capability improvements (measures of effectiveness). SMC/GP intends for its SE&I providers to be full mission partners in their systems engineering enterprise and activities. SMC/GP will, to the greatest extent possible, define SE&I work as tasks and deliverable end-items.

The successful GPS SE&I Offeror must have a proven track record and the internal resources or teammates that will provide the critical depth and breadth of engineering and management expertise capability….nothing less will suffice.

1 General Instructions
a. The Offeror’s proposal must include all data and information requested in Section L and must be submitted in accordance with these instructions. In developing the proposal, the Offeror shall comply with all the requirements contained in the Request for Proposal (RFP). Non-conformance with the instructions provided in the RFP will result in an unfavorable proposal evaluation.

b. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government’s requirements, but rather provide convincing rationale to address how the Offeror intends to meet these requirements. The Offeror shall assume that the Government has no prior knowledge of its facilities and experience, and will make its evaluation based on the information presented in the Offeror’s proposal. Should discussions be required, Offerors shall provide a place, near El Segundo, CA, to hold face-to-face meetings between the Government and the Offeror. The Offeror will record each meeting and provide copies of the video or DVD daily to the Government.

c. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not to be submitted.

d. The proposal acceptance period is specified in Section A of the model contract/solicitation. The Offeror shall make a clear statement in Section A of Volume V of the Offeror’s proposal that the offer is valid for a minimum of 240 calendar days.

e. In accordance with FAR Subpart 4.8, Government Contract Files, the Government will retain one copy of all unsuccessful proposals. All other proposal copies will be destroyed.

f. The Procuring Contracting Officer (PCO) will promptly notify an Offeror of any decision to exclude it from the competitive range, whereupon the Offeror may request a debriefing in accordance with FAR 15.505. The PCO will notify unsuccessful Offerors in the competitive range of the source selection decision in accordance with FAR 15.506. Upon such
proposals shall be coordinated at least 24 hours in advance of the due date/time with the PCO to ensure that the PCO will be at the location to receive proposals. Proposal delivery cannot occur after 4:30 p.m. Pacific Time. With the exception of Volume IV, Past Performance, and Attachment 6, OCI Mitigation Plan, electronic and paper copies of proposals must be received by 29 October 2012. **Offerors shall submit their Volume IV, Past Performance and Attachment 6, OCI Mitigation Plan, by 5 October 2012.** Proposals received after the due date and time (4:30 p.m. Pacific Daylight Time) specified above shall be handled in accordance with FAR 15.208. Delivery of proposals shall be coordinated with the PCO. In addition to the written proposal, Offerors shall give an oral presentation at Los Angeles Air Force Base. The PCO will contact each Offeror’s representative by 19 November 2012 to schedule the date and time for each Offeror’s oral presentation. The date and time will be at least 7 calendar days after PCO notification and will occur after the proposals are submitted and before the Government has established the competitive range. If the Offeror fails to appear at the scheduled date and time, their oral presentation will not be accepted. If available, the Offeror shall give the PCO and Program Manager or designee access to contractor data environments by RFP submission due date to allow easier communication during discussions after competitive range. Contact the PCO to set up the accounts.

### 2.2 Submission of Electronic Proposals

Two electronic copies of the proposal shall be delivered on CD-ROMs, including the volume number and title. Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number, and Offeror’s name. The electronic copies of the proposal shall be in a format readable by Adobe Acrobat 9.0 (with “Select” and “Copy” enabled to allow for text and graphics transfer), Microsoft (MS) Word 2007, MS Excel 2007, MS-Project 2007, and MS-Power Point 2007. For each submission, all CDs shall be placed in plastic sleeves in one separate binder. Hypertext links shall be used to facilitate navigation within the documents. Use separate files to permit rapid location of all portions, including exhibits, annexes, and attachments, if any. Each volume shall be in a different directory/folder on the CD-ROM. If classified information is required in the response, it shall be provided on a separate CD conforming to the DD Form 254 provided in this solicitation. If files are compressed, the necessary decompression program (e.g., WINZIP) must be included. The proposal shall include the native file (e.g., .doc) and .pdf versions of all textual material, with all text, including text in figures, being capable of being searched to the maximum extent possible. **In the event of a conflict between the hardcopy and softcopy, the softcopy will take precedence over the hardcopy.** In the event of a conflict between the native file and the .pdf versions, the native file version will take precedence over the .pdf version.

### 2.3 Proposal Content

The Offeror shall prepare the proposal as set forth in Table 2 below. A complete proposal consists of the following:

a. Five separate volumes and attachments, all of which shall be within the required page limits specified in Table 2. The format of the proposed volumes shall correlate directly with the instructions in Section L. Cross-referencing may be used to prevent excessive duplication unless specifically prohibited. The proposal must provide a direct correlation to the specific questions and requirements given in each instruction.
b. Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and (for paper copies) will be returned to the Offeror as soon as practical. Page limitations do not apply to title pages, tables of contents, list of figures, list of abbreviations, glossaries, or indexes. A cross-reference matrix shall not be counted in the page limits. When both sides of a sheet display printed material, it shall be counted as two pages. Number all pages.

c. The Offeror shall use a common paragraph numbering system among the tasking statements in the Contractor Work Breakdown Structure (CWBS), Integrated Master Plan (IMP) and Integrated Master Schedule (IMS) that is consistent with the WBS.

d. The PCO, at the request of any Offeror, will allow early “uploading” of sample proposal information on the Air Force (AF) servers used for source selection. This information will be checked for compatibility with the source selection facilities servers, workstations and software. All information in this “test run” will be erased when the test is completed.
<table>
<thead>
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<td>43 pages: 1 summary page; Seven contracts with six pages per contract, plus 5 pages for Section 3 (if required</td>
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<td>Section C - Description/Specs/Work Statement</td>
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<td>Section D - Packaging and Marking</td>
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<td>Section E - Inspection and Acceptance</td>
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<td>Section F - Deliveries or Performance</td>
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<td>Section G - Contract Administrative Data</td>
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<td>Section H - Special Contract Requirements</td>
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<td>Section I - Contact Clauses</td>
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<td>Section J - Contract Attachments</td>
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<td>Section K - Representations, Certifications, and other Statements of Offerors</td>
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<td>25</td>
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<td>Attachment 4: Small Business Subcontracting Plan</td>
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<td>Attachment 7: Start-Up Plan</td>
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<td>Attachment 9: Integrated Master Plan (IMP)</td>
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<td>Attachment 10: Rights in Data (Including Technical Data, Computer Software, and Computer Software Documentation)</td>
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<td>Appendix B: Exceptions to Terms and Conditions</td>
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<td>Appendix E: Aims and Administrative Changes</td>
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<td>5</td>
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</table>

### 2.4 Page Size and Format

a. Page size (for text sections of the proposal) shall be 8.5 x 11 inches, not including foldouts. Except for the reproduced sections of the solicitation document, the text size shall be no less than 12-point font, Times New Roman. Use at least 1-inch margins on the top and bottom and 3/4 inch side margins. Pages shall be numbered sequentially by volume. These

In this volume, the Offeror shall describe its proposed approach for meeting the solicitation requirements addressed by each Technical Capability subfactor, as well as the risks to schedule, cost, or performance associated with its approach. The Government will evaluate the Offeror’s proposed approach against the Technical Capability and Risk criteria in Section M. The Offeror’s Technical Capability volume must be consistent with its Cost/Price volume.

4.1 General Instructions

a. The Technical Capability Volume shall be specific and complete. By submitting a proposal, the Offeror is representing that it will perform all the requirements specified in the solicitation. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation. Using the instructions outlined below, provide the actual methodology that would be used to address the criteria of these subfactors. The Technical Capability Volume shall be organized according to the outline for Volume II in Table 2.

b. The Government cannot assess as a “strength” any aspect of an Offeror’s proposal associated with any Technical Capability subfactor that does not satisfy all elements of the definition of “strength”. In justifying a proposed strength, it is incumbent upon the Offeror to identify in a table its suggested strengths (including the location by page and paragraph number where those suggested strengths may be found) and explain how a particular aspect of its proposal has merit or exceeds a specific requirement (and in the case of the latter, identify that requirement and how it is being exceeded in objective, quantifiable terms), and describe why this aspect of its proposal will be advantageous to the Government during contract performance. It is the Offeror’s responsibility to ensure that any aspect of its proposal that it believes to be a “strength” satisfies all elements of a “strength” described in Section M-4.2.a.i. The Government reserves the right to identify Strengths not recommended by the Offeror.

<table>
<thead>
<tr>
<th>TECHNICAL CAPABILITY/TECHNICAL RISK VOLUME TABLE OF CONTENTS</th>
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<tbody>
<tr>
<td>A. Subfactor 1 Systems Engineering and Integration</td>
</tr>
<tr>
<td>B. Subfactor 2 Domain Expertise</td>
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<tr>
<td>C. Subfactor 3 Start-Up Plan</td>
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<td>D. Attachment TC1 Integrated Master Schedule (IMS)</td>
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<tr>
<td>E. Attachment TC2 Subcontractor, Assoc. Contractor, &amp; Interdivisional Team Member Management Plan</td>
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<tr>
<td>F. Attachment TC3 Resumes of Personnel in Key Positions</td>
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<td>G. Attachment TC4 Analyses of Offeror Changes</td>
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<td>H. Attachment TC5 System Engineering Innovations</td>
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<td>I. Attachment TC6 Small Business Participation Plan</td>
</tr>
<tr>
<td>J. Attachment TC7 Changes to Compliance Documents</td>
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</tbody>
</table>
communicate with any members of its team that are not physically present in the ESS facility.

v. The Government will videotape all parts of the Offeror’s oral presentation (including the Offeror’s creation of its response to the scenario, but excluding breaks). All parts of the Offeror’s oral presentation including the Offeror’s creation of its response to the scenarios will be viewed in person by, at a minimum, the SSEB chair, the PCO, and the legal advisor. Members of the SSEB, members of the SSA, and the SSAC chair may also attend. The Government team will not ask questions or provide comments during the oral presentation except as defined above. The Government will not answer Offeror questions on the scenario or written questions. If upon receipt of the integration scenario or the written questions the Offeror believes that any text in either document is ambiguous, the Offeror shall identify those ambiguities and explain its interpretation of those ambiguities in its response. Upon request, the PCO will provide the Offeror with a copy of the recording 14 calendar days after the last Offeror has been debriefed subsequent to contract award.

d. The Offeror’s proposal shall demonstrate that all items delivered or otherwise furnished during performance of any of the tasks described in the PWS shall comply with 36 C.F.R. §§ 1194.21 and 1194.41.

4.2.1 Subfactor 1: Systems Engineering and Integration

4.2.1.1 Business Management Approach

a. The Offeror shall provide a Subcontractor Management Plan as Attachment TC2. The Offeror shall describe how subcontractor work will be fully integrated in the systems engineering framework, including relevant tools and processes. The Offeror shall describe its methodology to measure subcontractor performance and strategies to incentivize subcontractor performance.

b. The Offeror shall submit Attachment 10 (Rights in Data (Including Technical Data, Computer Software and Computer Software Documentation) to Volume V, in accordance with the instructions in Section L-7.3.11. In addition, the Offeror shall describe the analysis it conducted (including all assumptions made) to determine that the quantity associated with the licenses the Offeror will deliver to the Government listed in its completed Attachment 10, Table 2, Column 4, will be sufficient for the Government to successfully execute all programs that comprise the GPS Enterprise. The quantities proposed shall include all persons (e.g., Government personnel, covered government support contractors) identified in Attachment 10.c.(2).

c. The Offeror shall submit a Small Business Participation Plan in TC6 that describes how the small business requirements identified in Section M-4.2.1.1.c will be met.

4.2.1.2 Systems Engineering, Integration and Test

a. The Offeror shall describe how the Offeror’s proposed PWS, IMP, CWBS, and IMS support the SE&I schedule for the tasks described in the PWS and support the government schedule in Figure 1. The Offeror shall also describe its ability and process to rapidly react, replan, and re-prioritize effort in response to government-directed schedule changes. The Offeror shall
c. The Offeror shall describe its approach to managing a Government-led system-level test program and performing Enterprise level testing and evaluation that is consistent with AFI 99-103, the GPS Enterprise TEMP, AFSPCI 99-103, and the GPS SEP.

d. The Offeror shall describe the technical and business processes it proposes to use in updates (redlines) to the Directorate Operating Instructions (OI), SEP, Enterprise E-TEMP, and any other Directorate documents in TC7. Any new proposed processes (not updates to existing processes) shall be described in Attachment TC5. **The processes shall cover relevant internal contractor processes, connections between contractor processes and Directorate processes and proposed improvements to Directorate processes, including description, use and source of new or modified tools and associated Offeror, government, and stakeholder access and license rights to those new or modified tools and the data produced.** Justifications and rationale for proposed modifications to compliance documents, such as OIs, the SEP, and E-TEMP as well as justification for proposed new technical and business processes, shall be discussed in Attachment TC4.

e. The Offeror shall provide its response to the following scenario:

i. Three months ago, the GPS Directorate awarded the Offeror the SE&I contract, and the Offeror’s performance has been satisfactory. HQ/AF has now mandated that the GPS Directorate reduce its Program Objective Memoranda for FY14 by 20 percent. AFSPC/CC has directed that the launch date for GPS III SV-1 (i.e. 3QFY15) must remain unchanged, so that the Launch and Control System (LCS)(i.e. SS-CS-800, effectivity 5) must be available to support that spacecraft for launch and that OCX must still be deployed not later than 3QFY16 so that 2SOPS can control that spacecraft. The GPS III program cannot change its launch date and OCX will have to support that launch as well. HQ/AF and AFSPC/CC have stated in writing that neither care which programs in the GPS Directorate’s portfolio are cut as long as a 20 percent overall cut is achieved and the GPS III SV-1 launch dates and the OCX deployment date remains unaffected.

ii. The Offeror’s response shall:

(1) Identify which programs in the GPS Directorate’s portfolio shall be cancelled or restructured so as to achieve HQ/AF’s and AFSPC/CC’s mandates. If programs are proposed for cancellation, the Offeror shall provide an analysis caused by the impact of such cancellation upon constellation sustainment. If programs need to be restructured, the Offeror shall identify what specific capabilities provided by those programs shall be eliminated or deferred and provide an impact analysis and mitigation strategy of the elimination or deferral of such capabilities on constellation sustainment.

(2) Recommend which PWS tasks should be deleted or modified so as to achieve HQ/AF’s and AFSPC/CC’s mandates.

(3) Provide a response to (1) and (2) based upon the alternate assumption that the OCX deployment date may also be delayed by one year.
c. For small business Offerors and large business Offerors that participate in the Comprehensive Subcontract Plan (CSP) Test Program, the Small Business Participation Plan shall become Attachment 4 to the contract upon contract award.

<table>
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<tr>
<th>Category</th>
<th>Program Minimum</th>
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<th>Percent of Estimated Contract Value</th>
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<td>100%</td>
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<td>Large Business</td>
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<td>HUBZone Small Business</td>
<td>Best Effort</td>
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<td>Service-Disabled Veteran-Owned Small Business</td>
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<tr>
<td>Small Disadvantaged Business</td>
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<tr>
<td>Woman-Owned Small Business</td>
<td>Best Effort</td>
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</table>

Note: The above small business participation thresholds represent the Government’s minimum participation thresholds expressed as a percentage of total contract value. Offerors are encouraged to propose values greater than the thresholds listed. Note: The Federal government has set target goals for each of the subcategories as: HUBZone Small Business, 3%; Service-Disabled Veteran-Owned Small Business, 3%; Small Disadvantaged Business, 5%; Woman-Owned Small Business, 5%.

4.9 Attachment TC7 to Volume II: Changes to Compliance Documents

The Offeror shall provide modifications to existing processes as updates to the existing process documents in Attachment TC7 with track changes (i.e., redlines). Redlines shall include changes to tools used for processes. (Justification and rationale for the modified processes shall be discussed in TC4. New processes shall be submitted in TC5.)

