

SOLICITATION, OFFER AND AWARD		1. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING A-7	PAGE OF 1 24 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. 88-A109	4. TYPE OF SOLICITATION <input type="checkbox"/> ADVERTISED (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 29 Jan 1988	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Post Office Box 12847 Rosslyn Station Arlington, VA 22209			CODE	8. ADDRESS OFFER TO (If other than Item 7) STAT STAT	

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

SOLICITATION

9. Sealed offers in original and Section L copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository listed in See Notice to Offerors until 0930 local time 3 Feb 1988
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10. CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
National Academy of Public Administration 1120 G. St. NW, Suite 540 Washington, D.C. 2005			

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
	<input type="checkbox"/>		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	23. NEGOTIATED PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 252(c) ()	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

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

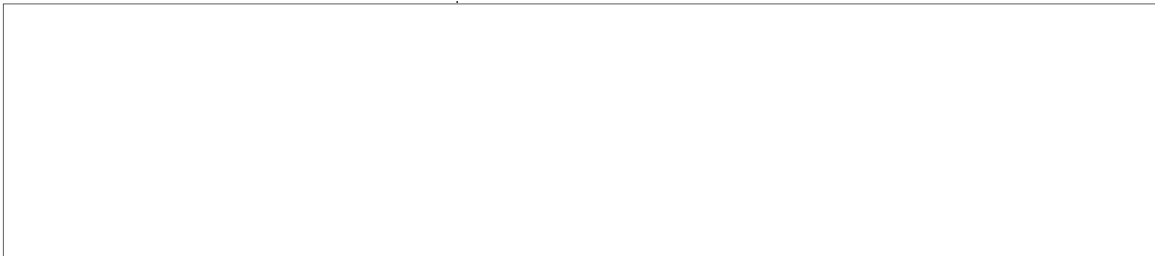
NOTICE TO OFFERORS (NAPA)

SUBJECT: Request for Proposal Number 88A-109

Gentlemen:

Due to the urgency of this procurement action, and the time constraints involved, it is strongly urged that your proposal be handcarried to the sponsor.

Handcarried proposals must be delivered to the following address by the required time and date specified on Standard Form 33:



STAT

SECTION A - SOLICITATION/CONTRACT FORM

A-1. 52.216-708 Type of Contract and Consideration (CPFF-LOET) (APR 1984)

This is a Cost Plus Fixed Fee (CPFF) Level of Effort Term type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below:

Estimated Costs:	\$*TBD*
Fixed Fee:	\$*TBD*
Total CPFF:	\$*TBD*

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. 52.204-712 Scope of Contract (Cost Reimbursement/Level of Effort (Term) without Task Orders) (APR 1984) (MODIFIED)

The Contractor shall:

A. On a Level of Effort basis, provide a ***** program consisting of not less than *TBD* nor more than *TBD* man/person months of effort and expend his best efforts towards accomplishing assigned tasks in the performance of a study reviewing the Intelligence Community's personnel management and compensation systems in support of the Intelligence Authorization Act for Fiscal Year 1988 (Title VII, Section 701), in accordance with the Section C Statement of Work (SOW), dated 29 January 1988, the Contractor's Technical Proposal, dated *TBD*, and all applicable Specifications, Application Standards and/or Requirements documents. For the purposes of this contract, one man/person month shall consist of one hundred - sixty (160) direct, straight time hours expended by an individual assigned to and working under this contract.

B. In accordance with the terms and conditions set forth hereafter, furnish the necessary qualified and properly cleared personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) to enable accomplishment of the tasks assigned under this Contract. The estimated composition of the total man/person hours required under this Contract is as follows:

LABOR CATEGORY

DIRECT LABOR HOURS

TBD

TBD

C. Conduct and/or participate in Progress Review Meetings, as required by the COTR, in order to review task performance and completion.

D. Prepare and submit monthly 11 copies of the following documentation:

(1) Contract Status Reports.

(2) Graphic presentation of actual labor hours expended versus planned hours on both a monthly and cumulative basis.

(3) Cost Expenditure Reports.

E. The Contractor shall continually evaluate the total level of effort required and recommend, to the Government, changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of man-hours of effort, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total man-hours of effort is predicted.

F. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total man-hours of effort before the expiration of the term of the contract. Further and when deemed necessary by the Contractor, the hours of effort in any classification shown in paragraph B, above, may be used in any other direct labor classifications.

