

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF 1	PAGES 123	
2. CONTRACT NO.		3. SOLICITATION NO. N0042119R0074		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 11 Oct 2019	6. REQUISITION/PURCHASE NO. 1300781806			
7. ISSUED BY NAWCAD PROCUREMENT GROUP 21983 BUNDY ROAD, BLDG 3272 PATUXENT RIVER MD 20670				CODE N00421	8. ADDRESS OFFER TO (If other than Item 7)		CODE		
TEL: FAX:				See Item 7		TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
SOLICITATION									
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS			
11. TABLE OF CONTENTS									
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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)									
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.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM	
						(4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY			
						CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA		28. AWARD DATE	
TEL: EMAIL:						(Signature of Contracting Officer)			

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

Section SF 30 - BLOCK 14 CONTINUATION PAGE

NOTES

Admin note: This RFP utilizes Class Deviation (2018-O0006, dated 13 DEC 2017) which permits Multiple Award Contracts (MACs) to exclude price/cost as an evaluation factor under certain conditions.

1. The Product Service Code (PSC) for this procurement is D399, IT and Telecom - Other IT and Telecommunications. Additional PSCs will be determined at the Task Order (TO) level
The NAICS Code is 541330 - Engineering Services.
2. This contract will have a five-year ordering period in accordance with NAVAIR Clause 5252.216-9506, the maximum value of this contract will not exceed \$249,720,364.08.
3. A Lot is defined as a five-year ordering period for a specific CLIN (no option periods) or one year for a specific CLIN to include all associated task orders placed during the ordering periods.
4. The contractor will be required to have at least a SECRET facility clearance and applicable clearances for personnel identified in Section C Statement of Work (SOW) paragraph 3.2.2.2 prior to issuance of a task order under this contract. The contractor will not be permitted access to classified information until a final DD254 is incorporated as an attachment to the contract.
5. Rapid Acquisition Prototyping Integration and Development hereinafter referred to as RAPID has SIX Pools. Offerors can propose to one, multiple, or all of Pools 2 through 6. Pool 1 is strictly reserved as a small business set-aside.
6. The Government intends to make an award to each and all qualifying Offerors whose proposal is technically evaluated as "acceptable."

POINTS OF CONTACT

Contract Specialist: Brandon Reaser

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Procuring Contracting Officer: Christopher Pennini

Phone: 301-757-0463

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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RAPID Labor CPFF Ceiling CLIN in support of (ISO) Section C SOW FOB: Destination PURCHASE REQUEST NUMBER: 1300781806 PSC CD: D399		Lot		
				ESTIMATED COST FIXED FEE	<hr/>
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	RAPID - Test Flight Hours CPFF Ceiling CLIN ISO Section C SOW FOB: Destination PSC CD: D399		Lot		
				ESTIMATED COST FIXED FEE	<hr/>
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
0003	RAPID - Operational Flight Hours FFP Ceiling CLIN ISO of Section C SOW FOB: Destination PSC CD: D399				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
0004	RAPID - Special Pay ISO 0001 & 0002 CPFF Ceiling CLIN ISO Section C SOW FOB: Destination PSC CD: D399				

ESTIMATED COST
FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
0005	ODC Travel ISO 0001 & 0002 COST Ceiling CLIN ISO Section C SOW FOB: Destination PSC CD: D399				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	ODC Material ISO 0001 & 0002 COST Ceiling CLIN ISO Section C SOW FOB: Destination PSC CD: D399		Lot		
					ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	ODC Field Services ISO CLIN 0001 & 0002 COST Ceiling CLIN ISO of Section C SOW FOB: Destination PSC CD: D399		Lot		
					ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Delivered Contractor Acquired Property COST Delivered Contractor Acquired Property (CAP) under CLIN 0006 IAW Section C SOW paragraph 3.1.5.2. FOB: Destination PSC CD: D399		Lot		
					ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	DATA COST Not Separately Priced (NSP) Data ISO CLIN 0001, 0002, and 0003.				
				ESTIMATED COST	

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9501 NATIONAL STOCK NUMBERS (NAVAIR)(MAR 2007)

(a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.

(b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor, provided that title to the supplies is vested in the Government.

(c) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number", wherever it appears, shall mean "National Item Identification Number".

(As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)

Section C - Descriptions and Specifications

STATEMENT OF WORKSTATEMENT OF WORK FOR
RAPID ACQUISITION PROTOTYPING INTEGRATION AND DEVELOPMENT**1.0 Scope.**

The Naval Air Warfare Center Aircraft Division (NAWCAD) Webster Outlying Field (WOLF) provides engineering, integration, and mission support services to numerous Navy, Joint, and coalition forces worldwide utilizing numerous platforms and integrated capabilities. These capabilities typically require integration and coordination with existing infrastructure as well as the addition of new capabilities as the mission requirements dictate. The NAWCAD WOLF provides engineering design, tailored Systems Engineering (SE), and product acquisition in the development, integration, and fielding of solutions for warfighting capability gaps. Duties include the application of rapid development, rapid prototyping, and Systems Integration in the development of product-based solutions in areas to include Combat Integration & Identification Systems (CI&IDS), Ship & Air Integrated Warfare Systems (SAIW), Special Communications Mission Solutions (SCMS), Air Traffic Control & Landing Systems (ATC&LS), Airborne Systems Integration (ASI), and Integrated Command and Control (C2) and Intelligence. Due to the rapid nature of the work performed by the NAWCAD WOLF, all phases of the acquisition life cycle are present to provide products and services from concept through fielding. Training, operational support, and life cycle sustainment support are also required for limited durations in support of emerging operational needs.

NAWCAD WOLF provides the personnel, facilities, and processes required to design, prototype, develop, integrate, install, modernize and provide engineering lifecycle support for airborne, shipboard, expeditionary small craft (land and sea), and shore based systems for Command, Control, Communications, Computers, Combat Systems, Intelligence, Surveillance, and Reconnaissance (C5ISR) systems, sensors, command/operation centers, intelligence management, and identification for Navy, DoD, and other government agencies. The objective of this Multiple Award Contract (MA) Indefinite Quantity Indefinite Delivery (IDIQ) Contract (MAC) is to support new and emerging requirements and growth across the NAWCAD WOLF services portfolio using a strategic sourcing vehicle. RAPID MAC contractors will be competing for (TOs) that complement, augment, or add to (but will not duplicate) the current services in the six (6) functional areas outlined below provided within the NAWCAD WOLF portfolio.

This MAC provides the technical products and services in the above-mentioned areas under the NAWCAD WOLF's cognizance via functionally focused pools. Each pool establishes a functional area which expertise exists and includes associated efforts documented via (SOW) paragraphs required to achieve mission objectives within the functional area as documented below.

Pool 1: Systems Accreditation and Certification

This focus area includes the identification and analysis of information technologies, cyber resiliency, security, risk posture, and documentation development in support of cyber accreditation and certification for information systems and Command, Control, Communications, Computers, Combat Systems, Intelligence, Surveillance, and Reconnaissance (C5ISR) systems under NAWCAD WOLF purview. Efforts range across the lifecycle of the projects from cyber requirements generation, cyber hardening, cyber auditing, documentation development, accreditation, to continuous monitoring of new or existing NAWCAD WOLF systems. Cost, schedule, performance, and risk shall be maintained and reported throughout the duration of the efforts. Typical products include but are not limited to cyber scans, mitigation plans, project related policy or procedures, validated Security Technical Implementation Guide checklists, system categorization, cyber boundary diagrams, cyber monitoring reports, and cyber support tools for products developed by or supported by NAWCAD WOLF. Cyber process, approval, and tools typically falls under the purview of the sponsoring agency and may include but is not limited to U.S. Navy, U.S. Air Force, U.S. Army, and other state and federal defined processes.

Pool 2: Command and Control (C2) Solutions

This focus area is composed of tasking to support arrangement of personnel, equipment, communications, facilities, and procedures employed in planning, directing, coordinating, and controlling forces and operations. Including requirements analysis, evaluation, studies and analysis, cyber hardening, engineering design, configuration management, prototyping, integration, production, test and evaluation, logistical support, training, documentation, and fielding of systems encompassing communications systems, networking, and computing technologies. Efforts can range from new technology insertion to retrofit of existing systems into modular and/or fixed infrastructure systems. Cost, schedule, performance, and risk shall be maintained and reported throughout the duration of the efforts. Typical products include but are not limited to development and integration of deployed modular facilities with integrated networks, audiovisual systems, computers, and data links, retrofit or repurposing of fixed infrastructure to add or modify networks, audiovisual systems, computers, and integrating communication data links between geographically separated deployable and fixed infrastructure.

Pool 3: Aviation Systems Development and Operations

This focus area includes requirements analysis, evaluation, studies and analysis, cyber hardening, engineering design, configuration management, prototyping, integration, test and evaluation, logistical support, documentation, airworthiness, and flight operations of manned and unmanned systems to support development, demonstration, and operations of various technologies. Efforts could include installation of new technologies into new or existing airframes, verification, demonstration and evaluation, to sustained operations. Cost, schedule, performance, and risk shall be maintained and reported throughout the duration of the efforts. Typical products include but are not limited to integration of sensors into a commercially owned or government owned UAS platform for engineering evaluation and flight support for limited sustained operations in support of active missions, integration and flight operations of commercially owned commercially operated manned aircraft for engineering evaluation and flight support for limited sustained operations in support of active missions, and performing limited aircraft modifications at customer defined locations in support of engineering assessments or limited sustained operations.

Pool 4: Shipboard Combat Systems

This focus area includes development, integration, testing, documentation, and fielding of various technologies onto shipboard combat systems. Efforts can range from new technology insertion to retrofit of existing systems. Cost, schedule, performance, and risk shall be maintained and reported throughout the duration of the efforts. Typical products include but are not limited to development, integration and installation of non-standard communications and telemetry systems onto vessels and supporting ground stations, development, integration and installation of communication and telemetry systems on non-traditional vessels, or development, limited installation and fielding of emerging technologies for engineering evaluation and limited sustained operations in support of active missions.

Pool 5: Embarkable Systems

This focus area includes requirements analysis, evaluation, studies and analysis, cyber hardening, engineering design, configuration management, prototyping, integration, production, test and evaluation, logistical support, training, documentation, and fielding of (C5ISR) technologies. Efforts can range from new technology insertion to retrofit of existing systems into man pack, transit case, vehicle. Cost, schedule, performance, and risk shall be maintained and reported throughout the duration of the efforts. Typical products include but not limited to development and integration of commercial products into a transportable communication solution, development or integrations of systems that provide interoperability across components that do not communicate natively and developing and integrating solutions that utilize commercially available and government owned components into an integrated transportable solution.

Pool 6: Airborne Mission Systems

This focus area includes requirements analysis, evaluation, studies and analysis, cyber hardening, engineering design, configuration management, database support, integration, production, test and evaluation, logistical support, training, documentation, airworthiness, flight operations, and fielding of Airborne Mission Systems to the warfighter Efforts can range from new technology insertion to retrofit of existing systems onto manned and unmanned air vehicles, ground or ship based support systems, or man transportable systems. Cost, schedule, performance, and risk shall be maintained and reported throughout the duration of the efforts. Typical products include but not limited to development and integration of C5ISR communication links, networking devices, display, and sensors to support dissemination of data, information into to ground, ship, and air borne platforms for a complete system of systems solution.