5 Volume III – Cost/Price

5.1 General Instructions

5.1.1 Cost/Price Reasonableness and Realism

The purpose of these instructions is to assist the Offeror in submitting data other than certified cost or pricing data that is required to evaluate the reasonableness and realism of its proposed cost/price. Compliance with these instructions is mandatory, and failure to comply may result in
5.2.3  Section 3: Other Cost Information

5.2.3.1  Funding Profile

The Offeror shall submit funding requirements by each Government fiscal year, period of performance, and by CLINs using the format prescribed in Table 6 and Table 7. Funding requirements represent the amounts the Government must obligate or commit to the contract in each Government Fiscal Year for the contractor to execute the program as proposed. These estimated amounts shall include projected expenditures, cancellable and non-cancellable commitments, and termination expenses. Separately identify all incentive fee and profit. See Table 1 for Government funding profile provided by fiscal year. The Government will not provide specific allocation to various appropriation types (e.g., 3600 funds). The funding requirements for each CLIN should be defined consistent with the PWS, Section B of the Model contract, the definitions of the appropriation types in the DoD Financial Management Regulation 7000.14-R, and the schedule in Figure 1.

Table 6  Funding Profile by Fiscal Year

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<thead>
<tr>
<th>Gov’t FYs</th>
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Most CLINs will cross fiscal years. Please complete the table for the work planned during the specified fiscal year.
### Table 9 CWBS Summary Schedule

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<thead>
<tr>
<th>CWBS No.</th>
<th>Description</th>
<th>FY13</th>
<th>FY14</th>
<th>FY15</th>
<th>FY16</th>
<th>FY17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
<th>Total</th>
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<td>XXXX</td>
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### 5.2.3.4 Organizational Breakdown Structure (OBS) Summary Schedule

The Offeror shall provide an OBS schedule by CLIN series (0X10-0X40), for all CLIN series, using the format/sample prescribed by Table 10. To permit a meaningful analysis, the Offeror shall provide information consistent with the OBS and provide detail to the level proposed. All hours shown in this table shall be consistent with hours stated in Table 8 and Table 9.

### Table 10 OBS Summary Schedule

<table>
<thead>
<tr>
<th>CLIN Series (0X10-0X40)</th>
<th>FY13</th>
<th>FY14</th>
<th>FY15</th>
<th>FY16</th>
<th>FY17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
<th>Total</th>
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<tbody>
<tr>
<td>*List all CWBS Description</td>
<td>Hrs $</td>
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<td>Descriptive OBS Name</td>
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### 5.2.3.5 Basis of Estimate (BOE) Sheets

The Offeror shall provide BOEs to support both proposed prime contractor, interdivisional, and subcontractor effort and shall include rationale for the labor, hardware, material, and other direct costs for each CWBS item. For CWBS items that change from CPIF to FFP in different option years, the BOEs for the entire period of performance shall be contained in a single file. Each
f. Material Estimating Rationale. The Offeror shall provide description, part number, required quantity, unit price, and total price for material in each CWBS. Identify types and quantities of required material, to include rationale for all material prices in the CWBS item and describe the method of price quoting. The Offeror shall include costs/prices for rights in data identified in Volume V, Attachment 10.

g. Special Studies. The Offeror shall provide labor rates and skill mix categories to be applied to the special studies CLIN.

5.2.3.6 Subcontractors, Inter-Divisional Transfers (IDTs), and Teaming Partners

a. The Offeror shall provide a listing of the proposed subcontractors, IDTs, and teaming partners using the format in Table 12. Submit a listing of the proposed subcontractors and inter-divisional transfers valued at $5,000,000 or above of total contract value showing (a) the supplier, (b) location of contractor, (c) description of effort, (d) type of contract, (e) price and hours proposed by each, (f) price and hours included in prime contractor’s proposal to the Government, (g) evidence of adequate price competition, and (h) support for commercial item/service determination, if applicable. Those proposed subcontractors and inter-divisional transfers valued at less than $5,000,000 do not need to be separately identified, but are included as a total in this table. The total subcontract amounts must track back to the totals provided in the cost summary.

b. Provide rationale and any price/cost analysis supporting the reasonableness and realism of the subcontractor price/cost. If differences exist between the subcontractor’s price and the prime contractor’s price, such as adjustments for discounts or expected decreases to be achieved in negotiations, provide rationale for the difference. The prime contractor is responsible for the consistency of the cost data between the prime contractor submission and the subcontractor and interdivisional submission.

c. A separate cost volume, including cost formats, shall be submitted for each subcontractor, joint venture partners, teaming partners, and IDTs (including subsidiaries) whose performance will exceed $20 million of total contract value. (Note: If the BOEs for an IDT or subcontractor over the $20 million threshold is included and integrated into the prime contractor’s consolidated BOE, the subcontractor proposal need not include separate BOEs as long as there is direct traceability between the BOEs and the subcontractor proposal estimates.)

<table>
<thead>
<tr>
<th>Suppliers</th>
<th>Location</th>
<th>Description of Effort</th>
<th>Type of Contract</th>
<th>Subs Hours</th>
<th>Subs Price</th>
<th>Proposed Cost</th>
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<td>Total Hours</td>
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</table>

Schedule of Probable Subcontractors/IDTs/Teaming Partners (Sample)
The Offeror shall provide a detailed explanation on how each item listed above (and others the Offeror identifies not on the list) will be accomplished. The Offeror shall clearly identify how the cost will be treated, either as direct costs to the contract or included in an indirect cost pool, and if so, specify which one. If applicable, provide a breakout of the estimated costs by cost element and provide a basis of estimate to support the costs and show that there is no duplication between any direct or indirect cost, e.g. G&A. Address the cost allowability and allocation of the cost in accordance with the FAR and the Offeror’s CAS Disclosure Statement.

5.2.3.10 Offeror Management Reduction

If estimated costs required to perform the proposed effort have been decreased due to an Offeror’s management decision, provide a summary of the reduction by major cost element. Also, provide complete rationale for the reduction. If the management reduction does not impact the estimated cost to perform the effort, provide a description of the contractual mechanism proposed to make the management reduction contractually binding. NOTE: The Air Force does not encourage or require an Offeror to supplement DoD appropriations by bearing a portion of defense contract costs, whether through use of its Independent Research & Development (IR&D) funds or profit dollars.

5.2.3.11 Commonality with Other Programs

Any cost reductions made in the Offeror’s proposal that are attributed to commonality with other programs, company funded efforts, or capitalization of equipment must be supported with the following:

a. Commonality
   i. Identify the specific program(s) and why it is applicable.
   ii. Address the cost allowability and allocation of this action in accordance with the FAR and the Offeror’s CAS disclosure statement.

b. Company Funded Efforts: Identify the specific efforts, the planned start and end dates, the applicability to the current solicitation, the source of company funding and how the Offeror proposes to account for or allocate these costs in accordance with generally accepted accounting principles, and its CAS Disclosure Statement, if applicable.

c. Capital Equipment: Identify the specific item(s) capitalized and what other applications exist for the equipment, provide corporate approvals for each action, and address the cost allowability and allocation of the actions in accordance with the FAR and its CAS Disclosure Statement.

5.2.3.12 Intellectual Property Rights

As stated in Item 18 of the “Instructions for Completing DD Form 1423”, “[t]he estimated data prices [the Offeror shall insert into that block] shall not include any amount for rights in data.” Accordingly, for each estimated cost the Offeror inserts into Column 4 of Table 1, Column 5 of Table 2, Column 3 of Table 3, and Column 3 of Table 4 of Attachment 10 to Volume V that exceeds $0.00, the Offeror shall provide the following cost or pricing data:

a. A copy of its (or, if the owner of the data in question is a subcontractor, its subcontractor’s) written corporate policy that describes its standard approach for calculating the value of all intellectual property in its corporate portfolio (e.g., patents, copyrights, trade secrets). If such a policy exists, provide an explanation as to how that policy was used to calculate the
estimated cost or fixed price inserted into Column 4 of Table 1, Column 5 of Table 2, Column 3 of Table 3, and Column 3 of Table 4 of Attachment 10 to Volume V for each CDRL. If such a policy exists but was not used to calculate the estimated cost or fixed price, explain why that policy was not used in that case. If no such written corporate policy exists, so state.

b. If the Offeror (or, if the owner of the intellectual property in question is a subcontractor, its subcontractor) calculated the value of all intellectual property in its portfolio and included such information into its financial statements (consolidated balance sheets) – irrespective of whether those financial statements are included in any filings submitted to the U.S. Securities and Exchange Commission – provide a copy of those financial statements. In the event the Offeror is not a publicly traded company, provide equivalent information. In either case, identify where the value of all intellectual property in the Offeror's portfolio is contained in those financial statements or equivalent information, and explain how the estimated cost/price (i.e., the value of that specific item of intellectual property) the Offeror inserted into Column 4 of Table 1, Column 5 of Table 2, Column 3 of Table 3, and Column 3 of Table 4 of Attachment 10 to Volume V associated with each CDRL is subsumed within the total value of all intellectual property within that portfolio reflected in the Offeror’s financial statements. If those financial statements or equivalent information do not include such value of the rights associated with that CDRL, so state.

c. An identification of which traditional method(s) of calculating the value of intellectual property rights – e.g., cost approach, market approach, income approach – the Offeror used to calculate the value of the intellectual property associated with the data contained within that CDRL along with an explanation as to why that/those approach(es) were used for that CDRL.

i. If the Offeror used the cost approach (i.e., the cost of reproducing data by purchasing it today, by replacing it with a substitute data of equal utility and capability, or by creating an absolute reproduction of the asset) identify all direct hard costs (e.g., materials, design costs), soft costs and other indirect costs including development time (e.g., software coding), overhead/G&A, marketing costs, legal costs, profit, and opportunity cost. If the Offeror asserts that it developed the data exclusively at private expense, it shall demonstrate how it tracked the allocation of private and government funds to the development of the item, component or process that was accomplished with those funds and broke or separated the accounting trail for development of those technologies to indirect cost pools (e.g., Independent Research and Development (IR&D), costs not allocated to a government contract, or any combination thereof). The Offeror shall also demonstrate that any such assertion that it developed the data exclusively at private expense is consistent with any Contract Performance Reports (or their equivalent) submitted to the Government under any Government contract. Unless the data is a commercial item or commercially-available-off-the-shelf item, the Offeror shall have the burden of proving that development of the data was funded exclusively at private expense (DFARS 252.227-7037(b), 252.227-7019(f)).

ii. If the Offeror used the market approach, it shall provide actual market sales, rents, and transactions of the same or similar data using the following factors: the relevant industry, geographic constraints, exclusivity provisions, payment structures and mechanisms, timeframe, and the context of transactions. If the Offeror proposes to acquire commercial item computer software via GSA Federal Supply Schedules
pursuant to FAR 52.251-1 ("Government Supply Sources") under a CPIF or CPFF CLIN, it shall provide that pricing information.

iii. If the Offeror used the income approach, it shall explain how it analyzed the value today of future cash flows (using direct cash flow models, incremental cash flow models, price premium and excess earning models, relief from royalty analysis) or other measures of income (e.g., number of units, sales price, delivery schedule, profit margin, discount factor/rate) that can be estimated into the future for whatever remaining expected useful life the data may have. With respect to the delivery schedule, the Offeror shall also identify the length of time for which the income levels can be measured. With respect to the discount factor/rate, the Offeror shall identify the proposed discount and explain the basis for that proposed discount factor.
7 Volume V – Model Contract

7.1 Model Contract Sections
The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file. The Offeror’s proposal shall include a signed copy of the Model Contract, Sections A through K. This includes:

7.1.1 Volume V, Section A: Solicitation/Contract Form
The Offeror shall complete Blocks 12 to 16. Sign and date Blocks 17 and 18 of the SF33. Signature by the Offeror on the SF33 constitutes an offer, which the Government may accept. The “original” copy should be clearly marked and provided under a separate cover.

7.2 Volume V, Section B: Supplies or Services and Prices/Costs
The Offeror shall propose a target cost/fee at a percentage between 0.5% and 3% for CPIF CLINs. The Offeror shall propose a FFP for all FFP CLINs on the lines in the upper right. The Offeror shall propose $0 for the CPFF CLIN on the lines in the upper right.

7.2.1 Volume V, Section H: Special Contract Clauses
The Offeror shall complete the fill-ins indicted by “*” required by the following Special Contract Requirement Section H clauses:

Clause H.03 - Options, fill in the target cost and ceiling cost (for CPIF CLINS) and the Firm Fixed Price (for FFP CLINs) in the table.

Clause H.04 – GPS OCI (May 2012), fill in Sections (d) (3) (i) (A) and (B), and (d) (3) (ii).

Clause H.05 – Key Personnel Retention, fill in Section (e).

Clause H.07 – Releasability Under the Freedom of Information Act (March 2012), fill in Sections (b) (1), (2), and expand the list if there are more excepted items.

Clause H.08 - Special Studies, Section (i), fill in each of the columns of the table. The fixed fee shall not exceed 6% of the hourly labor rate.

7.2.2 Volume V, Section I: List of Attachments
The Offeror shall add any relevant clauses from the list below to Section I:

a. If the Offeror is a small business firm or nonprofit organization, then FAR 52.227-11, PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR, and DFARS 252.227-7039, PATENTS - REPORTING OF SUBJECT INVENTIONS will be added. Otherwise, DFARS 252.227-7038, PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS), will be added.

b. Section I of this solicitation incorporates by reference the Cost Accounting Standards clause at FAR 52.230-6. The Offeror shall update Section I to contain those clauses required based on the Offeror’s response to the Section K certification titled Cost Accounting Standard Notices and Certification (National Defense) that correspond to FAR 52.230-3, 52.230-4, 52.230-5, or any combination thereof.
c. The Offeror shall add the clause at FAR 52.229-10, STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX, if the performance is in whole or in part within the State of New Mexico and the contract directs or authorizes the contractor to acquire property as a direct cost under the contract.
d. If the Offeror is an educational institution, paragraph (a) of the clause at FAR 52.216-7, Allowable Cost and Payment shall be altered to refer to FAR Subpart 31.3 for determining allowable costs. Similarly if the Offeror is a nonprofit organization (other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122), paragraph (a) of the clause at FAR 52.216-7 shall be altered to refer to FAR Subpart 31.7. In addition, if the Offeror is an educational institution, DFARS 252.209-7005, MILITARY RECRUITING ON CAMPUS, shall be added to Section I.
e. If the Offeror has a comprehensive subcontracting plan under the test program described in 219.702(a), DFARS 252.219-7004, SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) shall be used in lieu of FAR 52.219-9, FAR 52.219-10, FAR 52.219-16, and DFARS 252.219-7003.

7.2.3 Volume V, Section J: List of Attachments
The Offeror shall fill in the dates and page numbers for attachments.

7.2.4 Volume V, Section K: Representations and Certifications
a. The Offeror shall complete the clauses in Section K following the instructions therein.
b. The Offeror shall complete the Section K provision entitled “Identification and Assertion of Use, Release, or Disclosure Restrictions” (DFARS 252.227-7017) by inserting the phrase “See Attachment 10” and signing the certificate.

7.3 Attachments to the Model Contract
The Offeror shall provide the following attachments to the Model Contract.

7.3.1 Exhibit A to Volume V: Contract Data Requirements List
a. The Offeror may propose clarifications, administrative fixes and Data Item Description (DID) modifications, and shall provide the following information:

(1) Block F, Contractor.
(2) Block 17-18, fill in as described in Exhibit A.
b. Should it be required to support proposed new processes or modifications to the existing processes, the Offeror may propose additional CDRLs.