G. It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total man-hours set forth above prior to the expiration date of this contract. If such request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by Supplemental Agreement to this contract.

H. On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract. In the event and to the extent that hours of expenditure of direct labor hours are accepted under the provision entitled "Reimbursement of Costs", they shall be credited against the hours of the Contractor's obligations as set forth herein.

I. The Fixed Fee for performance under this contract is predicated upon the contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum effort is not provided as specified, the fee will be adjusted accordingly.

J. Reductions in either the minimum and/or maximum quantity of man-hours or in the Period of Performance of this contract may be made in accordance with the procedures established by the clause of this contract entitled "Changes".

K. In the event the Government desires an additional level of effort in excess of the maximum man-hours specified prior to contract completion, the parties shall negotiate to make equitable adjustment of the amount of Fixed Fee payable hereunder.

SECTION C - STATEMENT OF WORK

*** SEE SECTION J - LIST OF ATTACHMENTS ***

SECTION D - PACKING AND MARKING

*** NOT APPLICABLE TO THIS CONTRACT ***

SECTION E - INSPECTION AND ACCEPTANCE

E-1. 52.246-704 Inspection and Acceptance (Cost Reimbursement Supplies/Services) (APR 1984)

The following clause(s) is/are incorporated as a part of this solicitation or contract by reference with the same force and effect as though herein set forth in full text:

(X) 52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

E-2. 52.246-709 Inspection and Acceptance at Destination (APR 1984)

Final inspection and acceptance of work accomplished, services provided and/or items produced or deliverable under this contract shall be performed at destination by the duly authorized Contracting Officer's Technical Representative (COTR).

SECTION F - DELIVERIES OR PERFORMANCE

F-1. 52.252-2 Clauses Incorporated By Reference (APR 1984).

(A) This contract incorporates the following clauses by reference, with the same full force and effect as if they were given full text. Upon request the Contracting Officer will make this text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

F-2. 52.212-13 Stop Work Order (APR 1984)

F-3. 52.247-34 F.o.b. Destination (APR 1984)

F-4. Period of Performance

The period of performance of this contract shall be from **Date of Award** to 29 January 1989.

F-5. 52.212-700 Personal Delivery (APR 1984)

In the event any item under this contract is personally delivered to the COTR, the Contractor shall obtain a signed receipt in duplicate from the COTR. One copy of the receipt shall be attached to the Contractor's invoice submitted for payment for such item(s). Failure to do so will result in delayed payment as the Disbursing Officer is prohibited from making payment without evidence of delivery.

F-6. 52.212-701 Late Delivery (APR 1984)

When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, he shall immediately notify the Contracting Office in writing giving pertinent details; provided, however, that his data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule for any rights or remedies provided by law or under this contract.

F-7. 52.245-700 Government Furnished Property (Schedule) (APR 1984)
(Modified)

A. Under the contract clause entitled "Government Property", the Government shall deliver to the Contractor the following property for use in the performance of this contract or such other contract(s) as may be authorized by the Contracting Officer:

ITEM NO.	DESCRIPTION	QTY.	ESTIMATED VALUE	DELIVERY DATE(S)
1.	Office Space up to 1,000 Sq.Ft.	ALL	\$ N/A	At Award
2.	Local Telephone service	ALL	\$ N/A	At Award
3.	Office Supplies & Furniture	All	\$ N/A	At Award
4.	Janitorial Services	All	\$ N/A	At Award
5.	Facilities Security & Maintenance	ALL	\$ N/A	At Award
6.	Municipal Utilities & Electricity	All	\$ N/A	At Award
7.	Secure Storage for Materials	All	\$ N/A	At Award

NOTE: All Government Furnished Property is furnished at facilities located in Northern Virginia.

B. The contractor shall verify the quantity and condition of the property identified above immediately upon receipt. Shortages and/or damaged or defective property shall be promptly reported to the Contracting Officer after having a confirming inspection thereof made by a designated representative of the Contracting Officer. The Contractor may also request a confirming inspection by the carrier's representative where it considers the damage to be attributable, in some degree, to the carrier.

C. Liability: As limited by the Section I Contract Clause governing Government property, the Contractor will be liable for the loss, destruction or impairment of the usefulness of the Government property and facilities provided under this contract.