SOW Paragraph					Pool 1	Pool 2	Pool 3	Pool 4	Pool 5	Pool 6
Associated functional expertise:					Systems Accreditation and Certification	Command and Control (C2) Solutions	Aviation Systems Development and Operations	Shipboard Combat Systems	Embarkable Systems	Airborne Mission Systems
3.1				General Requirements	Apply as directed in subparagraphs below					
	3.1.1			Compatibility	X	X	X	X	X	X
	3.1.2			Work Location, facilities, and property	Apply as directed in subparagraphs below					
		3.1.2.1		Work Location	X	X	X	X	X	X
		3.1.2.2		Meeting Support	X	X	X	X	X	X
		3.1.2.3		Contractor sites and property	X	X	X	X	X	X
		3.1.2.4		Facility Support	X	X	X	X	X	X
		3.1.2.5		Special Facilities	Apply as directed in subparagraphs below					
			3.1.2.5.1	Industrial Support Services		X	X	X	X	X
			3.1.2.5.2	Germany Support	X	X	X	X	X	X
		3.1.2.6		Equipment Installation	X	X	X	X	X	X
	3.1.3			Contract Status Reporting	Apply as directed in subparagraphs below					
		3.1.3.1		Monthly progress and financial status report	X	X	X	X	X	X
	3.1.4			Work schedule to include Compressed Work Schedule (CWS), overtime, holidays, and installation closure	Apply as directed in subparagraphs below					
		3.1.4.1		Work Schedule	X	X	X	X	X	X
			3.1.4.1.1	Compressed Work Schedule	X	X	X	X	X	X
			3.1.4.1.2	Holidays	X	X	X	X	X	X
			3.1.4.1.3	Installation Closure	X	X	X	X	X	X

		3.1.4.1.4	Overtime	X	X	X	X	X	X
		3.1.4.1.5	Special Pay		X	X	X	X	X
	3.1.5		Other Direct Costs	Apply as directed in subparagraphs below					
		3.1.5.1	Travel	X	X	X	X	X	X
		3.1.5.1.1	General and administrative expense	X	X	X	X	X	X
		3.1.5.1.2	Ship Based Detachments	X	X	X	X	X	X
		3.1.5.1.3	Synchronized Pre-Deployment & Operational Tracker (SPOT) and Letter of Authorization (LOA)	X	X	X	X	X	X
		3.1.5.2	Material	X	X	X	X	X	X
		3.1.5.3	Field Services		X	X	X	X	X
	3.1.6		Subcontractors and Consultants	X	X	X	X	X	X
	3.1.7		Management of Contractor personnel	X	X	X	X	X	X
	3.1.8		Transition out strategy	X	X	X	X	X	X
	3.1.9		Training Requirements	Apply as directed in subparagraphs below					
		3.1.9.1	Certification and Training	X	X	X	X	X	X
		3.1.9.2	Additional Training Requirements	X	X	X	X	X	X
		3.1.9.3	Safety Training and Surveys	X	X	X	X	X	X
		3.1.9.4	Corporate Applications and Cyber Security	X	X	X	X	X	X
	3.1.10		Quality Assurance	Apply as directed in subparagraphs below					
		3.1.10.1	Contract QA	X	X	X	X	X	X
		3.1.10.2	Quality Management System (QMS)	X	X	X	X	X	X
	3.1.11		Technical Direction Letters (TDLs)	X	X	X	X	X	X
3.2			Security (and all subparagraphs)	X	X	X	X	X	X
3.3			Specific requirements	As shown below					
	3.3.1		General scientific engineering	Apply as directed in subparagraphs below					
		3.3.1.1	Requirements definition and analysis and concept design	X	X	X	X	X	X

			(and all subparagraphs)							
		3.3.1.2	Specification support (and all subparagraphs)	X	X	X	X	X	X	X
		3.3.1.3	Emerging technologies (and all subparagraphs)	X	X	X	X	X	X	X
		3.3.1.4	Studies, analyses, and simulations (and all subparagraphs)	X	X	X	X	X	X	X
		3.3.1.5	Cyber security (and all subparagraphs)	X	X	X	X	X	X	X
		3.3.1.6	SE architecture (and all subparagraphs)	X	X	X	X	X	X	X
		3.3.1.7	Design and engineering support (and all subparagraphs)	X	X	X	X	X	X	X
		3.3.1.8	Software development (and all subparagraphs)	X	X	X	X			X
		3.3.1.9	Software development documentation (and all subparagraphs)	X	X	X	X			X
		3.3.1.10	Software development evaluation (and all subparagraphs)	X	X	X	X			X
		3.3.1.11	Configuration Management (and all subparagraphs)	X	X	X	X	X	X	X
		3.3.1.12	Cybersecurity, certification, and accreditation (and all subparagraphs)	X	X	X	X	X	X	X
		3.3.1.13	Database support (and all subparagraphs)	X		X	X			X
		3.3.1.14	Prototyping (and all subparagraphs)	X	X	X	X	X	X	X
	3.3.2		Integration, installation, and Test & Evaluation (T&E)	Apply as directed in subparagraphs below						
		3.3.2.1	Site and equipment		X	X	X	X	X	X

			surveys (and all subparagraphs)							
		3.3.2.2	integration and installation (and all subparagraphs)		X	X	X	X	X	X
		3.3.2.3	Verification testing (and all subparagraphs)		X	X	X	X	X	X
		3.3.2.4	Certification testing (and all subparagraphs)	X	X	X	X	X	X	X
		3.3.2.5	Software testing (and all subparagraphs)	X	X	X	X	X	X	X
	3.3.3		Logistics Support	Apply as directed in subparagraphs below						
		3.3.3.1	General logistics support (and all subparagraphs)	X	X	X	X	X	X	X
		3.3.3.2	Material and equipment procurement and control (and all subparagraphs)		X	X	X	X	X	X
		3.3.3.3	Studies, analyses, and simulations (and all subparagraphs)		X	X	X	X	X	X
		3.3.3.4	Training (and all subparagraphs)		X	X	X	X	X	X
		3.3.3.5	Inspections (and all subparagraphs)		X	X	X	X	X	X
		3.3.3.6	PHS&T and warehousing (and all subparagraphs)		X	X	X	X	X	X
	3.3.4		Operational and maintenance support	Apply as directed in subparagraphs below						
		3.3.4.1	In-service engineering support (and all subparagraphs)		X	X	X	X	X	X
		3.3.4.2	Equipment CM (and all subparagraphs)		X	X	X	X	X	X
	3.3.5		Technical project management	Apply as directed in subparagraphs below						
		3.3.5.1	General technical project management (and all subparagraphs)	X	X	X	X	X	X	X
		3.3.5.2	Technical meeting support (and all subparagraphs)	X	X	X	X	X	X	X
		3.3.5.3	Technical documentation	X	X	X	X	X	X	X

				support (and all subparagraphs)						
	3.3.6			Flight Operations	Apply as directed in subparagraphs below					
		3.3.6.1		Pilots and Sensor Operators			X			X
		3.3.6.2		Government Personnel on flights			X			X
		3.3.6.3		Airworthiness Certification (and all subparagraphs)			X			X
3.4				Personnel Qualification (and all subparagraphs)	X	X	X	X	X	X

2.0 Applicable documents.

The following is a list of known documents that will be needed, used, and referred to during the performance of the TOs required by this SOW. Additional documents may be incorporated into the TO. Unless otherwise specified, the revision level and date of each document, specification, or standard cited, or referred to, within this Contract shall be the most current or superseding version.

2.1 Department of Defense (DoD) specifications.

2.1.1 DoD 5220.22-M, *National Industrial Security Program Operating Manual, (NISPOM)*, 18 May 2016.

2.1.2 SECNAV M-5510.36, *Information Security Program*, 1 Jun 2006.

2.1.3 DoDM 5200.01, *DoD Information Security Program: Controlled Unclassified Information (CUI) Vol. 4*, 9 Sept 2018.

2.1.4 DoDM 5400.07, *Freedom of Information Act (FOIA) Program*, 25 Jan 2017.

2.1.5 DoDI 5230.24, *Distribution Statements on Technical Documents, Change 3*, 15 Oct 2018.

2.1.6 SECNAV M-5510.30, *Personnel Security Program*, 1 Jun 2006.

2.1.7 OPNAVINST 3440.17A, *Navy Installation Emergency Management Program*, 1 Aug 2014

2.2 DoD standards.

2.2.1 DoDD 5000 Series.

2.2.2 DoDI 8510.01 *Risk Management Framework (RMF) for DoD Information Technology*.

2.2.3 DoD 8500.2 *Information Assurance (IA) Implementation*.

2.2.4 MIL-STD-882D *System Safety*.

2.3 Other Government documents.

2.3.1 OPNAVINST 3432.1 *Operational Security*.

2.3.2 NASPAXRIVERINST 5100.35C *Occupational Safety and Health (OSH) Manual*.

2.3.3 NAWCINST 3432.1 *NAWC Operations Security Plan*.

2.3.4 DoD Joint Travel Regulations (JTR).

2.3.5 CNSSP-1 *National Policy for Safeguarding and Control of COMSEC and any other applicable guidance and regulations on force in the Area of Operations (AO)*.

2.3.6 JFAN 6/0 *Joint Air Force-Army-Navy Manual Special Access program Security Manual*.

- 2.3.7 *Defense Information Systems Agency's (DISA) Application Security.*
- 2.3.8 *Development Security Technical Implementation Guide (STIG), Version 3 Release 4.*
- 2.3.9 *OPNAVINST 5100.27.*
- 2.3.10 *OPNAVINST 11010.20.*
- 2.3.11 *Army in Europe (AE) Regulations 600-700 Dated 28 May 2009.*

3.0 Requirements.

3.1 General requirements.

3.1.1 **Compatibility.** The Contractor shall maintain the capability to prepare documents and software packages compatible with the Government Information Technology (IT) environment through the security classification designated in the TO (which could be up to Top Secret (TS)). The current operating environment for the TOs required for this Contract includes:

- Microsoft Windows 10
- Microsoft Project 2016
- Microsoft Office Professional Plus 2016 or newer
- Adobe Acrobat XI (reader)
- Internet access
- Others if needed

The Contractor shall maintain the ability to interface with and transfer data to and from requiring office software applications and their upgraded versions. The Contractor shall maintain state-of-the-art anti-virus software and ensure that all media are virus free when delivered. The Contractor shall be capable of Internet and Local Area Network (LAN) communications with the NAWCAD WOLF infrastructures. Contractor personnel shall be capable of maintaining real-time communications, both voice and data transfer capabilities, with the NAWCAD WOLF during working hours whether at Contractor work site or on travel.

Use of a Research, Development, Test, and Evaluation (RDT&E) network may be required to meet the requirements of a TO. The Contractor shall ensure all on-site employees requiring connectivity with the RDT&E network are provided access to computers for development of documentation, databases, and spreadsheet data. These computers shall have sufficient memory, hard disk space, a network interface card, and run a full range of standard software including current versions of Microsoft Windows Operating System and Microsoft Office Professional, when required by the TO. Desktop computer systems shall be set up to allow access to the RDT&E network. Technical support from the manufacturer of the hardware and software must be available. All equipment being connected to the RDT&E network shall meet minimum requirements stated in the current version of non-Navy RDT&E network Standard Operating Procedures (SOPs). The use of RDT&E network assets on networks other than the RDT&E network is prohibited. Contractors are mandated by DoD policies to use Government approved client Public Key Infrastructures (PKIs), Class 4 Certificates, for accessing various Government DoD resources. The Contractor shall provide approved client DoD client PKI Class 4 Certificates or Common Access Card (CAC) Badge/CAC Readers. Contractor-Owned (CO) equipment will be permitted connections to Naval Air Systems Command (NAVAIR)/DoD networks in order to carry out the performance of this Contract. All CO hardware and/or software shall meet *DoD 8500.2 IA Controls*, is subject to validation scanning, and must be approved by the Contracting Officer's Representative (COR) and the RDT&E Network Information Security Officer prior to connection. All property must be tagged as Contractor Furnished Equipment (CFE). No personally owned computers are allowed to be attached to the RDT&E network. The operating environment required for the RDT&E network will be established in the TO.

3.1.2 Work location, facilities, and property.

3.1.2.1 **Work location.** Approximately 5% of the work will be performed at Government site and 95% of work will be performed at Contractor site. This estimate encompasses all work estimated across all pools. Government sites include Naval Air Station (NAS) Patuxent River and WOLF. Contractors performing on-site support will be provided access to workspaces, telephones, printers, facsimile machines, copy machines, shredders, computers (when access to the NMCI network is required by a TO), and networks including WEB servers and applicable databases or other applications necessary to carry out assigned tasks. TOs may require the geographic location of the Contractor's primary facility to be

within a fifty (50) mile driving distance of NAS Patuxent River or WOLF. The percentage of the tasking that may be performed at Contractor's facilities outside the fifty (50) mile driving distance or at locations requiring travel will be determined on a per TO basis.