7.3.2 Attachment 1 to Volume V: Performance Work Statement
A Government Performance Work Statement (GPWS) for the GPS Directorate SE&I contract is provided. The Offeror shall use the GPWS as the PWS to be attached to the contract with no additions or modifications.
7.3.3 Attachment 2 to Volume V: Contractor Work Breakdown Structure (CWBS)
The WBS and WBS Dictionary for the GPS Directorate SE&I contract is provided as Attachment 2 to the Model Contract. The Offeror shall not modify the WBS from levels 1 to 3. The Offeror may propose clarifications and administrative fixes to the WBS Dictionary provided, but shall not move tasks from one WBS level 3 element to another. The Offeror shall extend the selected WBS elements as needed to define the complete contract scope, consistent with the Offeror’s proposed approach for executing the program. The Offeror shall provide new WBS dictionary text for any extended WBS elements. Use MS Excel or Word with changes highlighted by utilizing change bars or Track Changes in a manner that makes it clear what changes have been incorporated. Reference MIL-STD-881C for developing the CWBS and associated dictionary. The CWBS shall serve as the framework for contractor, inter-divisional, subcontractor, and associate contractor activities. The Offeror’s proposed CWBS and corresponding dictionary shall be provided as Attachment 2 to the Model Contract.

7.3.4 Attachment 3 to Volume V: Contract Performance Incentive Fee Plan
The Offeror shall propose between 0.5% and 3.5% of the total proposed cost of the CPIF portion of the contract for the “Enhancing value across the Enterprise” incentive, between 0.5% and 1.5% of the total proposed cost of the CPIF portion of the contract for the “System Integration and Verification” and the “Maintaining the Technical Baseline” incentives, and between 0.5% and 1.0% of the total proposed cost/price of the CPIF portion of the contract for the “Transition and Workforce Stability” incentive and fill in Table 1 accordingly. The Offeror shall also fill in Section 2.0 consistent with the instructions provided above.

7.3.5 Attachment 4 to Volume V: Small Business and Small Disadvantaged Business Subcontracting Plan
a. Each large business Offeror shall submit a Small Business Subcontracting Plan in accordance with FAR 52.219-9 including information required in paragraphs (d) (1) through (d) (11) of that clause.
b. In addition to the content requirements specified in FAR 52.219-9, plans shall include the following:
   i. Percentage goals for small business subcontracting expressed in terms of total contract value. This information shall be consistent with the information provided in Attachment TC6.
   ii. A description and dollar amount of the planned use of Alaska Native Corporations, Indian tribes, Historically Black Colleges and Universities/Minority Institutes and Ability One (formerly Javits-Wagner-O’Day) organizations that will be included in the small disadvantaged business and small business goals/dollars proposed.
   iii. A statement that block 15 of the Individual Subcontract Report and Summary Subcontract Report will contain the email addresses of both the PCO and the Space and Missile Systems Center (SMC) Office of Small Business Programs (smallbus@us.af.mil).
   iv. A description of the process the prime Offeror will use to ensure timely and accurate small business subcontract reporting in the Electronic Subcontracting Reporting System (eSRS) for all tiers of subcontracting in accordance with FAR 52.219-9. (Not
with the Government. The IMP shall be a single plan for the entire effort, including associate and subcontractor activities that are compliant with SMC-S-001. There shall be an IMP section/subsection for each of the elements in the Offeror’s proposed CWBS, as linked to the PWS. The IMP shall have traceability to IPT organizations to allocate responsibility and accountability for task/product completion and shall indicate primary and supporting IPTs. Specifically, the IMP shall:

1. Capture the core activities and processes necessary to implement the program,
2. Be written as an event-driven plan each section/subsection of which contains SAs and ACs needed to successfully complete each major program milestone (encompassing all functional disciplines) of all CWBS elements,
3. Measure program maturity by marking the initiation/ conclusion of events/milestones, SAs, and associated completion criteria that describe the total work effort necessary to acquire a system which meets contract requirements,
4. Provide traceability from the IMP to activities in the CWBS and PWS to the IMS and to the IPT organization, and
5. Provide traceability to the Government Enterprise IMP.

ii. Specific Instructions

1. Events: The Offeror shall include definitions of each event at the beginning of the IMP. Events shall be properly sequenced. For each event, there shall be one or more entry or exit SAs. At a minimum, the IMP shall include the SE&I Enterprise Design Reviews (EDR) in accordance with SMC-S-21, “Technical Reviews and Audits for Systems, Equipments and Computer Software”. The Offeror is encouraged to identify other reviews, milestones, and events that best reflect the proposed program approach.
2. Significant Accomplishments (SA): For each SA, there shall be one or more ACs, and each SA shall be sequenced in a manner that ensures a logical path is maintained throughout the effort. At a minimum, the IMP shall include SAs related to the technical baseline, integration and test activities leading up to reviews and deliveries.
3. Accomplishment Criteria (AC): ACs shall include sufficient detail to demonstrate that the accomplishment has been achieved consistent with the level of the design. The ACs should avoid using “percent completed” and citing to data item report numbers rather than identifying and summarizing results. At a minimum, the IMP shall include the following ACs: kickoff meetings (working meetings to clarify programmatic issues with the technical and contract team), detailed peer reviews, design audits, and independent reviews and their grading criteria. ACs shall include the use of TPMs and metrics to track detailed tasking in the IMS.

iii. Narratives: IMP narratives shall not be included.

7.3.11 Attachment 10 to Volume V: Rights in Data (Including Technical Data, Computer Software, and Computer Software Documentation)

The Offeror shall complete Attachment 10 in accordance with the following instructions:

a. The Government has determined its minimum needs for this acquisition include:
Unlimited Rights to all noncommercial technical data listed in Table 1 of Attachment 10 where the phrase “Unlimited” is stated in column 3 of the row associated with that item of technical data;

Government Purpose Rights to all remaining noncommercial technical data and computer software listed in Table 1 of Attachment 10 where the phrase “Offeror to Complete” is stated in column 3 of the row associated with that item of technical data or computer software;

Special License Rights to data other than technical data (e.g., schedule/milestone data, financial data) delivered to the Government described in Attachment 10 paragraphs c.(3,5); and

Special License Rights to review all data used by the Contractor to create any CDRL delivered under this contract to verify the currency, accuracy and completeness of the data contained in those CDRLs described in Attachment 3 paragraph c.(4).

With respect to Section L-7.3.11.a.i. the Government made the determination that various CDRLs listed in Attachment 10 must be delivered with Unlimited Rights after reviewing the tailored Data Item Descriptions referenced in those CDRLs consistent with the statutorily-defined categories in 10 U.S.C. § 2320(a)(2)(F)(i)(II). With respect to Sections L-7.3.11.a.ii, the Government made the determination that various CDRLs listed in Attachment 10 must be delivered with at minimum Government Purpose Rights to meet the GPS Directorate’s minimum needs consistent with the SE&I Acquisition Strategy.

Where there are valid reasons why an Offeror must develop entirely at private expense or provide previously developed technical data or computer software under this contract the Offeror may not be required, either as a condition of being responsive to this RFP or as a condition for award, to sell or otherwise relinquish to the Government any proprietary right in technical data or computer software developed at private expense, except for the items identified at DFARS 227.7103-5(a)(2) and (a)(4) through (a)(9), DFARS 227.7203-5(a)(3) through (6) and DFARS 227.7102-1.

Complete Table 1 in Attachment 10 in the following manner:

With regard to items of technical data associated with cells in Column 3 of that table labeled as “Unlimited”, leave those cells as-is. If, however, the Offeror is not willing to sell Unlimited Rights to an item labeled as such in Column 3, place the following character (“—”) in the corresponding cell in Column 3 of the table in Attachment 10 associated with that item.

With regard to items of technical data or computer software associated with cells in Column 3 of that table labeled as “Offeror to Complete,” insert either “Government Purpose” or “Unlimited” into each such cell. If, however, the Offeror is not willing to sell Government Purpose Rights to an item that contains the phrase “Offeror to Complete” in Column 3 for that item, place the following character (“—”) in the corresponding cell in Column 3 of the table in Attachment 10 associated with that item.

Insert a proposed estimated cost into each cell in Column 4 of that table for those items of data or computer software associated with that item’s corresponding cell in Columns 1-2. If the Offeror is not willing to sell Unlimited Rights to an item labeled as such in Column 3 or Government Purpose Rights at minimum to an item labeled as “Offeror to Complete” in that column, the Offeror shall place the following character (“—”) in the corresponding cell in Column 4 of the table in Attachment 10 associated with that item to signify that the Offeror is not willing to sell such rights to that item.
Government notes that it is entitled to Unlimited Rights in technical data and computer software associated with certain items delivered under this contract in certain situations, even where those items were not developed exclusively with Government funding (see DFARS 252.227-7013(b)(1)(ii, iv-ix) and DFARS 252.227-7014(b)(1)(ii-vi)). Because CDRL A028 contains technical data and cost/financial/schedule data, the Offeror shall propose one estimated cost/price in Table 1 for the rights in technical data and cost/financial/ schedule data to be delivered for that CDRL.

e. Complete Table 2 in Attachment 10 in the following manner:

i. In Column 1 of that table, identify the CDRL number which will contain that commercial item technical data or computer software.

 ii. In Column 2 of that table, identify the Data Item Title (Subtitle) of that CDRL.

 iii. In Column 3 of that table, identify the names of all vendors that will be supplying commercial item technical data or computer software in alphabetical order, the trade name(s) of the technical data or computer software applications(s) and the version number or issue date of that technical data or computer software application(s) (e.g., “Adobe Professional X”), and the license number(s) of that commercial item of technical data or computer software to be delivered or otherwise furnished as part of that CDRL. (Note: If the Offeror proposes to deliver any Public Domain/Open Source Software (PD/OSS), the Offeror shall only identify the base product in Column 3 – not the dependencies (e.g., PD/OSS licenses referenced in the proposed PD/OSS license)). The Government anticipates the Offeror may propose to reuse previously delivered technical data and computer software in subsequent CDRL deliverables. If the Offeror proposes to do so, all licenses associated with delivery of technical data or computer software in previous CDRL deliveries shall be listed in that column underneath that subsequent CDRL associated with those subsequent deliveries in addition to all licenses associated with delivery of technical data or computer software that were not the subject of previous CDRL deliveries.

 iv. In Column 4 of that table, insert the quantity associated with the licenses relating to the delivery of commercial item technical data, commercial item computer software, or commercial item software documentation the Offeror proposes to deliver to the Government in that CDRL or CLIN.

 v. In Column 5 of that table, insert an estimated cost/price into each cell associated with that item’s corresponding cell in Columns 3-4 including only direct costs. (As used in this subsection and subsections L-7.3.11.f - L-7.3.11.h, the term “direct costs” is defined as the cost/price proposed to be charged the Offeror by a prospective subcontractor excluding any overhead or G&A the Offeror anticipates expending to acquire that commercial item technical data, computer software or computer software documentation from that prospective subcontractor.)

f. Complete Table 3 in Attachment 10 by inserting a proposed estimated cost/price into each cell associated with that item’s corresponding cell in Columns 1-2 including only direct costs. If the Offeror is not willing to sell the rights described in Attachment 10 to an item listed in that table, the Offeror shall place the following character (“—”) in the corresponding cells in Column 3 of that table associated with that item to signify that the Offeror is not willing to sell such rights to that item.

g. In subsection c.(4), replace the asterisk (**)) with the estimated direct cost/price for Special License Right Category B. If the Offeror is not willing to sell the rights described in
Attachment 10 for the rights described in that subsection, the Offeror shall replace the asterisk (***) with the following character (

h. Complete Table 4 in Attachment 10 by inserting a proposed estimated cost/price into the cell associated with that item’s corresponding cell in Columns 1-2 including only direct costs. If the Offeror is not willing to sell the rights described in Attachment 10 to that item listed in that table, the Offeror shall place the following character (‘—‘) in the corresponding cells in Column 3 of that table associated with that item to signify that the Offeror is not willing to sell such rights to that item.

i. In subsections d.(2-4), replace the asterisks ("**") with the Offeror's name in uppercase letters;

j. To ensure that the parties will maintain proper configuration control of all licenses throughout the performance of the resulting contract, create an “Appendix A” to Attachment 10 with a separate tab for each vendor listed in Table 2. Insert into that separate tab one copy of every license listed in column 3 of Table 2 associated with any technical data or computer software the Offeror will purchase from that vendor and subsequently deliver to the Government, including, but not limited to all licenses associated with any Public Domain/Open Source Software (PD/OSS)(including licenses to the base software application and all dependencies) proposed to be delivered to the Government under any CDRL listed in the order in which that license appears in that table. If an Offeror proposes to deliver such software to the Government, the base license(s) associated with that PD/OSS may incorporate by reference licenses from dependent PD/OSS. Under such circumstances, to minimize duplication of such dependent licenses in Appendix A the Offeror shall (1) list those dependent licenses on a separate sheet of paper immediately following a copy of the base license and indicate in which tab of Appendix A that/those dependent license(s) may be found, and (2) include only one copy of that/those dependent license(s) in a separate tab for that vendor. Each non-PD/OSS license contained in that appendix shall expressly refer to the identical vendor, trade name, version number and issue date of that technical data or computer software listed in Table 2. The Government expects that prior to inserting any proposed license into Appendix A, the Offeror will have carefully read the license to ensure that its terms and conditions are consistent with all requirements of this RFP. In this regard, Attachment 10.i includes an order of precedence clause placing the burden of compliance with those requirements on the prime contractor. In accordance with DFARS 227.7202-1(a), the Government is not required to acquire licenses to commercial computer software (or related documentation) where such licenses are inconsistent with Federal procurement law. Certain provisions in the Order of Precedence provision contained in Attachment 10.i, specifically, subsections (1), (4), (5), (6), (7), (9), (12), (14), (15) and (16), summarize Federal procurement law. The Government cannot accept any offer that proposes to modify those subsections in a manner that is inconsistent with Federal procurement law.

k. Should the Offeror propose additional CDRLs, the Offeror shall add the new CDRLs to the appropriate Table in Attachment 10, and fill out the required data described above.

7.3.12 Appendices to Volume V
The Offeror shall provide the following appendices which will not become part of the contract upon award. These appendices will be used to assess the Offeror’s compliance with the terms and conditions of this solicitation.
SECTION M - EVALUATION FACTORS FOR AWARD

Request for Proposal
FA8807-11-R-0001

April 4, 2013
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1  Basis for Contract Award

The Government will select the best overall offer, based upon an integrated assessment of Technical Capability/Technical Risk, Past Performance, and Cost/Price. This is a best value source selection conducted in accordance with the Federal Acquisition Regulation (FAR) Subpart 15.3, Source Selection, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Air Force Federal Acquisition Regulation Supplement (AFFARS). These regulations are available electronically at the Air Force (AF) FARSite, http://farsite.hill.af.mil. A contract may be awarded to the Offeror who is deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation’s requirements (to include all stated terms, conditions, representations, certifications and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors and subfactors to represent the best value to the Government. The Government seeks to award to the Offeror who gives the Air Force the greatest confidence that it will best meet or exceed the requirements for the proposed cost and fee. The source selection authority (SSA) will base the source selection decision on an integrated assessment of proposals against all source selection criteria in the solicitation (described below). While the Government source selection evaluation board (SSEB) 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.

2  General Evaluation Information

2.1  Number of Contracts to be Awarded

The Government intends to make a single contract award as a result of this solicitation. However, the Government reserves the right to not award a contract depending on the quality of the proposals submitted and the availability of funds.

2.2  Rejection of Unrealistic Offers

The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

2.3  Correction Potential of Proposals

The Government will consider, throughout the evaluation, the “correction potential” of any deficiency, in accordance with FAR 15.306. The judgment of such “correction potential” is within the sole discretion of the Government. An Offeror may be eliminated from the competitive range if an aspect of an Offeror’s proposal does not meet the Government’s requirements and is considered not correctable.

2.4  Alternate Proposals

Alternate proposals will not be considered.

3  Definitive Responsibility Criteria

Any proposal submitted in response to this solicitation must satisfy all of the following conditions as of the date of contract award. In the event that a proposal contains a deficiency
associated with any of these criteria, the Government will deem the proposal to be unacceptable irrespective of the Government’s evaluation of the Offeror’s proposal relative to the factors listed in Section M-4.