D. Inventory Accounting: On 30 September of each calendar year or within 30 days after completion or termination of this contract, whichever occurs first, the Contractor shall provide an accounting of all Government Property which has come into its possession or custody under this contract. In fulfillment of the requirements of the above reference clause, reporting of Government Property inventory shall be submitted in Standard Form 1400 - Series documents or other such Contractor documents as may be approved for use by the Contracting Officer.

E. All inquiries with regard to the above property should be directed to the Contracting Officer.

F-8. 52.212-712 Time of Delivery (Modified)

The Government requires delivery of the items specified in the statement of work as deliverables according to the schedule set forth under the statement of work.

F-9. 52.212-713 Place of Performance (Modified)

All work performed under this contract shall be at Government facilities located in the Northern Virginia area.

F-12. Contract Status Report

Monthly contract status reports shall be submitted to the Contracting Officer not later than 15 calendar days after the close of the month covered by the report and shall include, among other things, the percentage of total performance of the contract completed and the percentage of total estimated or target cost expended as of the end of that month. Such report shall be in the format of Attachment 1 to the contract. When this report indicates a deviation of 15 percent or more from the Contractor's original projection of either monthly expenditures or performance goals, the contractor shall recite reasons therefore. Failure to submit this report will result in delay in payment of invoices.

SECTION G - CONTRACT ADMINISTRATION DATA

G-1. 52.242-701 Authority and Designation of a Contracting Officer's Technical Representative (COTR) (B) (APR 1984)

A. Authority. Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or his designated representative (COTR). As used herein, "technical guidance" is restricted to scientific, engineering or other technical field of discipline matters, directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if Cost Reimbursement), schedule and technical requirements of the contract.

B. Designation. The individual(s) identified below is/are authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an Administrative Change to the Contract:

<u>Name</u>	<u>Telephone No.</u>
*** TBD ***	*** TBD ***

C. Notification. The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to contracts. Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms of this contract. All revisions to specifications, requirements or informal commitments which may involve a change in either the total cost/price, scope, delivery schedule or legal aspects of this contract must be accomplished by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government which would effect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval prior to proceeding. Otherwise, the Contractor proceeds at his own risk.

G-2. 52.232-700 Payment and Invoicing Instructions (A) (APR 1984)

Invoices shall be mailed to the following payments office:

Chief, Commercial Claims Branch
P.O. Box 12708
Rosslyn Station
Arlington, VA 22209

G-3. 52.215-33 ORDER OF PRECEDENCE (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The schedule (excluding the Specifications)
- (b) Representations and other instructions
- (c) Contract Clauses
- (d) Other documents, exhibits, and attachments; and
- (e) the Specifications

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. 52.216-7 Allowable Cost and Payment (APR 1984)

(a) Invoicing. The Government shall make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts

determined to be allowable by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract and the terms of this Contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (2) below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(B) Direct labor;

(C) Direct travel;

(D) Other direct in-house costs; and

(E) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of progress, payments that have been paid to the Contractor's subcontractors under similar cost standards.

(2) Contractor contributions to any pension, profitsharing, or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; provided, that the Contractor pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Contractor contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Contractor actually makes the payment.

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect costs rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing or materials at the Contractor's expense

or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2) The Contractor shall, within 90 days after the expiration of each of its fiscal years, or by a later date approved by the Contracting Officer, submit to the cognizant Contracting Officer responsible for negotiating its final indirect cost rates and, if required by agency procedures, to the cognizant audit activity proposed final indirect cost rates for that period and supporting cost data specifying the contract and/or subcontract to which the rates apply. The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (II) the bases to which the rates apply, (III) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. When the Contractor and Contracting Officer agree, the quick-closeout procedures of Subpart 42.7 of the FAR may be used.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) The Contractor shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than one year (or longer, as the Contracting Officer may approve in writing) from the completion date. Upon approval of that invoice or voucher, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years

following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

H-2. 52.216-8 Fixed Fee (APR 1984)

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

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided, that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000., whichever is less.