3.1.2.2 Meeting support. In support of the tasking outlined in this SOW, the Contractor shall have the capability to host and conduct meetings at the classification levels determined by the TOs, up to Secret. If required by the TO, the conference room should hold a minimum of twenty (20) persons and have Video Teleconference (VTC) capability (non-Government Furnished Equipment (GFE)). The conference room shall contain sufficient equipment to conduct meetings with presentations. The facility shall have projectors and/or television displays, computer(s) with compatible software as required in Paragraph 3.1.1, and telephone(s) as established minimum requirements, unless otherwise directed in the TO. This support, if required, shall be provided at locations as defined within each TO.

3.1.2.3 Facility Support: The Contractor shall provide support services for the storage, integration, and testing of electronic equipment and systems associated with assigned projects as required by TOs. The space shall be configured to provide distinct and securable areas for receiving equipment, equipment receipt inspection, equipment testing. The space shall be equipped with heating, ventilation, and air conditioning (HVAC) systems capable of sustaining a controlled environment consistent with the storage, assembly, and operation of electronic equipment. The Contractor shall have an approved Property Management System and adequately protect Government property. The Contractor shall furnish and equip the facility to meet requirements. The Contractor's support facility shall be within the Contiguous United States (CONUS). The Government will not take possession of the facility at contract termination.

3.1.2.4 Special facilities.

3.1.2.4.1 Industrial support services. The Contractor shall provide industrial support services for the storage, integration, and testing of electronic equipment and systems associated with assigned projects as required by TOs. The space shall be configured to provide distinct and securable areas for receiving, material receipt inspection, equipment testing, storage awaiting buildup, a buildup area (including foundation, cabinet, and cable buildup), fabrication area (for fabricating of pieces and parts), storage of systems awaiting integration and testing, and storage of completed systems. The space shall be equipped with heating, ventilation, and air conditioning (HVAC) systems capable of sustaining a controlled environment consistent with the storage, assembly, and operation of electronic equipment. The Contractor shall furnish and equip the facility to meet requirements. The Contractor's support facility shall be within the Contiguous United States (CONUS). The Government will not take possession of the facility at contract termination.

3.1.2.4.2 Germany support. Under this SOW, as defined in the TO(s), Contractor employees, spouses, and family members assigned overseas within the European Theater in Germany will be regulated by *Army in Europe (AE) Regulations 600-700 Dated 28 May 2009*, or its replacement as superseded. Individual Logistics Support for Civilian Contractor Personnel will be provided IAW Chapter 7 of this Regulation.

3.1.2.5 Equipment Installation. In accomplishing work under this Contract, the Contractor may be required to perform Equipment Installation of Personal Property within a Government Real Property facility as defined in *OPNAVINST 11010.20 Series*. Construction work as defined in *OPNAVINST 11010.20* is not permitted under this Contract. For any work that can be construed as construction, the Contractor shall contact the COR to coordinate with the appropriate facilities group to accomplish the necessary work. If the Contractor feels the work being performed needs clarification, contact the KO and COR to get a determination before proceeding.

3.1.3 Contract status reporting. The Contractor shall provide the following documentation.

3.1.3.1 Monthly progress and financial status report. The Contractor shall provide a progress and financial status report IAW the CDRL defined within the TO. The report shall include work accomplished since submittal of the last report, both monthly and cumulative work-hour labor costs expended by labor category and material and travel costs.

3.1.4 Work schedule to include Compressed Work Schedule (CWS), overtime, holidays, and installation closure.

3.1.4.1 Work schedule. The Contractor shall provide the required services and staffing coverage during normal working hours. Normal working hours are usually eight and a half (8.5) hours (including a thirty-minute lunch break), from 0730 to 1600 each Monday through Friday (except on the legal holidays specified in paragraph 3.1.4.1.2). Some supported Government offices have flexibility to start as early as 0600/0630 and end as late as 1800, Monday through Friday. Support required outside normal working hours may be required at the TO level.

3.1.4.1.1 Compressed Work Schedule (CWS). CWS is an alternative work schedule to the traditional five (5) eight and a half (8.5) hour workdays (which includes a thirty-minute lunch) worked per week. Under a CWS schedule, an employee completes the following schedule within a two-week period of time: eight (8) weekdays are worked at nine and a half (9.5) hours each (which includes a thirty-minute lunch), one (1) weekday is alternately worked as eight and a half (8.5) hours (which includes a thirty-minute lunch) and one (1) weekday is not worked by the employee. The result is eighty (80) hours worked every two (2) weeks, with forty-four (44) work hours one (1) week and thirty-six (36) work hours the other.

The Contractor may allow its employees to work a CWS schedule. If the Contractor chooses to allow its employees to work a CWS schedule in support of this Contract, any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this Contract and will not be reimbursed by the Government. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government to the COR/ACOR.

3.1.4.1.2 Holidays. The Government observes the following holidays:

New Year's Day, January 1
 Martin Luther King Day, the third Monday in January
 Presidents' Day, the third Monday in February
 Memorial Day, the last Monday in May
 Independence Day, July 4
 Labor Day, the first Monday in September
 Columbus Day, the second Monday in October
 Veterans Day, November 11
 Thanksgiving Day, the fourth Thursday in November
 Christmas Day, December 25

With the exception of the events in section 3.1.4.1.3 below, the Contractor is permitted to observe the specified holidays IAW its corporate policy.

3.1.4.1.3 Installation closure. When Federal facilities are closed by the Government or when Federal employees are officially excused from work due to a holiday or a special event, severe weather, a security threat, or any other Government facility related problem that prevents Federal personnel from working at the Government facility, Contractor personnel assigned to work at that facility in support of such Federal employees shall follow their parent company's policies.

While generally Contractor personnel may not perform work on-site at a Government facility without oversight from Federal personnel, in very limited circumstances, work being performed by Contractor personnel may be deemed mission essential and performance of such mission essential work may be authorized to continue at the Government facility despite the facility being otherwise closed for normal operations. The circumstances permitting work being performed by Contractor personnel to be deemed mission essential are extremely limited and generally only apply to performance of efforts related to public health, safety, or matters related to national security. The cognizant Contracting Officer (KO) must concur with any determination that work being performed by Contractor personnel is mission essential.

3.1.4.1.4 Overtime. Overtime cannot be charged directly to the Contract unless first approved in writing by the Procuring Contracting Officer (PCO).

3.1.4.1.5 Special Pay: The Contractor may be required to travel to and perform work within an area requiring Foreign-area Allowances such as Danger Pay, Hard-to-Fill Differential, Hardship Differential, and Imminent Danger Pay. Foreign-area Allowances will be provided IAW Department of State (DOS) guidelines.

3.1.5 Other Direct Costs (ODCs)

3.1.5.1 Travel (CLIN 0005)

3.1.5.1.1 General and administrative expense. Travel may include general and administrative expenses, but shall not include profit. Temporary travel requirements, locations, and authorization request procedures will be determined by the TO. If required, temporary travel locations will be listed in the applicable TO. Travel authorization requests shall be

prepared and submitted for COR approval IAW TO guidance and clause 5252.232-9509. The Contractor shall provide a trip report for all travel IAW the CDRL defined in the TO.

3.1.5.1.2 Ship Based Detachments: TOs may require ship based detachments. As identified and directed by the COR, the Contractor shall provide all support for ship-based detachments IAW squadrons' instructions and Ships' Naval Air Training and Operating Procedures Standardization (NATOPS) procedures. Personnel deploying onboard U.S. Navy vessels must be qualified per the appropriate NATOPS manual and have completed the Flight Deck Familiarization Personnel Qualification Standard (PQS) (NAVEDTRA 43426-0B Flight Deck Familiarization) and have passed the required annual flight deck physical. The physical shall be documented, indicating fitness for Flight Deck and Flight Line duties. These physicals will be paid on a Material/ODC CLIN. Once on board the base, PQS may be accessed by going to <https://www.nko.navy.mil/>, selecting Career Management and then PQS. CAC Badges are required for access to Navy Knowledge Online (NKO).

3.1.5.1.3 Synchronized Pre-Deployment & Operational Tracker (SPOT) and Letter of Authorization (LOA): The Contractor may travel in combatant command locations. SPOT enables the validation of Contractors Authorized to Accompany the Force (CAAF) (i.e. Contractor personnel associated with specific contracts and subcontracts), their authorization and eligibility for access to specific DoD facilities, and their eligibility for specific Government-Furnished Support (GFS). The Contractor shall initiate a LOA for each prospective traveler. The Contractor shall use the SPOT link <https://spot.dmdc.mil> to enter and maintain data with respect to traveling/deployment of personnel and to generate LOAs. LOAs will identify local authorizations, privileges, etc., as specified by DoD requirements. All defense contractors working under this contract shall carry an LOA with them at all times while deployed.

3.1.5.2 Material (CLIN 0006). All materials not depleted during the performance of this Contract shall become Government property upon completion of this Contract. The Contractor shall transfer all materials not depleted to the COR by way of Material Inspection and Receiving Report (DD Form 250). Material costs may include general and administrative expenses but shall not include profit/fee. Additional material guidance may be required at the TO level.

3.1.5.3 Field Services (CLIN 0007): Field services may be required for installation and certification activities. Services may include rigging support; crane operation; hot work; firewatch; welding support (to include grinding, cutting, and fitting of metal work); painting and re-conditioning services; cable running; lagging removal; structural services; forklift operation; and other services as required by the specific effort identified in individual TOs.

3.1.6 Subcontractors and consultants. Provisions stated herein shall be clearly and effectively communicated to all subcontractors providing support under this Contract. All provisions of this SOW shall flow down to subcontractors providing support under this Contract.

3.1.7 Management of Contractor personnel. The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. The Contractor shall manage its employees and guard against any actions that are of the nature of personal services, or give the perception of personal services.

3.1.8 Transition out strategy. In execution of required tasking in section 3.3, the Contractor may be required to submit a transition out strategy. When applicable, the Contractor shall provide the transition out strategy as specified in the individual TO CDRL.

3.1.9 Training Requirements.

3.1.9.1 Certification and Training: The Contractor is responsible for ensuring all employees have the required training and certification by verifying experience, special training, and qualifications.

3.1.9.2 Additional Training Requirements: Contractor employees shall complete Government specific training as required by the COR, provided by the Government, at no cost to the Contractor. This training includes new and recurring Navy requirements not available commercially, Naval Aviation Survival Training Program (NASTP) and aircraft specific training (e.g., NATOPS), Operational Risk Management (ORM), Anti-Terrorism, Cyber Security, and other safety and security training as required by the host command to include Safety Stand Downs.

3.1.9.3 Safety Training and Surveys: Contractor employees shall complete Safety Training as directed by the Safety Officer and the COR or as directed by local command or instruction. Additionally, the Contractor shall participate in the Safety Survey Process.

3.1.9.4 Corporate Applications and Cyber Security: The Contractor shall gain access to the appropriate corporate applications. These systems may include but are not limited to NMCI, Financial Management System Initial Support Team (FIST), One Touch, Navy Enterprise Resource Planning (N-ERP), DoD Electronic Mall (EMALL), Naval Logistics Library (NLL), Naval Air Technical Data and Engineering Service Center (NATEC), Web Centers for Automated Testing (WebCATs), Joint Deficiency Reporting System (JDRS), Naval Ordnance Safety and Security Activity (NOSSA). Contractor personnel assigned to perform work under this contract and who require access to Government IT Systems shall comply with DoN Cyber Security and Personnel Security Requirements for Accessing Government IT Systems.

3.1.10 Quality Assurance (QA).

3.1.10.1 Contract QA. The Government will evaluate Contractor performance in the areas of quality, schedule, cost control, business relations, management, utilization of Small Business (SB), and other areas IAW the procedures and criteria established in either a Quality Assurance Surveillance Plan (QASP) or Contract Surveillance Plan (CSP) as defined by the TO.

The Government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables. Standard program data that may be required by the Government to compile trend studies shall be made available as needed.

3.1.10.2 Quality Management System (QMS)

The Contractor shall implement and maintain a QMS to ensure that product integrity meets the Contract requirements. The Contractor's QMS must be clearly defined, and employees providing quality functions must have adequate responsibility, authority, and freedom to identify and evaluate problems and to initiate, recommend, or provide corrective action. The contractor's QMS should be IAW industry standards for the primary functional areas in which they are performing to include but not limited to design, development, production, configuration management, supply chain management, installation and services.