3.1 Security Clearances
All facilities (except SAP facilities) and personnel proposed to perform this contract are clearable to the security level required to perform work in the PWS, consistent with the security clearance levels required by the solicitation (see DD Form 254).

3.2 Funding Constraint
The proposed cost must not exceed the funding profile for any fiscal year identified in Section L, Table 1. The evaluation shall be made on the basis of a separate comparison for each fiscal year of the contract as well as a comparison between the proposed maximum contract Government liability (or, for cost reimbursable CLINs, the total price) and the total funding information. The Government makes no assurance that the projected funds will be available for this program nor shall this solicitation provision be the basis for a claim or request for equitable adjustment under the contract in the event the projected funds fail to materialize.

3.3 Certifications and Representations
All certifications and representations required by Section K of the solicitation must be completed.

3.4 Organizational Conflict of Interest Mitigation Plan
The Organizational Conflict of Interest Mitigation Plan must be acceptable.

3.5 Facility
The Offeror must propose a facility located within a 2-mile radius of the Space and Missile Systems Center Headquarters in El Segundo, CA, that complies with the requirements specified in Section 4.3.4.1 of the PWS (Attachment 1).

4 Evaluation Criteria
4.1 General
a. The Government will evaluate the Offeror’s proposal with regard to its ability to satisfy the requirements of the solicitation. Award will be made to the Offeror proposing the combination most advantageous to the Government based on an integrated assessment of the evaluation factors and subfactors described below.
b. The Technical Capability/Technical Risk Factor is the most important factor. The Past Performance Factor is the second-most important factor and Cost/Price is the third-most important factor. In accordance with FAR 15.304(e), when combined, all evaluation factors, other than cost/price, are significantly more important than the Cost/Price Factor. The relative ranking of the Technical Capability/Risk subfactors is as follows: Systems Engineering and Integration, then Domain Expertise, and finally Start-Up Plan.
c. The matrix shown in Table 1 below summarizes the types of evaluation factors and subfactors, and the approach that will be used to determine best value. Table 2 provides the definition of the color ratings, and Table 3 provides the definitions of the risk level ratings.
4.2 Factor 1 – Technical Capability/Technical Risk


b. The Technical Capability requirements will be evaluated in terms of proposal strengths and deficiencies. The Government reserves the right to accept or not accept the Offeror’s assessment of “strengths”. The Technical Capability Rating reflects the extent to which the Offeror’s proposal satisfies the requirements of the RFP in accordance with the evaluation criteria. The Government will assign one of the color ratings listed in Table 2 below for each Technical subfactor based upon the strengths and deficiencies contained in the Offeror’s proposal.

i. A “strength” is an aspect of an Offeror’s proposal that has merit or exceeds specified performance or capability requirements in a way that is advantageous to the Government during contract performance.

ii. A “deficiency” in the proposal is 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.

Table 1 Evaluation Matrix

<table>
<thead>
<tr>
<th>Technical Capability and Technical Risk Subfactors (Subfactors listed in priority order)</th>
<th>Systems Engineering and Integration</th>
<th>Domain Expertise</th>
<th>Start-Up Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Risk</td>
<td>Low</td>
<td>Low</td>
<td>Low</td>
</tr>
<tr>
<td>Moderate</td>
<td>Moderate</td>
<td>Moderate</td>
<td></td>
</tr>
<tr>
<td>High</td>
<td>High</td>
<td>High</td>
<td></td>
</tr>
<tr>
<td>Outstanding</td>
<td>Outstanding</td>
<td>Outstanding</td>
<td></td>
</tr>
<tr>
<td>Good</td>
<td>Good</td>
<td>Good</td>
<td></td>
</tr>
<tr>
<td>Acceptable</td>
<td>Acceptable</td>
<td>Acceptable</td>
<td></td>
</tr>
<tr>
<td>Marginal</td>
<td>Marginal</td>
<td>Marginal</td>
<td></td>
</tr>
<tr>
<td>Unacceptable</td>
<td>Unacceptable</td>
<td>Unacceptable</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluation Factors</th>
<th>Past Performance</th>
<th>Realism</th>
<th>Reasonableness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptable</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Unacceptable</td>
<td>No</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

Cost/Price Evaluation Factors

 Proposed Cost/Price: $_______
 Most Probable Cost: $_______

Table 1 Technical Capability Evaluation Ratings

<table>
<thead>
<tr>
<th>Color</th>
<th>Rating</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Color</td>
<td>Rating</td>
<td>Definition</td>
</tr>
<tr>
<td>-------</td>
<td>-----------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>B</td>
<td>Outstanding</td>
<td>Proposal meets requirements and indicates an exceptional approach and understanding of requirements. The proposal contains multiple strengths and no deficiencies.</td>
</tr>
<tr>
<td>P</td>
<td>Good</td>
<td>Proposal meets requirements and indicates a thorough approach and understanding of requirements. The proposal contains at least one strength and no deficiencies.</td>
</tr>
<tr>
<td>G</td>
<td>Acceptable</td>
<td>Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths and no deficiencies.</td>
</tr>
<tr>
<td>Y</td>
<td>Marginal</td>
<td>Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements.</td>
</tr>
<tr>
<td>R</td>
<td>Unacceptable</td>
<td>Proposal does not meet requirements and contains one or more deficiencies and is unawardable.</td>
</tr>
</tbody>
</table>

Source – DoD Source Selection Procedures

c. The Technical Risk requirements will be evaluated in terms of proposal weaknesses and significant weaknesses. The Technical Risk rating reflects the extent to which the Offeror’s proposal increases the potential for disruption of schedule, increased cost, or degradation of performance, the need for increased oversight, and the likelihood of unsuccessful contract performance. The Government will assign one of the risk ratings listed in Table 3 for each Technical subfactor based on the weaknesses and significant weaknesses contained in the Offeror’s proposal. In addition, whenever the Government adjusts a proposed element of cost upward associated with a CPIF CLIN or CPFF CLIN, or identifies price realism concerns for a FFP CLIN, it may also assign a weakness or significant weakness to the appropriate subfactor.

i. A “weakness” means a flaw in the proposal that increases the risk of unsuccessful contract performance.

ii. A “significant weakness” in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
Table 2 Technical Risk Evaluation Ratings

<table>
<thead>
<tr>
<th>Rating</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low</td>
<td>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.</td>
</tr>
<tr>
<td>Moderate</td>
<td>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.</td>
</tr>
<tr>
<td>High</td>
<td>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.</td>
</tr>
</tbody>
</table>

4.2.1 Subfactor 1: Systems Engineering and Integration

The Government will evaluate the extent to which:

4.2.1.1 Business Management Approach

a. The proposed subcontract management strategy demonstrates that the prime contractor is fully in control of its team, is accountable, and does not place the burden of managing multiple team members on the Government. Agreements show subcontractor staffing will be in place when required by the plan. The proposed subcontract management strategy emphasizes a “one-team” approach and provides acceptable performance quality for all members of the team.

b. The Offeror proposes in Attachment 10 to Volume V, rights in data that satisfies the Government’s minimum needs as described in this RFP. The Government will not assign a strength to an Offeror’s proposal that proposes to deliver rights in data greater than the minimum specified in this RFP. The analysis conducted by the Offeror (including all assumptions made) demonstrates that the quantity associated with the licenses for commercial item technical data and computer software the Offeror proposes to deliver to the Government listed in Table 2 of its completed Attachment 10 will be sufficient for the Government to successfully execute all programs that comprise the GPS Enterprise.

c. First-tier subcontractors identified in the Offeror’s Small Business Participation Plan will perform at least 25% of the proposed cost/price of the contract. The Government will not assign a strength for small business participation greater than 25%. The Government will assign a deficiency if the proposed percentage is less than 25%.

4.2.1.2 System Engineering, Integration and Test

a. The Offeror’s Performance Work Statement (PWS), Integrated Master Plan (IMP), Contractor Work Breakdown Structure (CWBS), and Integrated Master Schedule (IMS) are clearly integrated with each other and contain well-defined events that capture the tasks in the PWS and demonstrate an ability to support successful enterprise integration and program execution. The Offeror’s schedule risk assessment and critical path analysis is complete, identifies second and third tier critical paths, provides margin and potential mitigation for critical tasks, and provides margin to accommodate unexpected program events. The Offeror demonstrates a reasonable strategy for handling work at various contractor locations, which
will enable efficient and effective coordination. The Offeror’s strategy does not require significant stakeholder travel or technology upgrades at government or other stakeholder facilities. The Offeror demonstrates an ability to efficiently and effectively respond to schedule changes with minimal impact to future milestones and contract cost.

b. The Offeror’s response to the scenario demonstrates an integrated, effective, efficient, complete, and proactive strategy and plan for implementing the proposed changes to the technical baseline that enables consensus to be reached amongst the Government, Segment prime contractors and subcontractors, and associate contractors to consistently reduce technical disconnects between segments and ensure proper execution of the proposed change. The Offeror proposes reasonable and effective processes and tools that enable communications amongst all members of the Offeror’s team, all segment prime contractors, and other federal agencies and demonstrate an acceptable understanding of the complexity of the GPS stakeholder environment and will facilitate proactive and accurate cost, schedule, and performance impact assessments of proposed changes to the technical baseline. The Offeror’s proposed processes include sufficient checks and balances to produce high fidelity specification and ICD changes, are fully integrated into the GPS Directorate’s change management process, and reduce rework of the segment prime contractor’s technical documentation and hardware and software products. The Offeror’s proposed schedule includes all tasks (including Government approval appropriate decision points) and dependencies between tasks needed to implement the proposed change to the technical baseline and successfully bring the requirements process to closure. The Offeror’s schedule risk analysis identifies the major risks and provides feasible mitigation plans.

c. The Offeror’s proposed test program management process appropriately defines roles and responsibilities for the test program, allocates qualified staffing, and demonstrates an efficient, integrated test program from segment to system development test, and support for Operational Testing. The Offeror’s proposed testing approach, including lower level testing and support for Operational Testing, defines an appropriate enterprise or system level testing process that ensures integrated, and validated capabilities.

d. The Offeror’s proposed technical and business processes demonstrate a comprehensive understanding of the current processes; describe detailed, clear, integrated, efficient, reasonable process improvements; describe an organized, efficient and integrated approach consistent with the Offeror’s, government’s and stakeholders’ processes; and are comprehensively documented in TC5, the Systems Engineering Plan (SEP), Enterprise Test and Evaluation Master Plan (E-TEMP), updated GPS Directorate Operating Instructions (OIs), and other Directorate documents in TC7. The Offeror’s internal processes are integrated with the government processes or are necessary for internal management, and avoid excess workload for the Offeror, government, other stakeholders, or segment prime contractors. Changes to the existing processes and new processes represent an improvement to the current process, and are implementable without adversely impacting the critical path of the segment prime contractor and government schedules. Additional or modified tools that can be acquired from a commercial source are available for government and other stakeholders without excessive cost and are acceptable for use on Government computers. Additional or modified tools that are proprietary to the Offeror or its subcontractors are accessible by government and other stakeholders as well as all members of the Offeror’s team. If additional tools are proposed that produce data integral to the new processes, the data is described in a new CDRL or the data can be transferred to a format readable and useable by software that is available to the Government, and the Offeror proposes to grant the
Government license rights for this data that will permit the Government to use, release and disclose all such data amongst all necessary GPS stakeholders.

e. The Offeror’s response to the scenario demonstrates a comprehensive understanding of the problem, the purpose of the various GPS programs, the roles of segment prime contractors, Government, and user community; and proposes a realistic, effective and integrated approach that will lead the government to an acceptable solution to reduce Directorate costs for the problem posed in the scenario. The Offeror’s solution is responsive and thorough and demonstrates the capability to successfully identify and mitigate impacts arising from its recommended solutions. The SE&I tasks are clearly and appropriately defined. The Offeror’s response to the scenario demonstrates timely and accurate cost, schedule, and performance impact assessments of the changes required in response to the scenario.

4.2.2 Subfactor 2: Domain Expertise

a. The Offeror presents a logical and streamlined approach to organizing personnel, consistent with government and stakeholder interfaces, and provides staffing and skills mix, with sufficient relevant expertise to meet the requirements of the PWS. The Offeror demonstrates a clear understanding of the skills and experience required to perform the SE&I GPS tasks and provides appropriate key personnel with demonstrated knowledge and expertise in critical PWS areas.

b. The Offeror demonstrates a realistic ability to retain key personnel and to minimize unwanted workforce turnover, while satisfying the requirements of the PWS. The Offeror demonstrates the ability to maintain domain expertise, appropriately cleared staff, and quality of work when key personnel turnover occurs.

c. The Offeror’s analysis (including all assumptions made) demonstrates that the percentage of SAP-eligible personnel the Offeror proposes is sufficient to perform all the services required by the PWS. The personnel are applied to the appropriate WBS items.

d. Oral Presentation: The Government will not assign a strength to any part of the oral presentation. The Government will not conduct discussions regarding the Offeror’s response to the integration scenario or its answers to the written questions, and the Offeror will not be given an opportunity to correct or revise its response to the scenario or its answers to the written questions, because to conduct such discussions would defeat the purpose of the oral presentation: To test under time constraints. The Government will evaluate the two parts separately.

i. Part 1: The Offeror’s response to the integration scenario provided as part of the oral presentation demonstrates a thorough understanding of the technical domain of the GPS Directorate and the role of the SE&I within it. The Offeror demonstrates the ability to logically think through problems, allocate tasks among team resources, consider multiple variables, consider alternatives and constraints, and reach reasonable solutions that are readily actionable by government decision makers (e.g., program managers). The Offeror’s solutions are consistent with its proposed management, staffing, processes, procedures, tools, and schedule from the written proposal. The Offeror’s responses are organized, clear, concise, and complete.

ii. Part 2: Based on the completeness and accuracy of the answer provided by the Offeror to each question, the Government will assign a “satisfactory” or “unsatisfactory” grade to the answer. If the Government assigns an “unsatisfactory” assessment to three of the answers provided by the Offeror, the Government will assign a weakness to this part of the oral presentation. If the Government assigns an “unsatisfactory” assessment to four
SPACE AND MISSILE SYSTEMS CENTER (SMC)

Global Positioning Systems Directorate (SMC/GP)
Enterprise Systems Engineering and Integration

ATTACHMENT 1 - Performance Work Statement

Request for Proposal
FA8807-11-R-0001
March 21, 2013
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1 Scope and Background

1.1 Executive Overview and Objectives

The purpose of this acquisition is to provide Systems Engineering and Integration (SE&I) expertise to the United States Air Force (USAF) Space and Missile Systems Center (SMC) Global Positioning Systems (GPS) Directorate (SMC/GP), hereafter the Directorate, which is tasked with the acquisition and management of the GPS Enterprise, hereafter the Enterprise. The Enterprise as illustrated by (FOUO) Figure 1, is a system of systems, composed of three product segments: a Space Segment that contains space vehicles (SV), a Control Segment that contains all of the ground infrastructure necessary to control the SVs and to provide GPS services to a variety of external users, and a User Segment that contains all of the GPS military user equipment (UE). Each of the segments is composed of Integrated Product Teams (IPT), one for each of the GPS development programs. In addition, external agencies and other stakeholders participate as part of the overall GPS community in all the technical aspects of GPS development. Use of the word “system” herein and in compliance and reference documents means the Enterprise. The Directorate seeks effective SE&I at the external, Enterprise, and IPT levels to first continue existing Enterprise systems engineering processes and products, and eventually to mature the Enterprise level SE&I processes and products, to provide cross-program, Enterprise-wide cross-segment systems integration.