H-3. 52.222-2 Payment for Overtime Premiums (APR 1984)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed *** TBD ***. In addition to this dollar ceiling, overtime is permitted only for work -

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

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

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

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

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

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

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

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

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

H-4. 52.232-9 Limitation on Withholding of Payments (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

H-5. 52.232-17 Interest (APR 1984)

(a) Notwithstanding any other clause of this contract, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of

refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

H-6. 52.232-20 Limitation of Cost (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that-

(1) The costs the contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will neither greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person

other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

H-7. 52.217-9 Option to Extend the Term of the Contract - Services (APR 1984)

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided, that the Government shall give 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 provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 September 1989.

H-8. 52.237-3 Continuity of Services (APR 1984)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

H-9. 52.204-715 Full Contract Funding Allotment and Obligation (APR 1984)

In total support of the Government's obligation to reimburse the Contractor for the delivery of supplies and/or the performance of services or efforts as herein contracted, funding in the total amount of *** \$TBD *** has been appropriated/allotted and is hereby made available for reimbursement(s) under the terms and conditions therefor. Except as may be specifically required by other provisions of this contract, the Government is not obligated to reimburse the Contractor for costs incurred and the Contractor is not obligated to continue performance under this contract or otherwise incur costs, in excess of the estimated or Target Cost specified elsewhere in this Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the current allotment/obligation has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract. Such notification shall be provided in the form of an Amendment to this contract.

H-10. 52.204-721 Reimbursement of Costs (Full Funding) (APR 1984)

(i) Allowable costs constitute those costs incurred by the Contractor in the performance of this contract which are accepted by the Contracting Officer or his duly authorized representative as chargeable hereto in accordance with the General Provision entitled "Allowable Costs and Payment" (FAR 52.216-7), as limited by the General Provision entitled "Limitation of Cost" (FAR 52.232-20).

(ii) Travel shall be reimbursed at cost. Subsistence shall be reimbursed at cost or on a per diem basis consistent with the Contractor's standard policy for the labor category concerned, provided such expense is chargeable directly to this contract in accordance with the Contractor's established method of distributing such expense.

(iii) Upon determination of the allowable costs, actual overhead and general and administrative expense costs applicable to this contract, any payment that has been made to the Contractor shall be adjusted to reflect such actual costs.

(iv) The total travel requirements of this contract shall not exceed the amount of *** \$TBD ***, unless and until the Contracting Officer notifies the Contractor in writing that such limitation has been increased and specified an increased amount, which shall then constitute the total limitation for travel requirements.

(v) Overtime Premiums as authorized under this contract shall not exceed the amount of *** \$TBD ***, unless and until the Contracting Officer notifies the Contractor in writing that such limitation has been increased and specifies an increased amount, which shall then constitute the total authorization applicable to the General Provision entitled "Payment of Overtime Premiums" (FAR 52.222-2).

(vi) It is understood and agreed that Facilities Capital Cost of Money (FCCM), as identified under FAR 31.205-10 and Cost Accounting Standard (CAS) 414, shall not be an allowable/chargeable cost under this contract and, as a result, is hereby waived pursuant to FAR 52.215-31 entitled "Waiver of Facilities Capital Cost of Money" which is incorporated as a part of this contract by reference.

H-11. 52.232-23 Assignment of Claims (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 203, 41 U.S.C. 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The

assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

H-12. 52.242-1 Notice of Intent to Disallow Costs (APR 1984)

(a) Notwithstanding any other clause of this contract-

(1) The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this contract that have been determined not to be allowable under the contract terms; and

(2) The Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer, with justification for allowance of the costs. If the Contractor does respond within 60 days, the Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

(b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

H-13. 52.243-7 Notification of Changes (APR 1984)

(a) Definitions. "Contracting Officer", as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)", as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the

Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ***TBD*** calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii)

To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing

promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within ***TBD*** calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

H-14. DAR SUPP 52.227-7030 Technical Data - Withholding of Payment (JUL 1976)

(a) If "Technical Data" (as defined in the clause of this contract entitled "Rights in Technical Data and Computer Software"), or any part thereof, specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not specifically authorized by this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) After payments total ninety percent (90%) of the total contract price or amount and if all technical data specified to be delivered under this contract has not been accepted, the Contracting Officer may, withhold from further payment such sum as he considers appropriate, not exceeding ten percent (10%) of the total contract price or amount unless a lesser withholding limit is specified in the contract.