Specific TOs may require contractor to hold and maintain particular quality standards at TO award. These standards could include but are not limited to a quality management system which meets the quality requirements as defined in FAR 46.202-4(a), International Organization of Standards (ISO 9001:2008), or Quality Management System – Requirements for Aviation, Space and Defense Organizations (AS9100D) for all work performed at the Contractor's facilities and onboard NAVAIR and/or NAWCAD facilities, as applicable per TO. The Government reserves the right to require the Contractor to present its certificate of compliance at any time.

In addition, TOs may require the manufacturing and quality management systems use ANSI/J-STD-001, Requirements for Soldered Electrical and Electronic Assemblies; IPC-A-610, Acceptability of Electronic Assemblies; and IPC-R-700, Suggested Guidelines for Modification, Rework and Repair of Printed Boards and Assemblies as the required guidelines for producing electrical and electronic assemblies.

3.1.11 Technical Direction Letters (TDLs). When necessary, technical direction or clarification concerning the details of specific tasks set forth in the TOs will be given through issuance of written TDLs. TDLs will not, in any manner, alter the scope of the Contract or TO. For further direction see Clause 5252.242-9502 TECHNICAL DIRECTION (May 2011) in Section H.

3.2 Security.

3.2.1 Citizenship requirements. Only U.S. citizens may perform under this Contract. If the Contractor cannot find qualified U.S. citizens to perform the work, the Contractor shall submit a citizenship waiver request with justification to the Government Security Office. The waiver request should include the following.

- a. The individual's name, date and place of birth, position title, and current citizenship.
- b. A statement that a qualified U.S. citizen cannot be hired in sufficient time to meet the contractual requirements.
- c. A statement of the unusual expertise possessed by the applicant.
- d. A statement that access will be limited to a specific Government contract (specify contract number).
- e. A statement that the Contractor has obtained an export license for the information required to perform the contract.

3.2.2 Investigative requirements.

3.2.2.1 Unclassified: All Contractor personnel must be eligible to perform Non-Critical Sensitive work as defined by SECNAV M-5510.30. All Contractor personnel are required to have a favorably adjudicated Tier-3 investigation from the Office of Personnel Management (OPM). The Contractor shall submit a request for personnel security investigation to the Government Security Office. The Government Security Office shall initiate the Contractor's Electronic Questionnaire for Investigations Processing (eQIP), shall do a preliminary screening of the Contractor's eQIP for suitability and derogatory information. The Contractor employee shall provide all requested information pursuant to the Privacy Act of 1974. The Government Security Office may deny the Contractor access to Government facilities and information and may prohibit the Contractor from performance of sensitive duties for failure to provide requested information or when derogatory or adverse information is present on the Contractor's eQIP, in such cases, the Contractor employee may not perform on the Contract.

The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of CUI and to control distribution of CUI IAW DoD 5220.22-M NISPOM and SECNAV M-5510.36. All Contractor facilities shall provide an appropriate means of storage for controlled unclassified information and materials. All CUI shall be appropriately identified and marked as For Official Use Only (FOUO) IAW DoD Instruction 5200.48, Controlled Unclassified Information (CUI).

CUI including FOUO and Covered Defense Information (meeting the definition of 48 CFR 252.204–7012(a)) generated and/or provided under this contract shall be marked and safeguarded as specified in DoD Instruction 52.00.48, CUI available at <https://www.esd.whs.mil/Portals/52/Documents/DD/issuances/dodi/520048p.PDF>. Any product containing Covered Defense Information shall be assigned a distribution statement (distribution statements B through F) using the criteria set forth in DoDI 5230.24 (Distribution Statements on Technical Documents) and have this statement displayed per DoDI 5230.24, Enclosure 3.

All controlled unclassified technical information shall be appropriately identified and marked with a distribution statement(s) (B-F).

Classified: All Contractor personnel shall maintain security clearance eligibility commensurate with the level of classification of the work performed as annotated in the Contract's DD-254, Contract Security Classification Specification Form.

Contractor personnel shall require access to classified information in performance of this contract up to and including (_____), with a safeguarding level of (_____). The Contractor is responsible for ensuring that all personnel receive the requisite investigation and are favorably adjudicated IAW DoDM 5220.22 NISPOM. Contractor employees who fail to meet security clearance requirements may not access classified information or perform sensitive duties. In such cases, the Contractor employee may not perform on the contract.

The Contractor shall comply with security requirements specified in the DD-254 attached to this contract. Information or data that the Contractor accesses shall be handled at the appropriate classification level. Unclassified information shall be handled IAW the appropriate designation (CUI; FOUO; Covered Defense Information). Distribution is authorized to the Requiring Office's Organization and supported Activity only. Other requests for deliverables under this contract shall be referred to the Technical Point of Contact (TPOC)/COR of this contract for approval.

CUI including FOUO and Covered Defense Information (meeting the definition of 48 CFR 252.204–7012(a)) generated and/or provided under this contract shall be marked and safeguarded as specified in DoD Instruction 52.00.48, CUI available at <https://www.esd.whs.mil/Portals/52/Documents/DD/issuances/dodi/520048p.PDF>. Any product containing Covered Defense Information shall be assigned a distribution statement (distribution statements B through F) using the criteria set forth in DoDI 5230.24 Distribution Statements on Technical Documents and have this statement displayed per DoDI 5230.24, Enclosure 3.

3.2.2.2 Security clearance information. Security clearance information shall be established at the TO level. The estimated information below is anticipated clearance requirements which could be applied to any pool. It is anticipated that all Contractor personnel shall possess a SECRET level clearance with the exception of the labor categories listed in the table below with specific requirements to be defined in each TO.

Labor Category	DoD Security Clearance Level or DHS Equivalent (or Interim Clearance)	Required Days After Issuance of TO
Aerospace Engineer, Journeyman (3)	TOP SECRET	90
Aerospace Engineer, Senior (2)	TOP SECRET w/SSBI	Upon award
Business Operations Specialist (Operations Security Analyst), Journeyman (All)	TOP SECRET w/SSBI	Upon award
Commercial Pilot, Senior (1)	TOP SECRET	90
Computer and Information Research Scientist, Junior (1)	TOP SECRET	90
Computer Hardware Engineer, Journeyman (1)	TOP SECRET	90
Computer Network Architects, Senior (1)	TOP SECRET	Upon award
Computer Network Support Specialists, Journeyman (2)	TOP SECRET	90
Computer Network Support Specialists, Senior (1)	TOP SECRET	90
Computer Programmer II (1)	TOP SECRET	90
Computer Programmer IV (1)	TOP SECRET	90
Electrical Engineer, Journeyman (2)	TOP SECRET	90
Electrical Engineer, Senior (1)	TOP SECRET w/SSBI	Upon award
Electrical Engineer, Senior (1)	TOP SECRET	Upon award
First Line Supervisor of Aircrew Members, Senior (All)	TOP SECRET w/SSBI	Upon award
Information Security Analyst, Senior (2)	TOP SECRET	90
Information Security Specialist, Senior (2)	TOP SECRET	Upon award
Mechanical Engineer, Senior (1)	TOP SECRET w/SSBI	Upon award
Operations Research Analyst, Senior (3)	TOP SECRET	90
Management Analyst (Program Manager), Senior (2)	TOP SECRET	Upon award
Computer Programmer (Software Developer and Programmer), Senior (1)	TOP SECRET w/SSBI	Upon award

(#) indicates estimate of how many of each LCAT are required to possess the designated security clearance level

3.2.3 System Authorization Access Request (SAAR-N), Common Access Card (CAC)/Public Key Infrastructure (PKI):

3.2.3.1 SAAR-N: All personnel in support of this contract with requirements for accessing government IT systems must provide a completed System Authorization Access Request –Navy (SAAR-N) form (OPNAV 5239/14 (Rev 9/2011) or latest version thereof) and a completed Cyber Awareness Challenge ver. 2.0 or latest version thereof. This training is available at the following location: <http://iase.disa.mil/eta/cyberchallenge/launchPage.htm>. The contractor shall establish a CAC/SAAR-N POC to coordinate with the government in such matters. The CAC/SAAR-N POC shall deliver completed TASS Registration Request (TRR) and SAAR-N forms electronically for approval and processing by the government. SAAR-N forms shall be digitally signed by all signatories using either their DoD or ECA issued PKI certificate.

- (a) Contractor personnel assigned to perform work under this contract may require access to Navy IT resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring CAC PKI. Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall electronically submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Rev 9/2011) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources.
- (b) (b) SAAR-N forms will be submitted to the PISSM via the Contracting Officer's Representative (COR) or

Alternate COR (ACOR), or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or ACOR, the designated SAAR-N Government Sponsor for contractor employees requiring IT access shall be responsible for signing and processing the SAAR-N forms and submission to the PISSM. For those contractors that do not have a FSO, SAAR-N forms shall be submitted to the PISSM via the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor.

- (c) (c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual CS awareness training. The contractor shall ensure that a completed DoD Cyber Awareness Challenge ver. 2.0 or the latest version thereof, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this section, access to Navy IT resources will be denied/revoked.
- (d) (d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract or order number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract or order.

3.2.3.2 Command Access Cards (CAC)/Public Key Infrastructure (PKI): The government may approve and issue common access cards (CAC) to personnel supporting this contract on a case-by-case basis. CAC request shall be initiated using the Trusted Associate Sponsorship System Consent to Monitor (TASS) (<https://www.dmdc.osd.mil/TASS/>). A Trusted Agent (TA) will be identified by the Government to the Contractor for CAC issuance. CAC applicants shall submit an initial request for a CAC or government credential to the Trusted Agent (TA) and log in to TASS to complete and submit the online application for government credentials. The sponsoring DoD Agency will provide the Applicant Request Form which is the necessary information and appropriate paperwork required for obtaining a government credential. The contractor shall then vet the Applicant using the DoD approved process. Once the Applicant, Contracting Agency, and Sponsoring Agency provide the necessary information, the Applicant shall submit the required information to the TA. The TA will verify that the contractor has vetted the Applicant and establish the affiliation of the Applicant with the service or agency. Once the TA confirms the vetting and ensures all other requirements have been satisfied, he or she creates an application in TASS for submission. Once the TA submits a new application for an Applicant, the TA will provide the Applicant (via secure means) the TASS weblink and his or her user ID and temporary password. The Applicant shall then log in to TASS to complete and submit the application. Once the TA submits the application, the Applicant has seven days to complete an initial log in to TASS and begin the application process, or TASS will automatically disable the Applicant's application. Per DTM 08-003, the Next Generation CAC Implementation Guidance document, initial CAC issuance requires, at a minimum, the completion of FBI fingerprint check with favorable results and submission of a National Agency Check with Inquiries (NACI) to the Office of Personnel Management (OPM), or a DoD-determined equivalent investigation. Per DoD Manual 1000.13, Volume 1 (Enclosure 2, Section 6C) only an official government email address (e.g., .mil, .gov, .edu) may be entered into a CAC. Contractor email addresses are NOT authorized on the CAC and it is the responsibility of the contractor company to provide a valid ECA PKI certificate associated with the contractor's official email addresses for usage and in support under this contract.

3.2.3.3 DD-254. The Contractor shall comply with security requirements specified in the DD-254 attached to this Contract. Information or data that the Contractor accesses shall be handled at the appropriate classification level. Unclassified information shall be handled as For Official Use Only (FOUO). Distribution is authorized to the Requiring Office's Organization and supported Activity only. Other requests for deliverables under this Contract shall be referred to the COR of this Contract for approval.

3.2.4 Information security. If the work is performed at the Contractor's facility, the Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of classified information and CUI and to control distribution of CUI IAW *DoD 5220.22-M (NISPOM)*, and *SECNAV M-5510.36*. If the work is performed at

the Government's facility, the Contractor shall comply with facility and security instructions and guidance as required by facilities established within each TO.

3.2.4.1 Marking. All information generated by the Contractor shall be properly marked. FOUO information generated and/or provided under this Contract shall be marked IAW *DoDM 5200.01*. Technical information shall also be marked with appropriate Distribution Statements and Export Control warnings IAW *DoDD 5230.24* and program Security Classification Guidance.