The SE&I Contractor is expected to be a system integrator as part of the systems engineering team. SMC/GP, as the lead system integrator will delineate the intended roles and responsibilities for its SE&I contractor alongside its organic, Federally Funded Research and Development Center (FFRDC), Advisory and Assistance Services (A&AS) and development contractors’ system engineering capabilities. The SE&I Contractor will perform integration and testing activities at the Enterprise-level and deliver the associated products to the GPS Directorate; deliver and provide updated versions of the GPS Enterprise technical baseline, which will include a new GPS Enterprise Specification; support the Government in acquisition, including providing approvable products that are required for Department of Defense (DoD) milestone approvals; execute all Enterprise and IPT-level control processes, and evolve and provide updates for all Enterprise and IPT-level control process directive documentation. The SE&I Contractor will also perform directed analysis and provide associated alternatives / recommendations for Enterprise level decisions by the Government. The SE&I Contractor will achieve these goals across all GPS programs in all acquisition phases. Throughout this Performance Work Statement (PWS), the use of the verb “manage” pertains to the role of the SE&I Contractor to coordinate and recommend to the Government a specific course of action.
The PWS defines the tasks and processes that are required to execute to and refine Directorate systems engineering processes; provide horizontal integration, test and verification of the Enterprise; close and maintain the GPS technical baseline; perform Enterprise and IPT-level risk management; perform Enterprise-level systems engineering tasks (e.g., trades studies); and support the Directorate in acquisition-related areas.

All of these tasks will be managed through conducting an annual Enterprise Technical Review (ETR).
Note: The SE&I contractor is not empowered with decision or directing authority. The Directorate retains all decision and direction authority.

1.2 GPS Enterprise Description

GPS is a dual-use, military-civil system that provides real-time, accurate, worldwide positioning, navigation, and timing to an unlimited number of users. The system operates in all-weather and electromagnetically jammed environments, while supporting peace and wartime operations in space, in the air, on land and on sea. The GPS Directorate has two specific missions: Positioning, Navigation and Timing (PNT) and Nuclear Detonation (NUDET) Detection. The Enterprise includes all the GPS programs and other elements that comprise the GPS PNT, Nuclear Detonation (NUDET) Detection System (NDS), and secondary payload missions. A program is defined as work effort for which a Government Directorate and a prime contractor are responsible for delivering a major component of the overall system’s capability, e.g. SMC/GPV3 (GPS III Space Vehicle Branch, GPS Directorate) and Lockheed Martin for the GPS III space vehicle (SV); SMC/GPGX (Next Generation Operational Control System (OCX) Branch, GPS Directorate) and Raytheon for OCX; and SMC/GPGN (NDS Branch, GPS Directorate) and Sandia National Laboratories (SNL) for Integrated Correlation and Display System (ICADS) Build 6 development and integration. Elements are major components of the Enterprise other than programs (e.g., augmentations, future systems).

The GPS PNT mission currently consists of three Segments: Space, Control, and User, containing Programs and Integrated Product Teams (IPTs). The technical baselines for each Segment are documented in the System and Segment Specifications, or Technical Requirements Document (TRD) in the case of UE. GPS Segments include a wide variety of both legacy and modernized equipment.

The US military relies heavily on encrypted military GPS receivers. The GPS User Segment is responsible for the development and systems engineering oversight of a wide variety of Government/military ground, sea, airborne, and spaceborne terminals (which are procured separately by the respective Services: Air Force, Navy, and Army or International Partners). Several augmentation systems exist, such as those that provide accuracy and integrity. A key integration task is synchronizing efforts for the large variety and number of legacy, modified-legacy, and new user equipment systems under parallel development.

(FOUO) The GPS NDS mission currently consists of two Segments: NDS space and NDS ground. The NDS space segment includes interfaces with other space platforms besides GPS. They include Defense Support Program (DSP), Alternate Host 1 (AH-1), and Alternate Host 2 (AH-2). The NDS ground segment includes two fixed sites at Schriever Air Force Base (AFB) and Buckley AFB, mobile platforms, and a remote antenna site at SNL at Kirtland AFB. The NDS ground segment fixed sites contain the ICADS installations. A legacy mobile site is known as a Ground NDS Terminal (GNT) with the next generation known as a Universal GNT (UGNT). The ground segment interfaces with many different interfaces from operators to users.

One key capability GPS provides to the Warfighter is Electronic Protection, with protected signals and a protected communications network. GPS will be a charter user of a new Key Management Infrastructure (KMI) information security system being developed by the National Security Agency (NSA). Accordingly,
close coordination and cooperation with the Defense Information Systems Agency (DISA), NSA, Air Force Space Command (AFSPC), and other external agencies is vital.

(FOUO) Current programs within the Enterprise are:

1. Space Vehicles (SV) programs consisting of:
   a. GPS IIA (Currently launched and in sustainment),
   b. IIR, IIR-M (Currently launched and in sustainment),
   c. IIF (Currently in development, being fielded), and
   d. III (Currently in development).
2. Ground control software and monitoring programs consisting of:
   a. Operational Control System (OCS) Architecture Evolution Plan (AEP) (in sustainment),
   b. Launch and Early Orbit Anomaly and Disposal Operations (LADO) (in sustainment), and
   c. OCX (Currently in development).
3. Current User Equipment (CUE) programs consisting of:
   a. Advanced Digital Antenna Production (ADAP) (in production)
   b. Defense Advanced GPS Receiver (DAGR) (in sustainment),
   c. Miniaturized Airborne GPS Receiver (MAGR) (in sustainment),
   d. Ground Based-GPS Receiver Application Module (GB-GRAM) (in sustainment), and
   e. Modernized User Equipment (MUE) (in development),
4. Military GPS User Equipment (MGUE) program (in development)
5. (FOUO) NDS programs, consisting of:
   a. United States Nuclear Detonation Detection System (USNDS) payloads on GPS, Defense Support Program (DSP), Alternate Host – 1 (AH-1), Alternate Host – 2 (AH-2), and
   b. USNDS ground segments—ICADS Build 5, 6, and future; GNT and UGNT; NDS Analysis Package (NAP) Ground System (NAPGS)
6. (FOUO) Mission Planning Systems programs consisting of:
   a. SAASM (Selective Availability and Anti-Spoofing Module) Mission Planning System (SMPS) (in development and deployment), and
   b. M-Code Mission Planning System (M2PS) (Future Work)

1.3 GPS Directorate (SMC/GP)

(FOUO) The Directorate is the acquisition agent for programs and systems that comprise the GPS Enterprise. The Directorate manages acquisition, sustainment, and future planning of multiple space-based GPS satellites, payloads, user equipment, and associated ground systems for the DoD. Directorate activities occur at a variety of locations:

1. Primary duty location at Los Angeles AFB (LA AFB), CA
2. (FOUO) On-site integration, test and operations at Schriever AFB, CO and Buckley AFB, CO; and other NDS locations including but not limited to: Air Force Technical Applications Center (AFTAC)-Patrick AFB, FL; and the Department of Energy, Washington DC
3. Sustainment and operations organizations located at Peterson AFB, CO; Schriever AFB, CO; and Vandenberg AFB, CA.
4. Integration, test, and launch facilities at Cape Canaveral Air Force Station (AFS), FL
5. 746th Test Squadron at Holloman AFB, NM; Space and Naval Warfare Systems Command (SPAWAR) at San Diego, CA; and Stanford Research International (SRI) at Stanford, CA

During the performance of this contract, the SE&I Contractor will be required to travel to all locations listed in sections 1.3 and 1.4. Travel to other locations as requested by the Government may also be necessary.

1.4 Prime Contractor Locations
The prime contractors for the GPS Enterprise are listed below:

1. GPS IIR, IIR-M– Lockheed Martin in Newtown, PA
2. GPS IIIF- Boeing in El Segundo, CA
3. GPS III – Lockheed Martin in Newtown, PA and Littleton, CO
4. OCS, LADO – Boeing in Colorado Springs, CO and Seal Beach, CA
5. OCX - Raytheon in Aurora, CO
6. NDS - Sandia National Laboratories in Albuquerque, NM
7. NDS - Los Alamos National Laboratory in Los Alamos, NM
8. MGUE – L-3 Communications in Anaheim, CA (MGUE)
9. MGUE, CUE – Rockwell Collins in Cedar Rapids, IA (MGUE, GB-GRAM, DAGR)
10. MGUE, CUE – Raytheon in El Segundo, CA (MGUE, MAGR-2K)
11. CUE – Raytheon Systems Limited (RSL), UK (ADAP)
12. SMPS – Aeronautical Radio, Incorporated (ARINC) in El Segundo, CA

Even though Sandia National Laboratories and Los Alamos National Laboratories are Federally Funded Research and Development Centers (FFRDC), when working with the GPS NDS mission, and hereafter in this document, these two organizations will be referenced as “prime contractors.”

2 Applicable Documents
The SE&I Contractor shall perform the requirements of this PWS in accordance with the documents listed in Section 2.1. The SE&I Contractor shall be guided by those documents listed in Section 2.2 to the extent necessary to accomplish the SE&I tasks and requirements. The SE&I Contractor shall be familiar with, and responsive to complying with revisions or emergent directive Government guidance originating externally or from within the Enterprise.

The Compliance and Reference Documents applicable to this PWS are listed in sections 2.1 and 2.2. The GPS Directorate will make available all current applicable publications as of the date of contract award. Most of the publications are available to authorized users through VEPDL web site linking to Air Force publications site. The SE&I Contractor shall establish a continuing relationship with the Publications Distribution Office or other office of primary responsibility (OPR) to stay aware of current guidance as directed by the Government. Revisions, supplements, and changes may be issued during life of the contract; however, it is the contractor’s responsibility to comply with the most current version. If there is an increase or decrease in costs to the SE&I contractor’s effort as a result of any compliance changes,
the contractor shall inform the Procurement Contracting Officer (PCO) pursuant to the contract’s notice requirements and negotiate an equitable adjustment to the contract once a year or sooner if required. The contractor shall be responsible for obtaining current issues of reference and compliance documents, notifying the Government of those areas that will be impacted and implementing the required changes, as directed by the Government. Compliance documents are to be complied with in its entirety unless otherwise indicated. In this PWS, reference documents are for contractor’s information and advisory in nature to better understand the background, work requirements, and constraints applicable to performing the requirements of this PWS.

2.1 Compliance Documents

2.1.1 SMC/GP and SMC Documents

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<tr>
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<td>Advanced Operational Control Segment (OCX) Transition Working Group (TWG) Charter, June 2010</td>
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<td>GPS Document Control Board (DCB) Charter, Nov 2011</td>
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<td>GPS Enterprise Integration Team (EIT) Charter, December 2008</td>
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<td>GPS Enterprise Integrated Test Team (ITT) Charter, July 2010</td>
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<td>Overarching Integrated Product Team (O IPT) Charter, February 2009</td>
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<td>Selective Availability Anti-Spoofing Module (SAASM) IPT Charter, December 2004</td>
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<td>SMC/GP GP-03-001: Interface Control Working Group (ICWG) Charter, April 2006</td>
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<td>Test Integrated Product Team (TIPT) Charters</td>
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<td>USNDS Meetings Charter, January 2000</td>
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<tr>
<th>SMC/GP Operating Instructions (OI)</th>
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<tr>
<td>SMC/GP OI 63-1104: Data Management, September 2009</td>
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<td>SMC/GP OI 63-1108: Risk Management, February 2010</td>
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<td>SMC/GP OI 63-1111: GPS Schedule Management, April 2011</td>
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<td>SMC/GP OI 63-1400: Precise Positioning Service Equipment Certification Office (PECO), July 2010</td>
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<td>SMC/GP Enterprise Test and Evaluation Master Plan (E-TEMP), July 2010</td>
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<td>GPS Directorate System Integration Demonstration Master Plan, May 2011</td>
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<td>GPS Directorate System Safety Management Plan (SSMP)</td>
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<td>GPS Security Classification Guide (SCG), September 2008</td>
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<th>SMC Guides, Instructions, and Standards</th>
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<td>SMC Programmatic Environment, Safety, And Occupational Health Evaluation (PESHE) Instructions</td>
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2.1.4 Government Standards

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<td>ICD Number 705: Sensitive Compartmented Information Facilities, May 2010</td>
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2.1.5 Industry Standards

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2.2 Reference Documents

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<td>CJCSI 6212.01F, Interoperability and Supportability of Information Technology and National Security Systems, 21 March 2012</td>
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<td>Information Support Plan for Global Positioning System (GPS) III Increment A Version 1.5, August 2010</td>
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<td>Product Support Manager Guidebook, April 2011</td>
<td>April 2011</td>
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3 Task Descriptions

This section of the PWS contains the requirements for the tasks to be performed by the SE&I contractor to provide systems engineering and integration services to the GPS Enterprise and its programs. The applicability of PWS tasks to the Enterprise (SMC/GPE) (where the task involves working at an Enterprise-level, i.e., across the segments to include all the programs listed in 1.2) and the various Directorate programs (where the task involves working specifically for the program designated by the column) is indicated in the Requirements Allocation Matrix in Appendix D. Additional information describing deliverable product format and frequency can be found in the Contract Data Requirements List (CDRL) associated with a particular requirement. All ambiguities in this PWS will be construed against the SE&I Contractor.
4.1.1 The SE&I Contractor shall assess the impacts to the enterprise technical baseline and other enterprise impacts to include plans and schedules, technical assessments, and recommended changes to documents associated with proposals submitted under existing contracts by enterprise prime contractors and subcontractor.

3.8.3 Independent Advisory Team (IAT)
The SE&I Contractor shall review and assess aspects of the Directorate’s responsibilities, processes, and activities as directed by the GPS Directorate, not more than once every six months, to include technical processes, systems engineering processes, Directorate organization, and risk management and report on objectives and methods to make the Directorate more effective in delivering mission capability

3.9 Special Studies and Change Proposals
(a) The SE&I Contractor shall endeavor to submit proposals to the Directorate for innovative solutions for current and future Enterprise risks that present opportunities for schedule and cost saving across the Enterprise.
(b) The SE&I Contractor shall conduct special studies or analyses as directed by the Government.

3.10 Performance Incentive Value Plans (CDRL A028 Performance Incentive Value Plan)
The SE&I Contractor shall endeavor to submit plans to the Directorate for innovative solutions for current and future Enterprise risks that present opportunities for schedule and cost saving across the Enterprise. [CDRL A028 Performance Incentive Proposal]

4 Contract

4.1 SE&I Contract Execution

4.1.1 General
(a) The SE&I Contractor shall plan and control the technical, business, and program management efforts necessary to accomplish overall contract objectives in accordance with the Performance Work Statement (PWS) and established schedule.
(b) The SE&I Contractor shall provide processes for timely response to unexpected changes including GPS Program schedules, funding profiles, and resulting manpower levels.
(c) The SE&I Contractor shall provide for Government visibility into subcontractor activities at the same level the SE&I Contractor uses to manage the subcontract(s).
(d) The SE&I Contractor shall develop, update, and maintain a Contract Work Breakdown Structure (CWBS) to manage the cost of the contract, including subcontractor deliverables.
(e) The SE&I Contractor shall establish and maintain Associate Contractor, non-disclosure, and other agreements that may be required in support of contract activities.
(f) The SE&I Contractor shall ensure CDRL items shall be readily and electronically accessible by the Government, including all subcontractor deliverables.
Global Positioning Systems Directorate (SMC/GP)
Enterprise Systems Engineering and Integration

ATTACHMENT 2 – Work Breakdown Structure (WBS) & Dictionary

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### Organizational Breakdown Structure

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<td>Enterprise Integrator (EI)</td>
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<td>GPS IIF</td>
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<tr>
<td>GPS III</td>
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<tr>
<td>OCX</td>
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<tr>
<td>MGUE</td>
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1.1 Enterprise Integration

1.1.1 Enterprise System Integration

The SE&I Contractor shall manage an Enterprise Integration program that includes cognizance of all Enterprise, lower-level, and external activities for the purpose of developing coordinated schedules at the Enterprise level; leading integration teams and working groups; and identifying, analyzing, tracking, and reporting on giver/receiver relationships between all stakeholders. The SE&I Contractor shall identify, manage and coordinate issues between the Control, Space, and User Segments and work issues to closure. Issues are included, but not limited to, hardware, software, interfaces, and timing between Control, Space, and User Segments. The SE&I Contractor shall perform system integration for the Systems Engineering Division of the GPS Directorate and all of the Directorate programs, by attending Directorate’s program IPTs’ meetings and identifying cross-IPT impacts, presenting GPE concerns, identifying capability impacts, and assisting the IPTs in implementing SEIT processes. The SE&I Contractor shall perform system capability planning, deliver a Capability Delivery Matrix (CDM), perform cross program analysis, and generate and maintain Enterprise-level Technical Performance Measures (TPMs).