(c) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

H-15. Security Requirements

The building wherein all work hereunder will be performed is under strict security control. The Contractor agrees on behalf of himself and all subcontractors that he will assign only U.S. citizens to perform stated efforts. All persons granted access to the Government's building shall be subject to espionage laws and other Federal laws relating to improper disclosure of classified information.

H-16. Security Restrictions

The association of the Sponsor with the work being performed hereunder is UNCLASSIFIED. Work, reports, and/or hardware under this contract classified SECRET and up to TOP SECRET SI/TK are authorized to be produced or developed hereunder.

H-17. Personal Conduct

The Contractor and his employees shall comply with the conduct requirements in effect at the Government's work site. The Government reserves the right to exclude or remove from the site any employee of the Contractor or of a subcontractor whom the Government deems careless, insubordinate, or otherwise objectionable or whose continued employment on the work is deemed by the Government to be contrary to the public interest. Exclusion under such circumstances will not relieve the Contractor from full performance within the cost/price and schedule requirements of this agreement, nor will it provide the basis for any future claims against the Government.

H-18. Contractor Personnel Supervision

The Contractor's personnel shall at all times be considered and recognized as employees of the Contractor and under his control as far as the contractual relationship is concerned. In order to ensure that the services as defined in the Statement of Work are satisfactorily performed, the Contracting Officer, or his designee, shall issue directions and requirements concerning the work to be performed only to the designated supervisory personnel of the Contractor who shall, in turn, be responsible to ensure that the requested services are performed in a manner satisfactory to such Contracting Officer or his designee.

H-19. Foreign Ownership, Control, or Influence:

The Contractor is advised that it is the Government's intent to secure services or equipment from firms which are not under foreign ownership, control, or influence (FOCI) or where any FOCI may, in the opinion of the Government, adversely impact on Government security requirements. Accordingly, all firms initiating performance of a contract are required to submit a DOD Form 441s (Certificate Pertaining to Foreign Interests) prior to contract performance. DOD Form 441s entries should specify, where necessary, the identity, nature, degree, and impact of any FOCI on their organization or activities. Notwithstanding the limitation on contracting with a vendor under FOCI identified above, the Government reserves the right to contract with such firms under appropriate arrangements, when it determines that such contracts will be in the best interest of the Government.

H-20. Key Personnel

The Contractor shall assign the following appropriate personnel with Sponsor TOP SECRET INDUSTRIAL SECURITY STAFF APPROVAL, SI/TK clearances to be available to commence work under this contract:

<u>Name</u>	<u>Title</u>
TBD	***TBD***
TBD	***TBD***
TBD	***TBD***
TBD	***TBD***

The personnel specified above are considered to be essential to the work performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall provide advance notification, in writing, of at least forty-five (45) calendar days to the Contracting Officer and shall submit justification (including proposed substitutes) in sufficient detail to permit evaluation of the impact on the program. Along with the written notification and proposed substitutes, the Contractor shall submit a full resume of the proposed replacement personnel. No diversion from the above procedure shall be made by the Contractor without the written consent of the Contracting Officer; provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

Staff stability is a key requirement of the Government for an SI contractor. The Government will require key man agreements with respect to the project manager and all key personnel as stated above.

H-24 Conflict of Interest

The Contractor understands the Sponsor will not consider it, its successors or assigns (hereinafter referred to as the "Contractor"), as a source of supply for any hardware software or components directly related to work under this contract. The Contractor will not be solicited for proposals for such systems or software or components thereof or such training requirements. The Contractor agrees that it will not offer to sell to the Sponsor either as a prime contractor or as a subcontractor, any hardware, software or components thereof. This agreement by the Contractor not to offer to sell is extended to training requirements developed hereunder for such hardware, software or components.

In the event the Contractor should receive a solicitation for any hardware, software, or components thereof, it will return such solicitation to the soliciting activity with an explanation of its failure to bid citing this clause of this contract. The effective period of the above restrictions is from the effective date of this contract through 30 September 1990.

The prohibitions imposed by the above two paragraphs may be waived by the Government.

The Contractor further understands that if the work to be performed under this contract requires access to proprietary data of other companies, the Contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies to protect such data from unauthorized use or disclosure so long as it remains proprietary. Further, the Contractor agrees that it will not utilize the data obtained from such other companies in performing additional studies for the Sponsor.