3.2.4.2 Public release for Classified and Unclassified Information: Any controlled information pertaining to this Contract shall not be released for public dissemination, including posting to any social media sites such as Facebook or Twitter, unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release via the COR of this Contract through PEO (T), Public Affairs Office, 47123 Buse Road, RADM William A. Moffett Building, Patuxent River, MD 20670-1547.

3.2.4.3 Loss, compromise and/or electronic spillage of classified information or CUI. All instances of loss, compromise, and electronic spillage of classified information or CUI shall be reported to the COR, TPOC, and Government Security Office within twenty-four (24) hours of the incident occurring.

3.2.5 Operations Security (OPSEC). The Contractor shall develop, implement, and maintain an OPSEC program to protect controlled unclassified and classified activities, information, equipment, and material used or developed by the Contractor and any subcontractor during performance of the Contract. The Contractor shall be responsible for the subcontractor implementation of the OPSEC requirements. This program may include Information Assurance and Communications Security (COMSEC). The OPSEC program shall be IAW National Security Decision Directive (NSDD) 298 and at a minimum shall include:

- a. Assignment of responsibility for OPSEC direction and implementation.
- b. Issuance of procedures and planning guidance for the use of OPSEC techniques to identify vulnerabilities and apply applicable countermeasures.
- c. Establishment of OPSEC education and awareness training.
- d. Provisions for management, annual review, and evaluation of OPSEC programs.
- e. Flow down of OPSEC requirements to subcontractors when applicable.

While performing aboard NAVAIR or NAVAIR sites, the Contractor shall comply with facility OPSEC program instructions and contribute to organization-level OPSEC efforts. Include OPSEC as part of its ongoing security awareness program and take all required Agency training. Be responsive to the Supporting OPSEC Manager on a non-interference basis. Protect sensitive unclassified information and activities which could compromise classified information or operations or degrade the planning and execution of operations performed by the Requirements Owner and Contractor in support of the mission. OPSEC CDRLs requirements will be defined on a per TO basis.

3.2.6 Anti-Terrorism Force Protection and Emergency Management. The work performed on this Contract is not Emergency Essential IAW *OPNAVINST 3440.17A* and Government Emergency Management, Antiterrorism and/or Continuity of Operations Plans. Contractor personnel shall comply with all Government Emergency Management, Antiterrorism and/or Continuity of Operations Plans and directives. Contractor personnel shall not report for work at Government facilities upon declaration of Force Protection Condition CHARLIE or in any event or emergency where Government officials direct curtailment of operations to "Mission Essential Only." All Contractor personnel assigned to a Government facility shall complete annual Antiterrorism (Level One) and Active Shooter training.

3.2.7 Handling of COMSEC. The Contractor may be required by the TO to provide support and assistance for COMSEC requirements analysis and the development of supporting documentation. Applicable guidance and direction for COMSEC requirement(s) shall be defined in the TO.

3.2.8 IA Training. The Contractor shall complete and document annual IA training IAW IA Training, Certification, and Workforce Management, *DoDD 8570.01*. The Contractor shall provide status documentation within one (1) working day when requested by the Government.

3.2.9 Contractor Owned Contractor Operated (CO/CO) Systems Processing Government Information. The Contractor shall ensure that CO/CO Networks and Information Systems that process, store, display, manipulate, or transmit Unclassified Government Program data comply with the protective measures IAW *DoD Directive Type*

Memorandum (DTM) 08-027, Security of Unclassified DoD Information on Non-DoD Information Systems. Contractor owned information systems that process, store, display, manipulate, or transmit CLASSIFIED Government information shall be Certified and Accredited by the appropriate Designated Approving Authority, Defense Security Service (DAA DSS).

3.2.10 Email Transmission of CUI. The Contractor shall ensure that when transmitting CUI, over non-secure e-mail (e.g. not connected to the NMCI network through Broadband Unclassified Remote Access System / Virtual Private Network(VPN)), those transmissions are encrypted using *DoD PKI IAW Public Key Infrastructure and Public Key Enabling, DoDI 8520.2*.

3.2.11 IA and IT Workforce. The Contractor shall ensure that IA and IT personnel are properly trained and certified in compliance with *DoD 8570.01-M, Information Assurance Workforce Improvement Program, and DoD 8140.01, Cyberspace Workforce Management*.

3.2.12 Non-Disclosure Agreements: In performance of the contract, the Contractor may have access to non-public proprietary information. If the Government determines that the Contractor will have access to non-public proprietary information, then the Contractor shall require that any employee performing services under this contract sign a Non-Disclosure Agreement (NDA). The NDA shall acknowledge the Contractor and employees' duties and promise to comply with those obligations. A copy of the executed NDA shall be provided to the PCO and Government COR for every person on the contract.

3.2.13 Disclosure of Information: Contractor employees shall not discuss nor disclose any information to which they are exposed during the execution of tasks to parties other than the originator of the information, authorized Government investigative personnel, the Contracting Officer, or COR personnel. Improper disclosure of sensitive information may be grounds for removal of Contractor personnel.

3.3 Specific requirements. The Contractor shall provide project management; hardware and software development; design; integration (rapid design incidental to the installation, customization of installation components, fabrication of components incidental to the installation, procurement of incidental materials, installation verification testing and certification, maintenance and logistics incidental to installation and grooms); installation; testing; and maintenance services required by each individual TO pursuant to the requirements specified herein.

3.3.1 General scientific engineering. (CLIN 0001 and 0004)

3.3.1.1 Requirements definition and analysis and concept design.

3.3.1.1.1 The Contractor shall support development, documentation, revisions, updates, and analysis of requirements such as operational, functional, and performance requirements.

3.3.1.1.2 The Contractor shall support development, documentation, revisions, updates, and analysis of concept design documentation, including, but not limited to, technical decomposition of missions; mission analysis; Concept of Operations (CONOPS); Concept of Employment (CONEMPS); Requirements, Concept Definitions, and Tactics, Techniques, and Procedures (TTP) analysis.

3.3.1.1.3 The Contractor shall assist in the preparation of functional allocations among hardware, software, and firmware components, consistent with an integrated system design.

3.3.1.1.4 The Contractor shall assist in the coordination, development, and delivery of Interface Control Documents (ICDs) defining the requirements among the system segment(s).

3.3.1.2 Specification support.

3.3.1.2.1 The Contractor shall assist in the documentation of technical specifications using *MIL-STD-961E* as a guide.

3.3.1.2.2 The Contractor shall assist with conducting specification reviews or preparation.

3.3.1.3 Emerging technologies.

3.3.1.3.1 The Contractor shall support research, evaluation, and assessing current and emerging technologies that may have an application to TO project architectures.

3.3.1.3.2 The Contractor shall support evaluating emerging technology potential for improving the developed approaches including technical maturity, reliability, and suitability.

3.3.1.3.3 The Contractor shall assist with determining the availability of potential vendors and suppliers for emerging technologies.

3.3.1.3.4 The Contractor shall support evaluating science and technology payloads and concepts.

3.3.1.3.5 The Contractor shall support development or reviews and assist with refining, or critiquing Technology Readiness Assessments (TRAs) and Technology Maturity Assessments (TMAs).

3.3.1.4 Studies, analyses, and simulations.

3.3.1.4.1 The Contractor shall assist with studies, analyses, and simulations that demonstrate system compliance with the requirements and CONOPS.

3.3.1.4.2 The Contractor shall assist in the analyses and assessments of International Traffic in Arms Regulations (ITAR), ITAR releasability, and anti-tamper requirements.

3.3.1.5 Cyber security.

3.3.1.5.1 The Contractor shall assist with ensuring the information systems being utilized are operated, used, maintained, and disposed of IAW DoN Security policies and practices.

3.3.1.5.2 The Contractor shall support documenting system capability gaps in Cyber Security execution.

3.3.1.6 SE architecture.

3.3.1.6.1 The Contractor shall support development of DoD Architecture Framework (DoDAF) architecture analysis.

3.3.1.6.2 The contractor shall support SE planning and implementation, development of system engineering plans and artifacts, and system and architecture optimization throughout the lifecycle of the projects.

3.3.1.7 Design and engineering support.

3.3.1.7.1 The Contractor shall assist with providing mechanical design and engineering to include aerodynamics; performance and dynamics analysis; static and dynamic structural analyses; and environmental analyses such as thermal, shock, and vibration analyses.

3.3.1.7.2 The Contractor shall assist with, but not limited to, providing electrical and electronics architectural design and engineering to include analog and digital circuit design analyses, electromagnetic modeling, computer networking, audio visual, digital signal processing, and Radio Frequency (RF) engineering.

3.3.1.7.3 The Contractor shall assist with, but not limited to, providing computer, software, and network design and engineering to include software programming, configuration development, server and operating system configuration, network architecture development, IT security design and implementation, and system tool and test equipment design.

3.3.1.7.4 The Contractor shall assist with, but not limited to, providing aerospace design and engineering to include air frame stress analysis, air structures engineering, aerodynamic analysis, and provide models and analysis to support flight safety

3.3.1.7.5 The Contractor shall support incorporation of state-of-the-art tools and technologies in system solutions to ensure a stable and supportable application over the system life cycle.

3.3.1.8 Software development.

3.3.1.8.1 The Contractor shall assist with analyzing requirements as well as support development of software IAW applicable coding standards such as *IEEE 12207*, Security Technical Implementation Guides (STIGs), and quality management systems.

3.3.1.8.2 The contractor shall assist with configuring, developing, and installing software code to support networking devices, computer systems, weapon systems, servers, and hardware components.

3.3.1.8.3 The Contractor shall assist with researching and developing software tools and applications applicable to the management and inventory control associated with Foreign Military Sales (FMS) case(s).

3.3.1.9 Software development documentation.

3.3.1.9.1 The Contractor shall support the Government in creating necessary software documentation including, but not limited to, system specification and design, interface requirements in addition to software Development.

3.3.1.9.2 The Contractor shall support the execution of software development documentation support IAW applicable *IEEE 12207* and *CMMI* guidelines.

3.3.1.10 Software development evaluation.

3.3.1.10.1 The Contractor shall assist with providing evaluations of developed software specifications, design, and source code.

3.3.1.10.2 The Contractor shall assist with identification, recommendation of corrective measures, and tracking software deficiencies to closure.

3.3.1.10.3 The Contractor shall support execution of Government approved corrective actions to resolve code problems and verify corrective action through regression testing.

3.3.1.11 Configuration Management (CM).

3.3.1.11.1 The Contractor shall assist with tracking and controlling changes in software and supporting data.

3.3.1.11.2 The Contractor shall assist with ensuring version control.

3.3.1.11.3 The Contractor shall assist with establishing and maintaining baselines.

3.3.1.11.4 The Contractor shall assist with the implementation of a change process.

3.3.1.11.5 The Contractor shall support configuration status accounting, configuration auditing, build management, process management, environment management, and defect tracking.

3.3.1.12 Cybersecurity, certification, and accreditation.

3.3.1.12.1 The Contractor shall assist with cybersecurity activities associated with the certification and accreditation of IT systems and the subsequent granting of an Authorization to Operate (ATO), Interim Authority To Test (IATT), and cyber vulnerability assessments including, but not limited to, defining the certification and accreditation requirements; preparation of required artifacts; implementation and validation of Cyber Security controls; performing corrective action(s); and coordination with the designated approving authority.

3.3.1.12.2 The Contractor shall support collaboration with external customers to identify any unique cybersecurity requirements and ensure activities and artifacts are compliant.

3.3.1.12.3 The Contractor shall assist with obtaining commercial certifications and authorizations for new or modified parts, subsystems, platforms, designs, equipment, or installations IAW TO defined standards.

3.3.1.13 Database support.

3.3.1.13.1 The Contractor shall assist with the creation and documentation of database specifications.

3.3.1.13.2 The Contractor shall support the development of database systems.

3.3.1.13.3 The Contractor shall support the development and implementation of processes and policies for cyber maintenance and systems administration.

3.3.1.13.4 The Contractor shall assist with conducting cyber maintenance and systems administration IAW processes and policies either developed by the Contractor or IAW TO requirements.

3.3.1.13.5 The Contractor shall support development and updates to user training materials and conduct training on developed software and database systems.

3.3.1.13.6 The Contractor shall assist with providing inputs, analyses, and recommendations regarding the development and/or improvements of database systems and/or maintenance of databases.