1.1.2 Enterprise Schedule Integration

The SE&I Contractor shall develop and maintain an Enterprise Master Schedule (EMS) integrated with the segment prime contractors’ schedules to reflect programs’ compliance with functional measureable tasks, programmatic interfaces, task interrelationships, deliverables, and system/Enterprise integration activities as described in the schedule management Operating Instruction (OI), on a commercially available scheduling system that is compatible with the Government network environment. The SE&I Contractor shall analyze the impact of Enterprise and segment schedule changes on the capability and capability increment schedules within the EMS and request approval to baseline changes from management at the Overarching Integrated Product Team (OIPT) and report status, projected impacts, and recommended courses of action at the IPMR. The SE&I Contractor shall perform schedule/risk analyses. The SE&I Contractor shall maintain Giver/Receiver databases for GPS and USNDS, and brief the status at a monthly Giver/Receiver forum.

1.1.3 Transition to Operations Planning and Execution

The SE&I Contractor shall assist the Government in the development of a plan and execution for the transition of GPS III and IIF SVs from production to launch and checkout, operations, and sustainment. The SE&I Contractor shall develop, document, maintain, and execute plans for transition from OCS to OCX. The SE&I Contractor shall develop, document, maintain, and execute plans for transition from SAASM-based User Equipment (UE) to MGUE. The SE&I Contractor shall develop, document, maintain, and execute plans for transition to operations for USNDS.
1.1.4 Systems Integration (SI) Demos

The SE&I Contractor shall perform early risk reduction test planning at the GPS System level as described in the SI Demo Master Plan. The SE&I Contractor shall support Segment early risk reduction interface compatibility analysis and demonstrations. The SE&I Contractor shall write plans and procedures, gain approval for the same, and document results for each demonstration (demo).

1.1.5 Risk Management

The SE&I Contractor shall lead Enterprise-level risk identification activities at the risk meetings held in conjunction with the SI technical interchange meetings (TIMs). The SE&I Contractor shall organize, document, execute and evolve, make recommendations to evolve, and execute changes upon Government approval the risk processes for the Enterprise and to ensure the Government is prepared to make program decisions at the segment risk board(s). The SE&I Contractor shall lead USNDS IPT risk identification activities at the risk meetings held in conjunction with the SI technical interchange meetings (TIMs). The SE&I Contractor shall organize and provide agendas, briefings and minutes for Enterprise, USNDS and lower level risk boards, forums and working groups as specified in the risk management OI at unclassified, SECRET collateral and SAP levels. The SE&I Contractor shall interface with prime contractors’ risk management team and to ensure that the impact of prime contractors’ risks is properly reflected at the IPT and Enterprise levels. The SE&I Contractor shall brief the status and metrics of risks and the risk process at the risk boards, and the Integrated Program Management Review (IPMR) or other forums as designated.

1.2 GPS Enterprise and USNDS Technical Baseline

1.2.1 GPS Enterprise and USNDS Technical Baseline Development

The SE&I Contractor shall identify, control, maintain, deliver, make recommendations to evolve, and execute changes upon Government approval, an Enterprise and USNDS technical baseline reflecting Government approved requirements at all levels. The SE&I contractor shall develop GPS Enterprise and segment level requirements for interoperability with international systems. The SE&I Contractor shall continuously validate existing GPS Enterprise and USNDS requirements flow-down, develop new, modified, and derived Enterprise and USNDS requirements, perform requirements analysis, and develop associated systems engineering products and processes to ensure compliance with approved requirements. The SE&I Contractor shall validate interfaces from the prime contractors’ system documents for two-way traceability between the requirements baseline and the source documents for both the GPS Enterprise and USNDS. The SE&I Contractor shall support the Government in performing system-level trade studies, design analyses and other activities concerning allocation or re-allocations of requirements. The SE&I Contractor shall update and deliver the GPS Enterprise DOORS database. The SE&I Contractor shall create, deliver, and maintain an Enterprise-level specification which will document the technical requirements of the GPS Enterprise, i.e., Space, Ground and User Segments. The SE&I Contractor shall incorporate and manage TBXs (e.g., To Be Resolved (TBR), To Be Determined (TBD), To Be Scheduled (TBS)) to clearly identify requirements that are not completely defined, develop burn
down plans for the TBXs, resolve the issues as needed to support prime contractor design phases. The
SE&I Contractor shall perform an impact analysis of any prime contractor engineering change proposal
(ECP) or proposed requirements or interface changes, including impacts to external stakeholders.

1.2.2 External Interface Management

The SE&I Contractor shall analyze GPS Enterprise dependencies on external agency interfaces and
relationships and provide recommendations on courses of action for the Government. The SE&I
Contractor shall provide technical input for a formal Enterprise stakeholder awareness program to
facilitate SMC/GP public affairs in communicating a detailed understanding of the Enterprise and its
specific programs and capabilities. The SE&I Contractor shall provide Enterprise-level technical expertise
to the various International forums for MGUE. The SE&I Contractor shall update the Government on the
status of risk, schedules and issues for the GPS Enterprise and USNDS as part of preparing the
Government for quarterly Program Management Reviews to the Air Force Program Executive Officer for
Space (AFPEO/SP) and the Undersecretary of the Air Force for Space (USecAF). The SE&I Contractor
shall support the Directorate’s single technical message to external agencies.

1.2.3 Architecture Development and Assessment

The SE&I Contractor shall provide analysis and recommendations to the Government in support of
changes to the current architecture (i.e., fielded or being fielded). The SE&I Contractor shall maintain
and deliver the GPS System architecture DoD Architecture Framework (DoDAF) views using commercial
available tools. The SE&I Contractor shall analyze and assess the lower-level architecture products from
development prime contractors by comparison to the segment architectures in order to identify
disconnects and verify interoperability between segments and external agencies.

1.2.4 Configuration Management

The SE&I Contractor shall execute the external and system CM processes to provide configuration
identification, control, status accounting, and audits across the Enterprise. The SE&I Contractor shall
ensure that all approved changes to the GPS Enterprise and USNDS baselines are duly flowed or
allocated and synchronized with Segment and USNDS prime contractors’ baselines. The SE&I
Contractor shall verify that the GPS Enterprise and USNDS technical baseline are current and matched to
the contractual and operational baselines. The SE&I Contractor shall organize, document, execute, make
recommendations to evolve, and execute changes upon Government approval the CM processes for the
GPS Enterprise and USNDS at all levels of classification. The SE&I Contractor shall maintain a list of active
and proposed requests for change (RFCs), a master list with Points of contact (POCs) of technical
baseline documents, and CM process metrics.

1.2.5 Data Management

The SE&I Contractor shall develop and conform to a plan for managing all GPS Enterprise and USNDS
data and information. The SE&I Contractor shall collect and maintain the documentation for the as-built
configuration of prime contractor DD250 deliverables. The SE&I Contractor shall maintain a technical
library of all briefings given to external entities, Directorate-standard briefing slides for recurring topics, and all Directorate leadership-signed documents. The SE&I Contractor shall provide and maintain all data separation for documents to avoid any potential Organizational Conflict of Interest (OCI). The SE&I Contractor shall organize, document, execute, make recommendations to evolve, and execute changes upon Government approval. The SE&I Contractor shall document, manage, maintain two separate Integrated Data Environments (IDES) on government-owned servers, one for Government use and one for contractor use.

1.2.6 Enterprise Technical Review

The SE&I Contractor shall conduct and deliver an annual Enterprise Technical Review (ETR) to support Independent Program Assessment (IPA) and Annual GPS Enterprise Review (AGER) schedules. The SE&I Contractor shall submit a report after the completion of the ETR that contains all actions taken with proposed mitigation plans.

1.3 Test, Evaluation and Verification

1.3.1 Enterprise Test, Evaluation and Verification

The SE&I Contractor shall, in coordination with government management, execute integrated GPS Enterprise and USNDS Test & Evaluation (T&E) programs that include developing test strategies and planning, executing and reporting on tests. The SE&I Contractor shall develop, maintain and support the approval process of the E-TEMP. The SE&I Contractor shall plan for the execution of all test activities specified in the Enterprise Test and Evaluation Master Plan (E-TEMP). The SE&I Contractor shall validate and verify the performance of the GPS Enterprise and USNDS in accordance with approved test plans and test procedures and maintain the results in the T&E Database. The SE&I Contractor shall develop and organize the ITT process to create, make recommendations to evolve, and execute changes upon Directorate approval, to the GPS Enterprise and USNDS Test and Evaluation Master Plans for the life of each program. The SE&I Contractor shall support the development and management of test cases and associated input and output files, generically referred to as "test vectors." The SE&I Contractor shall plan for, document, maintain, and obtain Directorate approval for a Modeling and Simulation Support Plan, which takes into account existing Enterprise M&S activities, tools and facilities and identifies any gaps in M&S capability with proposed solutions.

1.3.2 IPT Level Verification Support

The SE&I Contractor shall organize and control the processes for approval, prioritization, and disposition of prime contractors’ requirement verification plans (RVPs) and reports; validate prime contractors’ requirement verification plans and reports meet the needs of other segments and the Enterprise; report issues and impacts with the prime contractors’ RVPs, recommend potential courses of action, and work them to closure. The SE&I Contractor shall continuously monitor and assess prime contractors’ Development Test and Evaluation (DT&E) planning and execution compliance with AFSPC Instruction (AFSPCI) 99-103, recommend process changes, work the recommendations to closure, and assess documentation to ensure successful requirements verification within the scope of the prime contract.
1.4  System Engineering

1.4.1  System Engineering Processes and Products

The SE&I Contractor shall execute systems engineering and integration functions at the Enterprise and IPT levels to develop, make recommendations to evolve, and execute changes upon Directorate approval processes, and deliver products as described in this PWS, with the content specified in the SMC/GP Systems Engineering Plan (SEP). The SE&I contractor shall compare GPS Directorate processes on an annual basis, including updates and changes to existing processes, to SMC, USAF, DoD, and industry standards to ensure that Directorate processes are consistent with established standards. The SE&I contractor shall review and, if approved by the Directorate, execute initiatives to increase the efficiency of the Directorate’s systems engineering and control processes. The SE&I Contractor shall facilitate system engineering process Boards in order to perform system engineering, integration, test, and evaluation tasks within this PWS. The SE&I Contractor shall generate, and maintain system engineering process training materials associated with all of the processes covered within this PWS and present such training materials to the Directorate team members (to include Federally Funded Research and Development Contractor (FFRDC) and Advisory and Assistance Services (A&AS) contractors) on a semi-annual basis. The SE&I Contractor shall facilitate and manage Document Control Board (DCB) process per the DCB charter for all non-technical Directorate documents.

1.4.2  System Engineering Planning and Execution

The SE&I Contractor shall plan, organize, manage, execute, and control the system-level Enterprise systems engineering efforts at all levels of classification, as modified by the tasks and summarized in the Roles and Responsibilities section of the PWS. The SE&I Contractor shall interact with development prime contractors as members of the Government IPTs to ensure that SEP updates are reflected in the prime contractors’ Systems Engineering Management Plans (SEMPs). The SE&I Contractor shall establish, lead, and maintain a process to monitor prime contractor discrepancy reporting (DR) compliance at the program level. The SE&I Contractor shall execute, update, and maintain a formal Directorate-specific orientation and training program for new personnel to cover Directorate-specific implementation of SE processes. The SE&I Contractor shall organize and provide agendas, briefings, action item lists, and minutes for Enterprise and lower level boards, forums and working groups at unclassified, SECRET collateral and SAP levels. The SE&I Contractor shall assist the GPS Directorate with executing FCA/PCA process down to the level of critical items and software requirement specifications (SRS) or software product specifications (SPS). The SE&I contractor shall evolve, document, and gain approval for the Enterprise SEP. The SE&I Contractor shall develop Capability Insertion Plan and Capability Execution Plan reports detailing the future development strategy and execution of the future Military GPS User Equipment Increment 2. The SE&I Contractor shall produce and gain approval for ISPs, as needed to support the AGER. The SE&I Contractor shall provide on-site support for IIF and GPS III.

1.4.3  Information Assurance

The SE&I Contractor shall comply with the information assurance (IA) workforce certification requirements. The SE&I Contractor shall coordinate, update, and make recommendations to evolve
changes upon Directorate approval the Enterprise IA architecture functional description. The SE&I Contractor shall provide written status reports for and attend GPS and USNDS Information Assurance Manager (IAM) weekly staff meetings. The SE&I Contractor shall update and coordinate the Acquisition Information Assurance Strategy and Clinger Cohen Act Documents in accordance with DoDI 5000.02, prior to acquisition milestone decisions and other events, as required. As directed by the Government, the SE&I Contractor shall support the Government in the analysis and development of prime contractors’ proposed anti-spoof, anti-jam, crypto, and anti-tamper architectures designed to meet Government requirements for information assurance services for M-code user equipment devices and report any issues to the Government IPT. The SE&I Contractor shall support the Government in the development of a report on advanced anti-spoof, anti-jam, crypto, and anti-tamper architectures working group results designed to meet Government requirements for information assurance services for future M-code user equipment devices.

1.4.4 System Security

The SE&I Contractor shall support maintenance and implementation of the GPS Key Management Architecture. The SE&I Contractor shall provide technical support for KDP development and sustainment, SAASM non-KDP development, and SAASM and future approvals and authorizations.

1.4.5 System Environmental Health and Safety

The SE&I Contractor shall organize, document, execute, make recommendations to evolve, and execute changes upon Government approval a Government-approved Enterprise system safety program in accordance with MIL-STD-882 methodology. The SE&I Contractor shall develop and update Programmatic Environment, Safety and Occupational Health Evaluation (PESHE) documents for all Directorate programs and evaluate and incorporate supporting environmental and system safety data delivered by the development primes into the PESHEs. The SE&I Contractor shall review and comment on the development prime contractor’s system safety documentation and other documentation for compliance with system safety requirements.

1.4.6 Specialty Engineering

The SE&I Contractor shall support GPS Enterprise level Specialty Engineering encompassing Manufacturing Engineering Support; Product Assurance Mission Assurance, Quality Assurance; System-Level Positioning Signal Integrity and Continuity Assurance (PSICA); Precise Positioning Service (PPS) Certification, NAVWAR Systems Engineering; Parts, Materials and Processes (PMP) Engineering for User Equipment, Diminishing Manufacturing Sources and Material Shortages (DMSMS) Engineering, Development Phase Reliability, Maintainability, and Availability (RMA) Engineering; and OCX Network and Communications Engineering. The SE&I Contractor shall identify and maintain cognizance of the prime contractors’ and subcontractors’ organizational structure, including key personnel in management, safety, engineering, quality, mission assurance, and test.
1.5 **Logistics and Sustainment**

1.5.1 **Sustainment and Disposal**

The SE&I Contractor shall monitor and assess sustainment engineering processes to verify that Integrated Logistics Support elements are captured and synchronized between development, production and sustainment, including sustainment and depot maintenance planning. The SE&I Contractor shall develop an integrated GPS Enterprise-level Operations, Logistics and Sustainment Support (OLSS) plan, which shall incorporate all Segment-level plans and identify added System-level management and oversight requirements in order to integrate within the Directorate and with other outside agencies and industry partners.

1.6 **Enterprise Impact Analysis**

1.6.1 **Enterprise Impact Analysis for Defense Acquisition Board (DAB)/Milestone Decision/AGER/ IPA Preparation**

The SE&I Contractor shall be responsible for preparing all technical assessments and inputs plus other documents described in the PWS on a schedule as needed to support the DAB, milestone decisions, IPA and AGER. The SE&I Contractor shall perform technical assessments, identify disconnects, and drive issues to closure prior to milestone reviews of all ACAT programs within the GPS Enterprise to ensure the effective integration of the GPS Enterprise, both internally and with all GPS partners and users. The SE&I Contractor shall assess, and at the direction of the government implement changes to the Enterprise and USNDS technical baselines as a result of program changes which arise from all technical reviews, evaluations, and assessments as directed by DoDI 5000.2 (e.g., IPA, ICA).