The Contractor further agrees that no employee of the Contractor will be permitted to perform any work under this contract if they, their spouse or minor child or any member of their household have any direct or indirect financial interest in any company offering to sell hardware, software or components directly related to work under this contract.

H-25. 52.252-2 Clauses Incorporated by Reference (APR 1984)

(A) This contract incorporates the following clauses by reference, with the same full force and effect as if they were given full text. Upon request, the Contracting Officer will make this text available.

<u>Clause No.</u>	<u>Title</u>
52.244-2	<u>Subcontract Under Cost-Reimbursement and Letter Contracts (APR 1984)</u>

PART III

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

List of Attachments

1. Contract Status Report (Sample)
2. Statement of Work dated 29 January 1988, Pages 1 - 8
3. Contract Data Classification Guide
4. Form DD 441S Certificate Pertaining to Foreign Interests

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K

Representations, Certifications, and Other
Statements of Offerors

SECTION L

SPECIAL INSTRUCTIONS TO OFFERORS FOR PREPARATION OF PROPOSAL

L-1.0 INTRODUCTION

This section is provided to assist the Offeror in the preparation of a proposal in response to this Request for Proposal. The following should help the Offeror to respond in a manner that will assist the Government in determining the Offeror's relative ability to satisfy the requirements more fully defined in the Statement of Work (SOW), Section C. These instructions are not intended to restrict the Offeror's proposal effort. Questions relative to these instructions should be directed to the Contracting Officer pursuant to the instruction of the "Cover Letter" to this RFP.

L-2.0 PROPOSAL DOCUMENTS

L-2.1 NUMBER OF VOLUMES

The documents below, in the quantities indicated, are to be furnished as part of the proposal:

Volume I	- Technical/Management	1 Original and 9 copies
Volume II	- Cost	1 Original and 5 copies

L-2.2 GENERAL

The proposals shall be a concise presentation of issues and conclusions. Lengthy or complex supporting data shall be supplied in appendices. Where other sources such as text, etc., are referenced, the appropriate material shall be supplied in the appendices to make the proposal complete in itself. The proposal shall contain a table of contents for easy referral to appropriate sections. No cost data shall be included outside of the cost volume.

L-2.4 PROPOSAL FORMAT

L-2.4.1 COVER LETTER

A cover letter is to be attached to each proposal, and should include the certifications referred to in Section K "Representations, Certifications, and Other Statements of Offeror." The letter should also include the following information and be signed by an official authorized to contractually commit your company:

a. Names and phone numbers of persons authorized to negotiate this proposal and of persons to be contacted for clarification or questions relating to this proposal.

b. Statement that the proposal is firm for a period of not less than 90 days from the proposal due date.

c. Complete business address, including county, of your firm; the corporate name to be used on any resultant contract and the remittance address, if different from that above; if this name does not identify a "parent company" or sponsoring "corporation" name, also provide such identity, as appropriate.

d. Statement as to the acceptance of the anticipated contract provisions and proposed contract schedule, or specific exceptions taken to any of the terms and conditions specified herein.

L-2.5 TECHNICAL AND MANAGEMENT PROPOSAL (Volume 1)

This volume shall be organized in accordance with the outline below, containing the information specified for each section.

L-2.5.1 Executive Summary. This section synthesizes the contents of the technical proposal and provides an overview of the technical and management approach. If teaming with other companies or use of outside consultants is planned, identify and describe the relationships with such companies or consultants, defining the responsibility and authority of each party.

L-2.5.2 Understanding the Problem. This section describes the offeror's technical approach to the tasks identified in the SOW, and includes (but is not limited to) the following:

-- Documentation - Identify the reports and additional informational elements to be delivered under the proposed contract and the schedule for their delivery.

L-2.5.3 Management. This section describes the offeror's proposed organizational structure and plans for managing the proposed contract, and includes the following components:

-- Organizational structure - identifies how the proposed team fits into the offeror's overall corporate structure (including an organization chart), indicates how the

proposed project team will be structured, highlights responsibilities of key persons, and clarifies the principal interfaces and reporting mechanisms among and between elements of the project team, client elements, subcontractors, outside consultants, the Government's development contractors, QA team and offeror's support elements.