3.3.1.14 Prototyping.

3.3.1.14.1 The Contractor shall support rapid prototyping and demonstration services in support of mission requirements.

3.3.1.14.2 The Contractor shall assist with performing and providing conceptual models/drawings.

3.3.1.14.3 The Contractor shall support limited production and manufacturing of prototype items, systems, sub-systems, family of systems, and platforms.

3.3.1.14.4 The Contractor shall support fabrication and integration of prototypes for field experiments and operators' feedback.

3.3.1.14.5 The Contractor shall support spiral development of prototypes based on user feedback.

3.3.2 Integration, installation, and Test & Evaluation (T&E). (CLIN 0001 and 0004)

3.3.2.1 Site and equipment surveys.

3.3.2.1.1 The Contractor shall assist with pre-deployment site surveys to ensure that all necessary operational, personnel, and logistics needs are identified.

3.3.2.1.2 The Contractor shall assist with documenting site survey results and list any gaps in operational, personnel, and logistics needs.

3.3.2.2 Integration and installation.

3.3.2.2.1 The Contractor shall support the development, update, and maintenance of Installation Drawing Packages (IDPs).

3.3.2.2.2 The Contractor shall assist with developing plans to guide the integration/materialization of a system/modification, its installation at the customer's site, and the transition from legacy system/equipment to the new system/equipment.

3.3.2.2.3 The Contractor shall assist with design modifications, installations, integrations, and configuration control of any Contractor procured equipment and GFP.

3.3.2.2.4 The Contractor shall assist with modification, installation, integration, and configuring systems defined within TOs to meet mission requirements.

3.3.2.2.5 The Contractor shall support technical and engineering activities during the physical integration and assembly of system equipment, mounts, cabling, other hardware, and software at customer locations.

3.3.2.3 Verification testing.

3.3.2.3.1 The Contractor shall support verification and validation testing of new systems and modifications to existing systems IAW plans and procedures including, but not limited to, factory acceptance testing; equipment receipt; system and modification integration; system and modification installation; System Operations Verification Testing (SOVT); and customer acceptance.

3.3.2.3.2 The Contractor shall assist with verifying and validating the hardware and software meet and are traceable to the requirements and verifying that the system and modification integration and installation were completed IAW the system solution documentation.

3.3.2.4 Certification testing.

3.3.2.4.1 The Contractor shall assist with documentation for, conduct, participate in, and provide support for certifications and test events.

3.3.2.4.2 The Contractor shall support the development, revision, and delivery of production-level integration test plans and procedures.

3.3.2.4.3 The Contractor shall assist with technical orientation briefings.

3.3.2.5 Software testing.

3.3.2.5.1 The Contractor shall support the Government in creating and executing test cases, generating truth data, analyzing test case results, and providing recommendations on results. All work shall be performed according to the NAWCAD WOLF policies (provided within each TO) utilizing in-house software, as well as Commercial Off-The-Shelf (COTS) automated software testing tools.

3.3.3 Logistics support. (CLIN 0001 and 0004)

3.3.3.1 General logistics support.

3.3.3.1.1 The Contractor shall assist with monitoring SE activities and provide for integrated logistical planning and logistics support of systems.

3.3.3.1.2 The Contractor shall assist with conducting reliability, availability, and maintainability (RAM) assessments.

3.3.3.1.3 The Contractor shall assist with development, reviewing, and updating Technical Data Packages (TDPs) and related documentation.

3.3.3.1.4 The Contractor shall assist with and support software maintenance planning.

3.3.3.1.5 The Contractor shall assist with integrated logistics planning and analysis for new, existing, refurbished, and modified systems.

3.3.3.1.6 The Contractor shall assist with the development of a Supply Chain Operational Plan.

3.3.3.1.7 The Contractor shall assist with the development and maintenance of a Configuration Management Plan (CMP) IAW *NAVAIRINST 4130.1D*.

3.3.3.1.8 The Contractor shall assist with the development of manuals for products and systems which contain installation and troubleshooting procedures for systems at a System of Systems (SoS) level.

3.3.3.1.9 The Contractor shall assist with the development of Repair & Return (R&R) Programs in support of FMS in-country spare parts supply system.

3.3.3.1.10 The Contractor shall assist with the preparation and updates to country and system unique Material Fielding Plans (MFP), Depot Maintenance Support Plans (DMSP), Test Program Set Management Plans (TPSMP), and Technical Manuals Verification Plans (TMVP).

3.3.3.1.11 The Contractor shall assist with drafting plans that address all FMS case logistics requirements and provide cost-effective logistics support concepts.

3.3.3.2 Material and equipment procurement and control.

3.3.3.2.1 The Contractor shall assist with monitoring and controlling material and parts inventory and support timely delivery of material and parts needed to support operations identified in this SOW.

3.3.3.2.2 The Contractor shall use a Government computerized system, as defined within the TO, to determine inventory status and prepare all necessary documentation for procurement of those parts and materials not in inventory. Material control will also apply to test equipment and tool control.

3.3.3.2.3 The Contractor shall assist with coordination of acquisition of material, equipment, and other items such as incidental specialized parts, repair items, etc. which are necessary or integral on a non-recurring basis to the performance of technical and engineering services under this Contract.

3.3.3.2.4 The Contractor shall assist with maintaining a database for the FMS Weapon System transactions.

3.3.3.2.5 The Contractor shall assist with recording, storing, and maintaining FMS customer and U.S. Government files required to support the FMS cases.

3.3.3.2.6 The Contractor shall assist with material procurement, receiving, verification, tracking support, and associated documentation for hardware and software requirements.

3.3.3.3 Studies, analyses, and simulations.

3.3.3.3.1 The Contractor shall support reviews, assessments, and evaluations of logistics strategies, plans, service agreements, warranties, and other related artifacts and provide recommendations to address deficiencies when identified.

3.3.3.3.2 The Contractor shall assist with conducting performance-based supportability analyses on new and modified systems covering elements of RAM as they apply to the following: maintenance planning; supply support; support equipment; trend analysis; technical data; manpower and personnel; computer resources; training and training support; Packing, Handling, Shipping, & Transportation (PHS&T); facilities; and design influence.

3.3.3.3.3 The Contractor shall support analyses and assessments of the foreign countries' FMS case logistic maintenance concepts and practices.

3.3.3.3.4 The Contractor shall assist with Level Of Repair Analyses (LORAs).

3.3.3.3.5 The Contractor shall support assessments of logistics impacts due to obsolescence and improvements in addition to providing recommendations for logistics driven amendments.

3.3.3.3.6 The Contractor shall assist with analyses, inputs, and recommendations regarding the following logistical elements: supply requisition process(es) and total warehouse operations; record preparation, reports, and other documentation related to equipment in storage; identification and resolution of problems regarding supply problem area; usage and stock levels of repair parts; tracking of inventory of items and receipt; storage and issuance of parts; annual inventories; physical inventory process and research for lost supply items; training and training devices for foreign national military training at Continental United States (CONUS) locations; training and interface between foreign liaison officers and the U.S. Government; FMS case packaging, handling, and storage determination and processing including classified and hazardous equipment and material; resolution of unanticipated problems in shipping and item failures; FMS transportation and transportability plans; FMS case logistics support concepts facilities requirements (to insure support facilities are available concurrent with FMS assets fielding); formulation and revision of any logistics provisions in draft international agreements; FMS contingency support for deployment activities, hostile activities, increased consumption, extended operational periods, and extended supply lines; FMS field reports and equipment improvement reports; system technical publications purchased as part of the FMS case(s); and FMS case(s) direct sale or leasing, or US assets requirements in comparison to system ILS planning in light of country infrastructure and military system capabilities.

3.3.3.3.7 The Contractor shall support analyses of country purchased support equipment; test, measurement, and diagnostic equipment; Test Program Sets (TPS); and Automated Test Equipment (ATE).

3.3.3.3.8 The Contractor shall support analyses of TPS and ATE software changes and other factors effecting the life cycle management of the FMS countries.

3.3.3.3.9 The Contractor shall assist with analyzing the impact of Engineering Change Proposals (ECPs) on supply stock level assessment, depot impacts, operational software impacts, and training program changes.

3.3.3.3.10 The Contractor shall assist with the development of O&S FMS comparisons between U.S. and allied nations and development of concepts associated with common logistics support programs for multi-nations.

3.3.3.3.11 The Contractor shall assist with the development and maintenance of inventory levels list(s) that identifies spare parts and consumables, and shall monitor and provision the appropriate spare part inventory levels for all assigned systems.

3.3.3.3.12 The Contractor shall support reviews of available component performance characteristics and identify suitable equipment.

3.3.3.4 Training.

3.3.3.4.1 The Contractor shall assist in identify training requirements and obtain, develop, evaluate, or update training programs, plans, manuals, or other training documentation for platforms, systems, subsystems, or critical items.

3.3.3.4.2 The Contractor shall assist in transitions, updates, and support development of future training system curriculum.

3.3.3.4.3 The Contractor shall assist with identify and coordinating vendor training on new equipment.

3.3.3.4.4 The Contractor shall assist with conducting training such as operational and other types of field training for Government personnel, system end users, or foreign national personnel.

3.3.3.5 Inspections.

3.3.3.5.1 The Contractor shall support on-site port inspections in support of hardware fielding and conduct physical configuration audits.

3.3.3.5.2 The Contractor shall assist with documenting results of on-site port inspections.

3.3.3.6 PHS&T and warehousing.

3.3.3.6.1 The Contractor shall assist with providing recommendations regarding integrated packaging strategies to effectively house and transport systems.

3.3.3.6.2 The Contractor shall support the evaluation of transportation modes and networks; assess container requirements; and draft supporting transportation documentation to include Class V items transported to the FMS country.

3.3.3.6.3 The Contractor shall support the Government in providing recommendations for warehouse operations; new or modified construction; assistance with facilities set-up; and establishment of facilities for cost-effective operations for Government managed assets.

3.3.4 Operational and maintenance support. (CLIN 0001 and 0004)

3.3.4.1 In-service engineering support.

3.3.4.1.1 The Contractor shall assist with providing technical and maintenance expertise to resolve technical and operational issues and failures associated with systems and equipment in response to customer and user requests.

3.3.4.1.2 The Contractor shall assist in responding to emerging issues and problems as they occur and minimize any adverse effects on the operational readiness of system(s) supported.

3.3.4.1.3 The Contractor shall support establishing and maintaining the ability to ship items via FedEx (or comparable), which may require same day or immediate shipping based on the requirements in the TO.

3.3.4.1.4 The Contractor shall assist with the evaluation of performance data from field operations to identify high failure rate items.

3.3.4.1.5 The Contractor shall assist with the development of an Operations Solutions and Maintenance Plan to manage high failure rate items and reduce the impact on operations, maintenance and logistics of system(s).

3.3.4.1.6 The Contractor shall assist with the development of a Maintenance Plan (MP), an Operator's Manual (OM), and a System Administration Manual (SAM).

3.3.4.2 Equipment CM.

3.3.4.2.1 The Contractor shall support reviews of all existing ancillary equipment and determine the condition for all equipment at the start of the Contract.

3.3.4.2.2 The Contractor shall assist with defining a repair and maintenance schedule for all inventoried equipment.

3.3.4.2.3 The Contractor shall assist with performing ancillary equipment repair services.

3.3.4.2.4 The Contractor shall assist with the evaluation and documentation the equipment condition, determine extent of damage, and provide replacement parts based on maintenance requirements or equipment malfunction.

3.3.4.2.5 The Contractor shall assist with the repair or replacement of parts of the systems or subsystems and track warranty returns.

3.3.5 Technical project management. (CLIN 0001)

3.3.5.1 General technical project management.

3.3.5.1.1 The Contractor shall assist with performing technical project management activities including, but not limited to, the tracking, documentation, and communication of requirements, cost, schedule, risks, and technical performance.

3.3.5.1.2 The Contractor shall assist with reviewing hardware, automated systems, operations, facilities, and management documents for compliance with the project-established standards and plans.

3.3.5.2 Technical meeting support.

3.3.5.2.1 The Contractor shall support technical interchange meetings, discussions, and similar forums with the NAWCAD WOLF and external stakeholders, Subject Matter Experts (SMEs), sponsors, and users.