1.6.2 **Enterprise Impact Analysis of Contract Actions**

The SE&I Contractor shall provide enterprise-level technical inputs and perform a technical impact assessment of draft Statement(s) of Work tasks, CDRLs, requirements and evaluation criteria, and other Request for Proposal (RFP) materials, such as Model Contract clauses, as requested by the Government. The SE&I Contractor shall assess the impacts to the GPS Enterprise and USNDS technical baselines and other impacts to include plans and schedules, technical assessments, and recommended changes to documents associated with proposals submitted under existing contracts by Enterprise and USNDS prime contractors’ and subcontractor(s)’ proposals.

1.6.3 **Independent Advisory Team (IAT)**

The SE&I Contractor shall review and assess aspects of the Directorate’s responsibilities, processes, and activities to include technical processes, systems engineering processes, Directorate organization, and risk management and report on objectives and methods to make the Directorate more effective in delivering mission capability.
1.7 Contract
1.7.1 SE&I Contract Execution

The SE&I Contractor shall plan and control the technical, business, and program management efforts necessary to accomplish overall contract objectives in accordance with PWS and established schedule. The SE&I Contractor shall perform subcontractor management. The SE&I Contractor shall lead a startup period with the incumbent SE&I contractors and support any future transition to a new contractor during closeout of this contract. The SE&I Contractor shall host monthly PMRs, develop a proposed meeting agenda and submit for Government approval, capture and track action items, and record minutes. The SE&I Contractor shall conduct a startup meeting after contract award.

1.7.2 SE&I Contract Deliverables

The SE&I Contractor shall deliver the following documents as specified in the PWS:

- Weekly activity and progress report CDRL List
- CDRL List
- Small Business Subcontracting Report (SBSR)
- Contract Status Report (CSR)
- Contract Funds Status Report (CFSR)
- Data Accession List
- CDRL Support Files

1.7.3 Contract Administration

The SE&I Contractor shall have sole responsibility for training and supervising its personnel assigned to perform tasks under this contract. The SE&I Contractor shall support the Government work at the locations identified in the PWS. The SE&I Contractor shall maintain office space facilities for local SE&I Contractor personnel within a radius of 2 miles from LA AFB. The SE&I Contractor shall have a SAP/TS/SCI Sensitive Compartmented Information Facility (SCIF) within a radius of 2 miles from LA AFB with at least three computer stations. The SE&I Contractor shall arrange for all PWS-required network connectivity between the SE&I Contractor’s facilities, Government and Prime Contractor networks. The SE&I Contractor shall be responsible for obtaining and executing all Non-Disclosure Agreements and Associate Contractor Agreements with all applicable corporations, suppliers, subcontractors, and vendors with proprietary, or any other restricted data that will be used or accessed during execution.

1.8 Special Studies and Change Proposals

The SE&I Contractor shall endeavor to submit proposals to the Directorate for innovative solutions for current and future Enterprise risks that present opportunities for schedule and cost saving across the Enterprise. The SE&I Contractor shall conduct special studies or analyses as directed by the Government.
1.9  **Performance Incentive Proposals**

The SE&I Contractor shall endeavor to submit proposals to the Directorate for innovative solutions for current and future Enterprise risks that present opportunities for schedule and cost saving across the Enterprise.
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<tr>
<th>Acronym</th>
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<td>A&amp;AS</td>
<td>Advisory and Assistance Services</td>
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<td>ACA</td>
<td>Associate Contractor Agreements</td>
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<td>Air Force Space Command</td>
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<td>AFSPCI</td>
<td>Air Force Space Command Instruction</td>
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<td>AGER</td>
<td>Annual GPS Enterprise Review</td>
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<td>CDM</td>
<td>Capability Delivery Matrix</td>
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<td>CDRL</td>
<td>Contract Data Requirements List</td>
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<td>DR</td>
<td>Discrepancy Reporting, Discrepancy Report</td>
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<td>Enterprise Technical Review</td>
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<td>Functional Configuration Audit</td>
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<td>Federally Funded Research and Development Corporation</td>
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<td>Initial Capability Document</td>
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<td>Independent Program Assessment</td>
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## List of acronyms used in this document

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<tr>
<th>Acronym</th>
<th>Definition</th>
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<tr>
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<td>Integrated Test Team</td>
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<td>Key Data Processor</td>
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<td>M&amp;S</td>
<td>Modeling and Simulation</td>
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<td>MGUE</td>
<td>Military GPS User Equipment</td>
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<td>NAVWAR</td>
<td>Navigation Warfare</td>
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<td>Non-Disclosure Agreements</td>
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<td>NETCOM</td>
<td>Network and Communications</td>
</tr>
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<td>OCI</td>
<td>Organizational Conflict of Interest</td>
</tr>
<tr>
<td>OCS</td>
<td>Operational Control System</td>
</tr>
<tr>
<td>OCX</td>
<td>Operational Control System Next Generation</td>
</tr>
<tr>
<td>OI</td>
<td>Operating Instruction</td>
</tr>
<tr>
<td>OIPT</td>
<td>Overarching Integrated Product Team</td>
</tr>
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<td>OLSS</td>
<td>Operations, Logistics, and Sustainment Support</td>
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<tr>
<td>PCA</td>
<td>Physical Configuration Audit</td>
</tr>
<tr>
<td>PESHE</td>
<td>Programmatic Environment, Safety, and Occupational Health Evaluation</td>
</tr>
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<td>PMP</td>
<td>Parts, Materials, and Processes</td>
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<td>Program Management Reviews</td>
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<td>Points of Contact</td>
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<td>PSICA</td>
<td>Positioning Signal Integrity and Continuity Assurance</td>
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<td>PWS</td>
<td>Performance Work Statement</td>
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<td>Request for Proposal</td>
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<td>Reliability, Maintainability, and Availability</td>
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<td>RVPs</td>
<td>Requirement Verification Plans</td>
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<td>Special Access Program</td>
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<td>SBSR</td>
<td>Small Business Subcontracting Report</td>
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<td>Sensitive Compartmented Information</td>
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<td>SCIF</td>
<td>Sensitive Compartmented Information Facility</td>
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<td>SE&amp;I</td>
<td>Systems Engineering and Integration</td>
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<td>SEIT</td>
<td>System Engineering, Integration, and Test</td>
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<td>Systems Engineering Management Plans</td>
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<td>SEP</td>
<td>Systems Engineering Plan</td>
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<tr>
<td>SI</td>
<td>System Integration</td>
</tr>
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<td>SMC</td>
<td>Space and Missile Systems Center</td>
</tr>
<tr>
<td>SPS</td>
<td>Software product specification</td>
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<tr>
<td>SRS</td>
<td>Software requirement specification</td>
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<tr>
<td>STD</td>
<td>Standard</td>
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<td>SV</td>
<td>Space Vehicles</td>
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<tr>
<td>Acronym</td>
<td>Definition</td>
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<td>---------</td>
<td>------------------------------------------------</td>
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<tr>
<td>T&amp;E</td>
<td>Test and Evaluation</td>
</tr>
<tr>
<td>TBD</td>
<td>To Be Determined</td>
</tr>
<tr>
<td>TBR</td>
<td>To be Resolved</td>
</tr>
<tr>
<td>TBS</td>
<td>To Be Scheduled</td>
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<tr>
<td>TBXs</td>
<td>TBR, TBD, TBS</td>
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<td>Technical Interchange Meetings</td>
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<td>TPMs</td>
<td>Technical Performance Measures</td>
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<tr>
<td>TRD</td>
<td>Technical Requirements Document</td>
</tr>
<tr>
<td>TS</td>
<td>Top Secret</td>
</tr>
<tr>
<td>UE</td>
<td>User Equipment</td>
</tr>
<tr>
<td>USAF</td>
<td>United States Air Force</td>
</tr>
<tr>
<td>USNDS</td>
<td>United States Nuclear Detonation (NUDET) Detection System</td>
</tr>
<tr>
<td>WBS</td>
<td>Work Breakdown Structure</td>
</tr>
</tbody>
</table>
a. Introduction. The purpose of this Attachment 10 is to identify the rights the U.S. Government will acquire to all Systems Engineering & Integration technical data, computer software and computer software documentation delivered or otherwise provided to the Government during performance of this contract. Subsection c.(1) identifies the rights the U.S. Government will acquire to all such noncommercial technical data, computer software and computer software documentation. Subsection c.(2) identifies the rights the U.S. Government will acquire to all such commercial item technical data, computer software and computer software documentation. Subsection c.(3) identifies the rights the U.S. Government will acquire to all data except that to be delivered in CDRL A009 that is not technical data or computer software delivered or otherwise provided to the U.S. Government during performance of this contract. Subsection c.(5) identifies the rights the U.S. Government will acquire to all data to be delivered in CDRL A009 that is not technical data or computer software delivered or otherwise provided to the U.S. Government during performance of this contract. Subsection c.(4) identifies the rights the U.S. Government will acquire to all data used by the Contractor to create any CDRL listed in Tables 1-4 required to be delivered or otherwise provided to the U.S. Government during performance of this contract.

b. Definitions.

“Cost/financial/schedule data” is defined as recorded information, regardless of form or method of recording, including specific cost/financial/schedule/data contained in a computer database, of a financial, administrative, cost or pricing or management nature, or other information incidental to contract administration, delivered via Exhibit A.

“Commercial item” is defined in FAR 2.101.

“Computer software” is defined in DFARS 252.227-7014(a)(4).

“Computer software documentation” is defined in DFARS 252.227-7014(a)(5).

“Covered government support contractor” is defined in DFARS 252.227-7015(a)(2).

“Firmware” is defined in SMC Standard SMC-S-012.

“Licensee” is defined as the SE&I contractor.

“Licensor” is defined as the owner (e.g., subcontractor) of commercial item technical data, computer software, or computer software documentation.

“Technical data” is defined in DFARS 252.227-7013(a)(15).

c. Types of Rights.

(1) Rights in noncommercial technical data, computer software and computer software documentation. The Government shall have the rights in noncommercial technical data, computer software and computer software documentation described in
Table 1 below. All technical data, computer software and computer software
documentation delivered or otherwise provided to the Government during performance of
this contract under any CDRL is classified as noncommercial technical data, computer
software, or computer software documentation unless expressly identified as commercial
technical data, computer software, or computer software documentation in Table 2 below.

Table 1
Rights in Noncommercial Technical Data, Computer Software,
and Computer Software Documentation

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDRL NO.</td>
<td>DATA ITEM TITLE(SUBTITLE)</td>
<td>ASSERTED RIGHTS CATEGORY</td>
<td>ESTIMATED COST/PRICE</td>
</tr>
<tr>
<td>A003</td>
<td>Specs/TRDs</td>
<td>Unlimited</td>
<td>$</td>
</tr>
<tr>
<td>A004</td>
<td>Interface Control Documents / Interface Specifications</td>
<td>Unlimited</td>
<td>$</td>
</tr>
<tr>
<td>A005</td>
<td>DoD Architectural Framework Documentation</td>
<td>Offeror to Complete</td>
<td>$</td>
</tr>
<tr>
<td>A007</td>
<td>System Engineering Plan (SEP)</td>
<td>Unlimited</td>
<td>$</td>
</tr>
<tr>
<td>A008</td>
<td>Test and Evaluation Master Plan</td>
<td>Unlimited</td>
<td>$</td>
</tr>
<tr>
<td>A012</td>
<td>System Safety Support Plan (SSSP)</td>
<td>Unlimited</td>
<td>$</td>
</tr>
<tr>
<td>A014</td>
<td>Information Support Plan (ISP)</td>
<td>Unlimited</td>
<td>$</td>
</tr>
<tr>
<td>A015</td>
<td>Procremental Environmental Safety and Health Evaluation (PESHE)</td>
<td>Unlimited</td>
<td>$</td>
</tr>
<tr>
<td>A016</td>
<td>Test Vectors</td>
<td>Offeror to Complete</td>
<td>$</td>
</tr>
<tr>
<td>A017</td>
<td>System/Inter-Segment Test Plan</td>
<td>Offeror to Complete</td>
<td>$</td>
</tr>
<tr>
<td>A018</td>
<td>System/Inter-Segment Test Procedure</td>
<td>Offeror to Complete</td>
<td>$</td>
</tr>
<tr>
<td>A019</td>
<td>System/Inter-Segment Test Report</td>
<td>Offeror to Complete</td>
<td>$</td>
</tr>
<tr>
<td>A020</td>
<td>Enterprise Technical Review Package</td>
<td>Offeror to Complete</td>
<td>$</td>
</tr>
<tr>
<td>A021</td>
<td>Integrated Test and Evaluation Plan (ITEP)</td>
<td>Offeror to Complete</td>
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<tr>
<td>A022</td>
<td>System Requirements Verification Plan (SRVP)</td>
<td>Offeror to Complete</td>
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<tr>
<td>A023</td>
<td>Requirements Verification Plan</td>
<td>Offeror to Complete</td>
<td>$</td>
</tr>
<tr>
<td>A024</td>
<td>Verification Completion Report</td>
<td>Offeror to Complete</td>
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<tr>
<td>A025</td>
<td>Modeling and Simulation (M&amp;S) Support Plan</td>
<td>Offeror to Complete</td>
<td>$</td>
</tr>
<tr>
<td>A026</td>
<td>Information Assurance Acquisition Strategy</td>
<td>Offeror to Complete</td>
<td>$</td>
</tr>
</tbody>
</table>
(2) Rights in commercial technical data, computer software and computer software documentation. In addition to the rights the Government will obtain in commercial item technical data, computer software and computer software documentation listed in Table 2 and contained in Appendix A to this attachment, the Government will acquire the following rights to that technical data and computer software notwithstanding any statements to the contrary in any of the licenses listed in Table 2 that are contained in Appendix A:

(i) The Government shall have the right to use, perform, display or disclose that commercial item technical data, computer software and computer software documentation, in whole or in part, within the Government. The Government may not, without the written permission of the Contractor, release or disclose the commercial item technical data, computer software, and computer software documentation outside the Government or use the commercial item technical data and computer software for manufacture, except that the Government shall have the right to use, modify, reproduce, release, perform, display or disclose that commercial item technical data, computer software and computer software documentation to any covered government support contractor not to exceed the quantity specified in Column 4 of Table 2 for commercial item computer software.

(ii) The duration of all such licenses shall be, at minimum, for the period of performance of this contract (including options, if exercised) unless the commercial license specifies a longer period for the total quantity listed in Column 4 of Table 2 associated with the CDRLs listed in Column 1 of that table. The Contractor will be relieved of all responsibilities with respect to such licenses upon the end of the period of performance of this contract at which time the Government will assume responsibility for acquiring those licenses under existing or follow-on contracts.

(iii) License rights related to commercial item technical data described in, and granted to the U.S. Government under, DFARS 252.227-7015(b)(1) shall apply to all such technical data associated with delivered computer software.

**Note 1:** CDRL A027 is a repository for data required to be delivered via CDRLs A003 (Specs/TRDs), A004 (ICD/interface specifications), and A005 (DoDAF documentation) listed in Tables 1-2.

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDRL NO.</td>
<td>DATA ITEM TITLE(SUBTITLE)</td>
<td>ASSERTED RIGHTS CATEGORY</td>
<td>ESTIMATED COST/PRICE</td>
</tr>
<tr>
<td>A027</td>
<td>DOORS Database (Note 1)</td>
<td>Offeror to Complete</td>
<td>$</td>
</tr>
<tr>
<td>A028</td>
<td>Performance Incentive Value Plan (Technical data only)</td>
<td>Offeror to Complete</td>
<td>$</td>
</tr>
</tbody>
</table>

Note 1: CDRL A027 is a repository for data required to be delivered via CDRLs A003 (Specs/TRDs), A004 (ICD/interface specifications), and A005 (DoDAF documentation) listed in Tables 1-2.
including, but not limited to, user’s manuals, installation instructions, and operating instructions.