- Project management - describes how project risks, costs, schedules, personnel assignments and reporting will be managed.
- Manpower estimates - provides manpower estimates for each significant category of the contract work breakdown structure, grouped by labor category, and includes a schedule indicating project staffing levels for the duration of the contract. These data shall also be used as the basis for the cost proposal. Cost or pricing information shall not be included in the technical and management proposal.
- Resource availability - describes the Sponsor Management's access to corporate resources, and describes the extent and type of resources available.
- Facilities - summarizes the offeror's general facilities of relevance to the proposed contract, and points out the utility of particular features for supporting the effort.
- Security - comprises a security plan describing how the offeror proposes to comply with the security requirements of the attached Contract Data Classification Guide.

L-2.5.4 Personnel. This section identifies candidate individuals to work on the proposed contract, describes their relevant qualifications and experience, and delineates their respective roles. Proposed key personnel shall be identified. Include the proposed project manager's prior project management experience including contract number, contracting officer, COTR, number of people supervised, and dates during which the candidate served as project manager. Also, include in this section a list of project personnel with the appropriate security clearances available to begin work at the start of the contract. For all proposed personnel, list:

- Sponsor clearance held and date of issuance
- other clearance held and date of issuance

L-2.6 COST PROPOSAL (Volume 2)

This volume consists of a presentation of cost and pricing data substantiating the proposed cost of work to be accomplished in completion of the SOW tasks. The offeror's cost proposal shall contain sufficient factual information to establish the reasonableness, realism, and completeness of the proposed cost. As a minimum, furnish the items listed below.

- L-2.6.1 Standard Form 1411 Contract Pricing Proposal Cover Sheet. This form must be completely and separately executed for each of the five (5) periods (basic and the four option periods) including the reference column, which shall identify the supporting cost or pricing data submitted and attached to the form. If the form is locally reproduced, care should be taken that the reverse side is also reproduced. Cost data will be evaluated for each of the option periods. The submitted data must include at least the following:
- L-2.6.2 Tabular Data. This section provides data in tabular format to illustrate all components of the proposed cost, including: cost categories, labor rates and hours of direct labor; overhead; other direct costs; general and administrative expense; and profit or fee. Supporting tables shall depict: (a) an estimate of program cost by contract work breakdown structure item; (b) the basis of estimate for direct labor, specifying hours by labor category associated with each contract work breakdown structure item; and, (c) the basis of estimate for significant items of other direct cost.
- L-2.6.3 Narrative Data. This section provides narrative information regarding the derivation of cost factors, and includes the following components:
- Direct labor - provide a complete labor break out by skills category, and quantity and proposed hourly rates for each line item. Include your currently approved wage and salary plan, giving date of such approval, and minimum/maximum ranges for your respective labor categories. Indicate the source and construction of the proposed rates or if government approved forward pricing rates were utilized, give dates of last negotiation, name and address of government agency approving rates, and submit copies of approval documentation. Specify the number of hours per year on which the rates were based. Describe accounting and estimating procedures for vacation, sick leave, holidays, etc. Indicate how paid leave is handled. Furnish the company overtime policy, including who is paid overtime and overtime premiums.

- Other direct costs - describe the basis for estimating other direct costs. Indicate the reasons for these costs and the basis of computing the dollar amounts. Provide vendor, subcontractor and consultant quotes as applicable. NOTE: Offer may
- identify possible travel expenses as a part of his proposal. If such cost is deemed necessary and is approved by the Contracting Officer, the cost will be borne by the contractor and reimbursed under any resultant contract.
- Indirect costs - attach the latest overhead projection showing the details used in the computation of the rates (i.e., dollar amounts for the various accounts comprising the overhead pools). Provide information on the allocation base and show the rate calculation for each year involved and provide historical rate experience. Furnish similar information for the general and administrative rate. If a recent audit has been made of your overhead and G&A by any government agency, state by whom the audit was made, when, the final audit-determined rates, and the period for which the rates are effective. Give the name, address and phone number of the government agency performing the audit. If the proposed rates are significantly different, state why. For subsequent periods, provide your projected overhead and G&A rates.
- Business information - provides other business and administrative information which will promote understanding of your firm, its accounting methods, and procedures for estimating costs.
- Schedule of Funding Requirements -- funding for any resulting contract will be on a Fiscal Year basis with performance subject to the contract clauses entitled "Availability of Funds" and "Limitation of Funds." Offerors are requested to provide a schedule of their funding requirements for the duration of the contract and all optional periods.