3.3.5.2.2 The Contractor shall support reviews and meetings when requested including preparing technical and design briefs and other artifacts, as well as track, monitor, and close out actions resulting from meetings.

3.3.5.3 Technical documentation support.

3.3.5.3.1 The Contractor shall assist with the preparation, review, update, and maintenance of technical documentation associated with the functional areas in this SOW, such as System Engineering Plans (SEPs).

3.3.5.3.2 The Contractor shall assist with technical, production, and electronic record keeping services to support the writing, editing, distribution, and maintenance of technical documents.

3.3.5.3.3 The Contractor shall assist with drafting briefings and other information in the FMS country's native language.

3.3.6 Flight operations. (CLINs 0002, 0003, and 0004)

3.3.6.1 Pilots and Sensor Operators. The Contractor shall provide pilots and sensor operators as required to safely operate the CO/CO and Government Owned/Contractor Operated (GO/CO) aircraft and meet the required Operational Tempo (OPTEMPO) per the TO. In addition, pilots must abide by all the requirements of the *FAA 14 CFR* and the *8210.1C change 1*; in theatre Commander's operational requirements; and any other requirements designated by the host nation.

3.3.6.2 Government Personnel on flights. Contractor shall make provisions for possible U.S. Government personnel on flights as requested. All U.S. Government personnel will be authorized by the assigned Government Flight Representative (GFR).

3.3.6.3 Airworthiness certification.

Contractor support for flight operations will consist of providing CO/CO and GO/CO air vehicles and or pilots as described per TO in support of technology insertions, technology demonstrations, engineering evaluations, feasibility assessments, supporting urgent needs, operational demonstrations, and operational suitability studies. These operations are not intended to replace existing military test and operational squadrons but will rather augment providing engineering development services or support limited operational demonstrations until technology can be fully transitioned to program office or COCOM support.

All aircraft used under this Contract shall possess a Standard or Restricted FAA airworthiness certificate, and also be approved under the *NAVAIR Flight Clearance Procedures, 4.0P* as accepted by NAVAIR. Due to the nature of some Military Equipment/Requirements a standard FAA airworthiness certificate may be authorized or allowed. A copy of the airworthiness certificates shall be available for inspection. Airworthiness directives must be complied within the prescribed time frame, and service bulletins must be evaluated for applicable action.

3.3.6.3.1 Each FAA Certified aircraft used in performance of this Contract shall comply with its FAA Airworthiness Certificate. In the event that the performance requirements of this Contract conflict with one or more provisions of the FAA certificate (operations, maintenance, configuration, usage, etc.), the Contractor shall submit a waiver requesting relief from those contractual provisions. The Contractor shall not begin flights conducted as "Public Aircraft Operation" or the equivalent for aircraft operating Outside CONUS (OCONUS) that are in conflict with the aircraft's FAA airworthiness certificate without approval in writing by the GFR.

3.3.6.3.2 All major alterations incorporated shall have sufficient data to determine that the equipment or provisions for the equipment meet the applicable civil, OEM, or military standards for the type of aircraft concerned. The modifications may also be approved under the *NAVAIR Flight Clearance Procedures, 4.0P* as accepted by NAVAIR. If this data references FAA regulations as the standard, then provide FAA Form 8110-3 forms signed by FAA Designated Engineering Representatives (DERs) approving that data, or Supplemental Type Certificate (STC). Major alterations to aircraft with Restricted and Standard Airworthiness Certificates shall have been certified as airworthy and properly documented using FAA Form 337 signed in blocks 6 (Conformity) and 7 (Return to Service) by persons authorized under *14 CFR 43*, and citing FAA Approval Data in block 8. Unless directed otherwise by the Government, the Contractor shall remove any major alteration incorporated that were not certified as airworthy by an appropriately rated FAA certified mechanic or repair station. Any modifications or alterations performed on the aircraft, which does not require FAA approval due to the nature of the Government requirement, may also obtain approval from NAVAIR 4.0P. Any major aircraft alterations (as defined in *14 CFR*) performed, including alterations directed by the Government, shall be certified as airworthy and properly documented using FAA Form 337 signed in blocks 6 (Conformity) and 7 (Return to Service) by persons authorized under *14 CFR 43*, and citing the FAA Approved Data (defined in *FAA Order 8900.1*)

in block 8 and an accompanying aircraft maintenance record entry. This applies to all aspects of the aircraft alteration to include electrical modifications, mechanical modifications, tie-downs, and antennas.

3.3.6.3.3 For aircraft with Restricted and Standard Certificates, the Contractor shall secure FAA approval for each change to the configuration that is not defined in the aircraft's Type Certificate, before the change is used in support of this Contract. For each such modification, whether internal or related to the carriage of external stores, the Contractor shall secure and make available for review, valid FAA approved data. It is recognized that some modifications relate to powered systems that the FAA will certify for captive carriage only. In such cases, the Contractor shall not operate the system without having first obtained NAVAIR approval. NAVAIR may perform Electromagnetic Environmental Effects Safety of Flight Testing (E3 SOFT) and other tests before granting that approval.

3.3.6.3.4 NAVAIR intends to issue an Interim Flight Clearance (IFC) to aircraft under this Contract. In support of the IFC process, the Contractor shall make available for Government review records documenting the airworthiness of the aircraft and aircraft modifications, including, but not limited to, Statements of Compliance With Airworthiness Standards (FAA form 8110-3); Major Repair and Alteration records (FAA form 337); Flight Manuals and Flight Manual Supplements; Instructions for Continuing Airworthiness; Supplemental TYPE Certificates; etc. Additionally, in support of the IFC, the Government may subject one (1) or more aircraft with mission equipment to an E3 SOFT. In this event, the Government will notify the Contractor to schedule a mutually convenient location and date for the E3 SOFT. The Contractor shall submit the Airworthiness-Related Substantiation Data supporting the IFC process IAW CDRL requirements of the TO. The Contractor shall support a Safe for Flight assessment by NAVAIRSYSCOM and provide access or copies of contractor's maintenance and flight safety practices and procedures.

3.3.6.3.5 The Contractor shall establish and implement policies and procedures, including appropriate guidance related to Ground and Flight Procedures. Cooperative interaction and response to the assigned GFR and any Aviation Maintenance Management Team (AMMT) or other NAVAIR oversight inspections, critiques, or comments must be demonstrated.

3.3.6.3.6 The Contractor shall provide support infrastructure, including facilities, equipment, parts, and qualified personnel. The support infrastructure must be demonstrated at the operator's primary facility and detachment sites.

3.3.6.3.7 The Contractor supporting Public Aircraft Operations (PAO) shall hire and train the number of employees required to safely maintain the company aircraft and support the scope of the maintenance operations both at home station (the company's primary facility) and detachment locations. These personnel must ensure that all maintenance tasks, including required inspections and airworthiness directives, are performed; that maintenance actions are properly documented; and that the discrepancies identified between inspections are corrected.

3.3.6.3.8 The Contractor shall notify the GFR of, and make available for review, the results of any FAA inspection or review of the Contractor's operations or any action taken by the FAA against the Contractor. The notification shall be within ten (10) working days of the Contractor's receipt of such documents.

3.3.6.3.9 In addition to GFR reviews, at a minimum every two (2) years, a NAVAIR Aircraft Maintenance Management Team under the direction of the Aircraft Controlling Custodian Office will provide an outside evaluation of the Contractor and the GFR to assess the overall risks associated with the Contract.

3.3.6.3.10 In the event that a potential hazard is identified associated with the operation or a material issue associated with the aircraft, the GFR may notify the Contractor that the Government desires contractor assistance in investigating the hazard and mitigating risks associated with potential future exposure. If this hazard is associated with the material condition or the function of a component on the aircraft, an investigation of that component may be deemed necessary.

3.3.6.3.11 The Contractor shall remove all GFP systems, cabling, attached hardware, and workstations from the aircraft and return all GFP to the Government within thirty (30) days after the end date of the Contract IAW FAR 52.245-1. The location at which the inspection and acceptance for equipment and/or data shall take place will be determined by the Government.

3.4 Personnel Qualifications.

3.4.1 The Contractor shall be responsible for employing personnel having at least the minimum level of education and training; experience; technical expertise; and security clearance as stated under each labor category specified within the TO.

3.4.2 Key Personnel are those who will be performing in Key Labor Categories as specified in the TO. Anticipated Key Labor Categories will be defined within each TO.

3.4.3 College degree. All degrees shall be obtained from an “accredited college or university” as recognized by the U.S. Department of Education (ED). This includes Associate’s, Bachelor’s, Master’s, or Doctoral degrees.

3.4.4 Degree majors. If a specific field is required, the field is specified under the applicable labor category.

3.4.4.1 Engineering. When used in relation to educational or work experience requirements, “engineering” shall mean any of the following specific subjects, disciplines, or areas of work experience only: Aerospace, Civil, Computer, Electrical, Electronics, Industrial, Information Systems, Mechanical, Systems, or Nuclear Engineering.

3.4.4.2 Technical discipline. When used in relation to educational or work experience requirements and not accompanied with specific degree field(s), “technical discipline” shall mean a degree in the field of or sub-discipline of Computer Science, Computer Engineering, Information Technology, Physics, or Mathematics.

3.4.4.3 Logistics Discipline. When used in relation to education or work experience requirements and not accompanied with a specific degree field(s), “logistics discipline” shall mean a degree in the field of Logistics.

3.4.4.4 Business discipline. When used in relation to educational or work experience requirements and not accompanied with a specific degree field(s), “business discipline” shall mean a degree in the field of or sub-discipline of Accounting, Business, Economics, Finance, or Management.

3.4.5 Technical certification training. If specific certification or training is required, the certification or training requirement is specified under the applicable labor category.

3.4.6 Active or Current Certification: Individuals must be able to demonstrate that they possess a valid certification, per vendor re-certification standards, at the time of TO award, if the position requires a certification.

3.4.7 Professional employee experience and education level definitions.

3.4.7.1 Junior. A Junior labor category has less than three (3) years’ experience and a Bachelor of Arts (BA)/Bachelor of Science (BS) degree. A Junior labor category is responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior positions.

3.4.7.2 Journeyman. A Journeyman labor category has three (3) to ten (10) years of experience and a BA/BS degree. A Journeyman labor category typically performs all functional duties independently.

3.4.7.3 Senior. A Senior labor category has over ten (10) years of experience and a Masters of Arts (MA)/Masters of Science (MS) degree. A Senior labor category typically works on high-visibility or mission critical aspects of a given program and performs all functional duties independently. A Senior labor category may oversee the efforts of less senior staff and/or be responsible for the efforts of all staff assigned to a specific job. Of the minimum ten (10) years of required experience, at least five (5) years of experience must be directly related to the DoD.

3.4.7.4 Qualification substitutions. The following qualification substitution chart provides standard experience/education substitutions for all labor categories (except those noted in SOW Paragraph 3.4.7.5).

Bachelor’s Degree	Six (6) years of relevant work experience in addition to the work experience described in the LCAT may be substituted for a Bachelor’s Degree.	Associate’s Degree plus four (4) years of relevant work experience in addition to the work experience described in the LCAT may be substituted for a Bachelor’s Degree.
Master’s Degree	Bachelor’s Degree plus four (4) years of relevant work experience in addition to the work experience described in the LCAT may be substituted for a Master’s Degree.	