(iv) The ultimate purpose of this contract is for the Contractor to deliver to the U.S. Government technical data and computer software to be used by the GPS Directorate to develop, produce and sustain a weapons system whose continued sustainment is mandated by Federal law (10 U.S.C. § 2281, 51 U.S.C. § 50112). Accordingly, should the U.S. Government use, release or disclose the commercial item technical data, computer software, or computer software documentation in a manner inconsistent with the terms of any of the commercial licenses listed in Table 2 contained in Appendix A to this attachment, the U.S. Government shall not be required to remove, uninstall or stop using those Items or return such Items to the Contractor and the Contractor’s remedy shall be limited to monetary damages.

The Contractor shall not add, delete or replace any commercial item technical data, computer software, or computer software documentation listed in Table 2 from any CDRL unless the Government has approved that addition, deletion or replacement and the contract has been modified to add, delete or replace that item from that table and delete or replace the applicable license(s) from Appendix A.

Table 2
Rights in Commercial Technical Data, Computer Software, and Computer Software Documentation

<table>
<thead>
<tr>
<th>Column 1</th>
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<th>Column 4</th>
<th>Column 5</th>
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<td>CDRL NO.</td>
<td>DATA ITEM TITLE (SUBTITLE)</td>
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<td>QUANTITY</td>
<td>ESTIMATED COST/PRICE</td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

(3) Special License Rights Category A (“SLRC-A”): Rights in cost/financial/schedule data identified in Table 2. The Government shall have the right to use, modify, perform, display or disclose all such delivered cost/financial/schedule data listed in Table 3 below, in whole or in part, within the Government. The Government may not, without the written permission of the Contractor, release or disclose that data outside the Government, use the data for manufacture, or authorize the data to be used by another party, except that the Government may reproduce, release or disclose such data or...
authorize the use or reproduction of such data by the following persons outside the Government (including their subcontractors who are also covered government support contractors) to perform their respective contract(s) listed below:”

The Aerospace Corporation (Contract FA8802-09-C-0001)
MITRE Corporation (Contract FA8702-13-C-0001, Project No. 6S00 (Warfighter Support), Work Package 6SC0 (Global Positioning System)” and Quantech Services, Inc. (Contract FA8807-13-D-0001, Delivery Order GP01).

The Contractor agrees that the Government shall have the right to unilaterally add or delete covered government support contractors (and contracts) from this list at any time, and its exercise of that right shall not entitle the Contractor or its subcontractors to an equitable adjustment or a modification of any other terms and conditions of this contract.

### Table 3
Rights in Delivered Cost/Financial/Schedule Data

<table>
<thead>
<tr>
<th>CDRL NO.</th>
<th>DATA ITEM TITLE (SUBTITLE)</th>
<th>ESTIMATED COST/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A001</td>
<td>Contract Funds Status Report (CFSR)</td>
<td>$</td>
</tr>
<tr>
<td>A002</td>
<td>Contact Status Report</td>
<td>$</td>
</tr>
<tr>
<td>A006</td>
<td>Operating Instructions (OIs)</td>
<td>$</td>
</tr>
<tr>
<td>A010</td>
<td>Data Accession List (DAL)</td>
<td>$</td>
</tr>
<tr>
<td>A011</td>
<td>Enterprise Integrated Master Plan (E-IMP)</td>
<td>$</td>
</tr>
<tr>
<td>A013</td>
<td>Small Business Subcontracting Data</td>
<td>$</td>
</tr>
<tr>
<td>A028</td>
<td>Performance Incentive Value Plan (Cost/financial/schedule data only)</td>
<td>See Table 1</td>
</tr>
</tbody>
</table>
(4) Special License Rights Category B ("SLRC-B"): The Government and the persons listed below (including their subcontractors) shall have the right to review all data used by the Contractor (except data classified as attorney-client privileged or attorney work-product privileged) to create any CDRL listed in Tables 1-4 required to be delivered under this contract (including, if necessary, at the Contractor’s and subcontractors’ facilities) to verify the currency, accuracy and completeness of the data contained in those CDRLs:

The Aerospace Corporation (Contract FA8802-09-C-0001)  
MITRE Corporation (Contract FA8702-13-C-0001, Project No. 6S00 (Warfighter Support), Work Package 6SC0 (Global Positioning System)) and  
Quantech Services, Inc. (Contract FA8807-13-D-0001, Delivery Order GP01)

The estimated cost/price for this license is $___________. The Contractor agrees that the Government shall have the right to unilaterally add or delete covered government support contractors (and contracts) from this list at any time, and its exercise of that right shall not entitle the Contractor or its subcontractors to an equitable adjustment or a modification of any other terms and conditions of this contract.

(5) Special License Rights Category C ("SLRC-C"): Rights in cost/financial/schedule data identified in Table 4. The Government shall have the right to use, modify, perform, display or disclose all such delivered cost/financial/schedule data listed in Table 4 below, in whole or in part, within the Government. The Government may not, without the written permission of the Contractor, release or disclose that data outside the Government, use the data for manufacture, or authorize the data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of such data by the following persons outside the Government (including their subcontractors) to perform their respective contract(s) listed below:

Elements (Contract FA8807-11-C-0001)(ECG)  
ITT Corp., Aerospace Communications (Contract FA8807-08-C-0004)(FMS GB Gram Type Cards-Poland)  
L-3 Communications, IEC (Contract FA8807-06-C-0003)(MUE)  
L-3 Communications, IEC (Contract FA8807-12-C-0011)(MGUE)  
Lockheed Martin (Contract FA8807-08-C-0010)(GPS Block III)  
MITRE Corporation (Contract FA8702-13-C-0001, Project No. 6S00 (Warfighter Support), Work Package 6SC0 (Global Positioning System))  
Raytheon Systems, Ltd. (Contract FA8807-04-C-0004)(ADAP)  
Raytheon Company (Contract FA8807-05-D-0001)(MAGR-2K/2K-S)  
Raytheon SAS (Contract FA8807-06-C-0004)(MUE)  
Raytheon Company (Contract FA8807-10-C-0001)(OCX)  
Raytheon SAS (Contract FA8807-12-C-0012)(MGUE)
The Contractor agrees that the Government shall have the right to unilaterally add or delete contractors (and contracts) from this list at any time, and its exercise of that right shall not entitle the Contractor or its subcontractors to an equitable adjustment or a modification of any other terms and conditions of this contract.”

### Table 4
Rights in Delivered Cost/Financial/Schedule Data

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
</tr>
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<tr>
<td>CDRL NO.</td>
<td>DATA ITEM TITLE (SUBTITLE)</td>
<td>ESTIMATED COST/PRICE</td>
</tr>
<tr>
<td>A009</td>
<td>Enterprise Master Schedule (EMS)</td>
<td>$</td>
</tr>
</tbody>
</table>
d. Additional marking requirements.

(1) Commercial technical data, computer software, and computer software documentation: If the contents of any CDRL delivered to the Government contain commercial item technical data, computer software or computer software documentation, prior to delivery the Contractor shall physically attach a copy of this Attachment and a copy of the applicable commercial license(s) listed in Table 2 contained in Appendix A for that CDRL to that CDRL. The contractor shall also expressly identify by highlighting in red ink which specific items of commercial technical data located on which specific portions of that CDRL the release of which outside the Government is restricted by that/those license(s).

(2) Special License Rights Category A: If a CDRL listed in Table 3 will be delivered with Special License Rights Category A described in subsection c.(3) above, the Contractor shall affix to the cover page of that CDRL the legend prescribed by DFARS 252.227-7013(f)(4) and 252.227-7014(f)(4), delete the word “technical” from that legend, and insert the following text immediately after the phrase “License No.” in that legend: “SLRC-A/____**___PROPRIETARY”. Under such circumstances, the Contractor shall also physically attach a copy of this Attachment to that CDRL.

(3) Special License Rights Category B: If a document described in subsection c.(4) is provided to the Government, the Contractor shall affix to the cover page of that document the legend contained in DFARS 252.227-7013(f)(4) delete the word “technical” from that legend, and insert the following text immediately after the phrase “License No.”: “SLRC-B/____**___PROPRIETARY”. Under such circumstances, the Contractor shall also physically attach a copy of this Attachment to that CDRL.

(4) Special License Rights Category C: If a document described in subsection c.(5) is provided to the Government, the Contractor shall affix to the cover page of that document the legend contained in DFARS 252.227-7013(f)(4), delete the word “technical” from that legend, and insert the following text immediately after the phrase “License No.”: “SLRC-C/____**___PROPRIETARY”. Under such circumstances, the Contractor shall also physically attach a copy of this Attachment to that CDRL.

(5) Since one CDRL (i.e., CDRL A028) requires the delivery of both technical data and cost/financial/schedule data, different license rights will apply to those portions of that CDRL that requires the delivery of technical data than those portions that require the delivery of cost/financial/schedule data. Under such circumstances, the contractor shall affix all restrictive markings required by Tables 1 and 3 to the cover sheet of the CDRL and shall expressly highlight in green which specific cost/financial/schedule data located on which specific portions of that CDRL the release of which outside the Government is restricted by the Special License Rights Category A (“SLRC-A”) described in subsection c.(3) above.

(6) The Contractor acknowledges that, given the types of licenses described in subsections c.(3-5) that apply to (i) specific persons for (ii) specific purposes for (iii) specific items of data (iv) delivered at specific times during performance of this contract, failure to affix the proper restrictive marking to the appropriate data prior to delivering or otherwise providing that data to
the Government exponentially increases the risk that that data will be released to unauthorized persons for unauthorized purposes. Accordingly, in addition to the release from liability contained in DFARS 252.227-7013(b)(6) and 252.227-7014(b)(6), the Contractor agrees to release the Government from liability for any release or disclosure of data other than technical data, computer software, and computer software documentation made in accordance with this Attachment if any CDRL delivered to the Government does not comply in all respects with the marking requirements specified herein.”

e. Allocability of Costs to CLINs. The estimated cost/price of the rights described above in subsection c.(1-5) associated with its corresponding CDRL is built into the estimated cost of the CPIF/CPFF/FFP CLIN under which the development/creation of that CDRL will occur or has occurred.

f. Updates. The price of any rights in data described above includes the price of the rights in data to any changes (e.g., updates, software maintenance patches, minor version changes (e.g., from V1.1 to V1.2 not V1.1 to V2.0), substitutions) made to that data by the Contractor anytime during performance of this contract.

g. License transference. Any license associated with any technical data, computer software, or computer software documentation delivered under any CLIN shall transfer upon delivery of that CDRL or CLIN to the Government.

h. Prohibition against nondisclosure agreements. Upon contract award, the Government obtains a waiver from the Contractor and all of its subcontractors from the requirement in DFARS 252.227-7015(b)(3)(iii) that a covered Government support contractor must enter into a non-disclosure agreement directly with the Contractor or any licensor regarding the covered Government support contractor’s use of such commercial item technical data listed in Table 2. Similarly, neither the contractor nor any of its subcontractors shall require any recipient of commercial computer software listed in Table 2 or data listed in Tables 3-4 that is not a Government employee to sign non-disclosure agreements with respect to that software and data. Pursuant to 18 U.S.C. §§ 1832 and 1905, Government employees are already prohibited from releasing an owner’s trade secrets without authorization from the owner. Therefore, neither the contractor nor any of its subcontractors shall require any Government employee to sign any nondisclosure agreement relative to the use, release or disclosure of any CDRL to be delivered under this contract or any data otherwise furnished to those employees by the contractor or any of its subcontractors.

i. Order of Precedence: Upon delivery of any commercial item technical data, computer software, computer software documentation, or any combination thereof, to the Government contained in any CDRL, the following provisions shall take precedence over conflicting provisions in any license associated with those items, notwithstanding any provisions in those licenses to the contrary through renewals or extensions, as needed, to this contract:

(1) The Government shall have the right to use, perform, display or disclose that commercial item technical data, computer software, or computer software documentation,
in whole or in part, within the Government not to exceed the quantity specified in Column 4 of Table 2 of Attachment 3 of Contract FA8807-13-C-0001.

(2) Upon contract award, the Government obtains a waiver from the Contractor from the requirement in DFARS 252.227-7015(b)(3)(iii) that a covered Government support contractor must enter into a non-disclosure agreement directly with the Contractor or any licensor regarding the covered Government support contractor’s use of such data. The Government may not, without the written permission of the Contractor, release or disclose the commercial item technical data and computer software outside the Government or use the commercial item technical data and computer software for manufacture, except that the Government shall have the right to use, modify, reproduce, release, perform, display or disclose that commercial item technical data, computer software and computer software documentation to any covered government support contractor.

(3) The duration of this license shall be, at minimum, for the period of performance of Contract FA8807-11-R-0001 (including options, if exercised) unless the license specifies a longer period.

(4) License rights related to technical data described in, and granted to the U.S. Government under, DFARS 252.227-7015(b)(1) shall apply to all such technical data associated with delivered computer software including, but not limited to, user's manuals, installation instructions, and operating instructions.

(5) Disputes arising between the Licensee and the U.S. Government pertaining to the provisions of the License shall be subject to the Contract Disputes Act. Furthermore, the jurisdiction and forum for disputes hereunder upon delivery to the U.S. Government shall be the Armed Services Board of Contract Appeals (ASBCA) or the U.S. Court of Federal Claims (COFC), as appropriate.

(6) In accordance with FAR 52.232-39 – Unenforceability of Unauthorized Obligation, any provision in any license that would require the Government to indemnify the Contractor is unenforceable against the Government.

(7) In the event the Licensee files a claim with the U.S. Government on behalf of the Licensor and prevails in a dispute with the Government relating to that claim, the Licensor agrees that damages and remedies awarded shall exclude attorney’s fees.

(8) Upon receiving written consent by the U.S. Government, the Licensor may be permitted to enter Government installations for purposes such as software usage audits or other forms of inspection.

(9) Under no circumstances shall terms of the License or any modifications thereto renew automatically so as to obligate funds in advance of funds being appropriated in contravention of the Anti-Deficiency Act.
(10) The Licensor shall comply with, and all delivered Items, shall conform to, all applicable Government Security/Classification rules and regulations applicable to this Agreement, in particular those set forth in the applicable DD254 (Department of Defense, Contract Security Classification Specification).

(11) The Licensor understands that the ultimate purpose of the Licensee entering into this License with the Licensor is for the Licensor to supply to the U.S. Government technical data and computer software to be used by the GPS Directorate to develop, produce and sustain a weapons system whose continued sustainment is mandated by Federal law (10 U.S.C. § 2281, 51 U.S.C. § 50112). Accordingly, should the U.S. Government use, release or disclose the Items described in this License in a manner inconsistent with the terms of this License, the U.S. Government shall not be required to remove, uninstall or stop using those Items or return such Items to the Licensee and the Licensor's remedy will be limited to monetary damages.

(12) In the event of inconsistencies between the License and Federal law (e.g., FAR 52.232-25 (“Prompt Payment”), 52.246-3 (“Inspection of Supplies—Cost Reimbursement”)), Federal law shall apply.

(13) Copies of this license may be disclosed to third parties consistent with the Freedom of Information Act and Clause H.11 of Contract FA8807-13-C-0001.

(14) The Government shall not be required to comply with the terms and conditions of any License that is inconsistent with any applicable laws, regulations or policies listed in DFARS § 252.204-7008 (“Requirements for Contracts Involving Export-Controlled Items”).

(15) Any claim the Licensee files with the U.S. Government on behalf of the Licensor, and any claim the U.S. Government files with the Licensor, shall be submitted within the period specified in FAR §52.233-01 (“Disputes”) as modified by Contract FA8807-13-C-0004.

(16) No individual other than a warranted contracting officer shall have the authority to bind the Government contractually.