3.4.7.5 Exceptions to Substitution Chart: For the below labor categories, a bachelor’s degree is required and the substitutions for a bachelor’s degree as stated in SOW Paragraph 3.4.7.4 are not allowable:

Labor Category	Level
Aerospace Engineer	Journeyman
Aerospace Engineer	Senior
Computer and Information Research Scientist	Senior
Computer and Information System Managers	Journeyman
Computer and Information System Managers	Senior
Computer Hardware Engineer	Journeyman
Computer Network Architects	Senior
Computer Network Support Specialists	Journeyman
Computer Network Support Specialists	Senior
Computer Systems Analyst (Professional)	Journeyman
Computer Systems Analyst (Professional)	Senior
Computer User Support Specialist	Journeyman
Database Administrator	Junior
Database Administrator	Journeyman
Electrical Engineer	Junior
Electrical Engineer	Journeyman
Electrical Engineer	Senior
Electrical Engineer	Senior
Financial and Investment Analyst	Journeyman
Information Security Analyst	Journeyman
Information Security Analyst	Senior
Logistician	Journeyman
Logistician	Senior
Mechanical Engineer	Junior
Mechanical Engineer	Journeyman
Mechanical Engineer	Senior
Network and Computer Systems Administrators	Journeyman
Operations Research Analyst	Journeyman
Operations Research Analyst	Senior
Management Analyst (Program Manager)	Senior
General and Operations Manager (Project Manager)	Journeyman
Management Analyst	Journeyman
Management Analyst	Senior
Software Developer (applications)	Journeyman
Software Developer (applications)	Senior
Computer Programmer (Software Developer and Programmer)	Senior
Software Developers (Systems Software)	Journeyman

For these labor categories, an Associate's degree may not be substituted for a Bachelor's degree. In addition, work experience may not be substituted for a Bachelor's degree. Work experience may be substituted for a Master's degree. However, if using a substitution for a Master's degree, the Bachelor's degree must be in the field required by the labor category qualification.

3.4.7.6 Academic year. A full or complete year of study at an accredited junior college, college, university, or other academic institution toward which at least thirty (30) semester hours or forty-five (45) quarter hours of undergraduate study, or eighteen (18) semester hours or twenty-seven (27) quarter hours of postgraduate study, were completed.

3.4.8 Accredited institution. An accredited institution means post-secondary educational institution (junior college, college, university, technical trade, or professional school) which was approved by an accrediting agency listed as nationally recognized by the ED.

3.4.9 Experience and years of experience. Years of experience means full, productive years of participation. Productive years mean fifty-two (52) weeks of work reduced by reasonable amounts of time for holidays, annual and sick leave. If participation was part-time, or if less than one-half (0.5) of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be accumulated to arrive at full years of experience.

3.4.10 Postgraduate degree. Postgraduate degree means a Master's, Doctorate, or other professional degree for which completion of an undergraduate curriculum for receipt of a bachelor's degree was a prerequisite.

3.4.11 Related field. Related field means a field of study with a similar curriculum of study but is referenced by a different name.

3.4.12 Technical rating. Technical rating means completion of a U.S. Navy electronic technology related B or C school for Cryptologic Technician Technical (CTT), Electronic Technician (ET), Electronic Warfare Technician (EW), Fire Controlman (FC) or Information Systems Technician (IT) or the equivalent from another branch of service.

Specialized/Recent experience. The specialized/recent experience included as part of the required qualifications shall have been obtained in the field of endeavor indicated by the applicable labor categories listed below. The experience indicated in the following labor categories must have been performed during the past five (5) years. In cases requiring experience of more than five (5) years, at least five (5) years of the total experience must be within the past five (5) years.

3.4.13 Professional services labor qualifications. The following lists the minimum labor category education and experience requirements, Bureau of Labor Statistics (BLS) Standard Occupational Classification (SOC) Code and the functional descriptions for each labor category:

Labor Category	Level	BLS SOC Code	Degree Requirement
Aerospace Engineer	Journeyman	17-2011	Engineering
Aerospace Engineer	Senior	17-2011	Engineering
Avionics Technician	Journeyman	49-2091	Any discipline
Avionics Technician	Junior	49-2091	Any discipline
Business Operations Specialist (Operations Security Analyst)	Journeyman	13-1199	Any discipline
Computer and Information Research Scientist	Junior	15-1221	Engineering, computer science, or related fields
Computer and Information Research Scientist	Senior	15-1221	Engineering, computer science, or related fields
Computer and Information System Managers	Junior	11-3021	Engineering, computer science, or related fields
Computer and Information System Managers	Journeyman	11-3021	Engineering, computer science, or related fields
Computer and Information System Managers	Senior	11-3021	Engineering, computer science, or related fields
Commercial Pilot	Senior	53-2012	Any degree area is acceptable
Computer Hardware Engineer	Journeyman	17-2061	Engineering, computer science, or related fields
Computer Network Architects	Senior	15-1241	Engineering, computer science, or related fields
Computer Network Support Specialists	Junior	15-1231	Engineering, computer science, or related fields
Computer Network Support Specialists	Journeyman	15-1231	Engineering, computer science, or related fields
Computer Network Support Specialists	Senior	15-1231	Engineering, computer science, or related fields
Computer Systems Analyst (Professional)	Junior	15-1211	Engineering, computer science, or related fields
Computer Systems Analyst (Professional)	Journeyman	15-1211	Engineering, computer science, or related fields
Computer Systems Analyst (Professional)	Senior	15-1211	Engineering, computer science, or related fields
Computer User Support Specialist	Junior	15-1232	Engineering, computer science, or related fields
Computer User Support Specialist	Journeyman	15-1232	Engineering, computer science, or related fields
Database Administrator	Junior	15-1242	Computer science, information systems, information technology, or related fields
Database Administrator	Journeyman	15-1242	Computer science, information systems, information technology, or related fields
Electrical Engineer	Junior	17-2071	Engineering
Electrical Engineer	Journeyman	17-2071	Engineering
Electrical Engineer	Senior	17-2071	Engineering

Labor Category	Level	BLS SOC Code	Degree Requirement
Financial and Investment Analyst	Journeyman	13-2051	Business discipline
First Line Supervisor of Aircrew Members	Senior	55-2011	Any discipline
Information Security Analyst	Journeymen	15-1212	Computer science, information systems, information technology, or related fields
Information Security Analyst	Senior	15-1212	Computer science, information systems, information technology, or related fields
Logistician	Journeyman	13-1081	Logistics discipline
Logistician	Senior	13-1081	Logistics discipline
Mechanical Engineer	Junior	17-2141	Engineering
Mechanical Engineer	Journeyman	17-2141	Engineering
Mechanical Engineer	Senior	17-2141	Engineering
Network and Computer Systems Administrators	Journeyman	15-1244	Networking, computer information systems, or related fields
Operations Research Analyst	Journeyman	15-2031	Business, operations research, management, science, analytics, mathematics, engineering, computer science, or related fields
Operations Research Analyst	Senior	15-2031	Business, operations research, management, science, analytics, mathematics, engineering, computer science, or related fields
Management Analyst (Program Manager)	Senior	13-1111	Engineering, computer science, Business, or related fields
General and Operations Manager (Project Manager)	Journeyman	11-1021	Business discipline or Engineering
Management Analyst	Junior	13-1111	Business discipline or related fields
Management Analyst	Journeyman	13-1111	Business discipline or related fields
Management Analyst	Senior	13-1111	Business discipline or related fields
Software Developer (applications)	Journeyman	15-1252	Computer science, software engineering, or a related fields
Software Developer (applications)	Senior	15-1252	Computer science, software engineering, or a related fields
Computer Programmer (Software Developer and Programmer)	Junior	15-1251	Computer science, software engineering, or a related fields
Computer Programmer (Software Developer and Programmer)	Senior	15-1251	Computer science, software engineering, or a related fields
Software Developers (Systems Software)	Journeyman	15-1252	Computer science, software engineering, or a related fields
Editor	Journeyman	27-3041	Business discipline or related fields

3.4.14 Functional Descriptions for labor categories in the table above shall be as described by the Bureau of Labor Statistics (BLS) 2018 Standard Occupational Classification (SOC) System unless otherwise noted below.

3.4.14.1 Avionics Technician, Journeyman, BLS SOC Code 49-2091

Function: Install, inspect, test, adjust, or repair avionics equipment, such as radar, radio, navigation, and missile control systems in aircraft or space vehicles. Applies professional technical expertise and guidance to solve complex problems by interpreting technical data such as blueprints or manufactures' manuals. Thoroughly comprehends aircraft mechanical component troubleshooting and repair procedures; replacement of components, aircraft sheet metal and structural modification and repair; and the ability to determine functionality of non-complex electrical systems. Has a detailed knowledge of aircraft unique tools such as test equipment, torque wrenches, dial indicators, micrometers, cable tensiometers, sheet metal brakes and sheers, etc. Possesses the experience and ability to provide technical support to structural and mechanical engineers. Possesses excellent organizational skills in prioritizing workload to meet aircraft delivery schedule. Makes entries in aircraft logs and records. Provides guidance and technical expertise to lower level technicians throughout all aircraft modifications and maintenance efforts.

Required experience: Of the minimum three (3) to ten (10) years of required experience, no specific field of experience is required other than what is identified in the function description above.

Required education: Bachelor's degree in any discipline.

3.4.14.2 Avionics Technician, Junior, BLS SOC Code 49-2091

Function: Install, inspect, test, adjust, or repair avionics equipment, such as radar, radio, navigation, and missile control systems in aircraft or space vehicles. Assists in towing and jacking aircraft, and disconnects instruments, ignition systems, and fuel and oil lines. Assists in dismantling, repairing, overhauling or replacing parts and assemblies such as engines, plumbing and hydraulic systems, and aircraft structural sections. Performs routine duties such as furnishing materials, tools and supplies to mechanic; lifting and holding materials in place during operation; cleaning work areas and machines, tools and equipment; cleans aircraft, interior and exterior parts and assemblies with solvents or other cleaning solutions; inflates tires; fills gasoline tanks and oil reservoirs; and greases aircraft, using grease gun; and may assist flight line mechanic, worker, or servicer in servicing and repairing aircraft prior to flight.

Required experience: No specific field of experience other than what is identified in the function description above.

Required education: Bachelor's degree in any discipline.

3.4.14.3 Business Operations Specialist (Operations Security Analyst), Journeyman, BLS SOC Code 13-1199

Function: Applies knowledge of Operations Security (OPSEC) to develop, implement, and maintain the OPSEC Program to protect sensitive unclassified information, activities, equipment and material used or developed by the U.S. Government and industry. Develops OPSEC Surveys and Assessment Plans, as well as conducts and produces findings of assessments. Facilitates OPSEC training and awareness. Acts as the overall Operational Security lead, manager, and administrator for the contracted effort. Serves as the primary interface and point of contact with Government program authorities on technical and program or project issues pertaining to operational security. Oversees contractor execution of the contract OPSEC requirements. Manages acquisition and employment of OPSEC program or project resources. Monitors OPSEC requirements for government projects, platforms, and efforts.

Required education: Bachelor's degree in any discipline.

Required experience: Of the minimum three (3) to ten (10) years of required experience, no specific experience is required other than what is identified in the function description above.

3.4.14.4 Commercial Pilot, Senior, BLS SOC Code 53-2012.

Function: Pilot and navigate the flight of fixed-wing aircraft on nonscheduled air carrier routes, or helicopters. Requires Commercial Pilot certificate. Includes charter pilots with similar certification, and air ambulance and air tour pilots. Excludes regional, national, and international airline pilots. Provides flight test support to include assistance in test plan development, pre-flight planning, in-flight aircraft operations IAW test plan flight profile, and post-flight review and evaluations as required. Conduct planning and flight operations for post maintenance check flights. Support other related collateral tasks such as scheduling, and flight hour reporting. Reviews load weight, fuel supply, weather conditions, flight route, and schedule. Order changes in fuel supply, load, route, or schedule to insure safety of flight. Check gauges to verify that oil, hydraulic fluid, fuel quantities, and cabin pressure are at prescribed levels. Adheres to flight plan, regulations and procedures of Federal Government, company and airport.

Required Education: Master's degree in any discipline.

Required technical certification: Commercial Pilot certificate.

Required Experience: Of the minimum ten (10) years of required experience; shall also be qualified in mission, type, design, and if appropriate, series of aircraft. Additionally, must have at least one thousand (1,000) hours Pilot-in-Command (PIC) time. For fighter, attack, and trainer aircraft, the PIC time shall include on hundred (100) hours in the same aircraft type and design. The PIC time for other aircraft shall include three hundred (300) hours in a similar aircraft type as being flown.

3.4.14.5 Financial and Investment Analyst, Journeyman, BLS SOC Code 13-2051.

Function: Provide financial and accounting support to the activity's Accounting Department, Budget Department, Financial Systems Department, and Business Operations Department. Performs managerial and cost accounting, budgeting, funding execution, manpower management, workload, acquisition, document management, system support, and financial analyses to provide efficient allocation and effective utilization of financial resources. Makes

recommendations for improving operations, systems, and reporting. Utilizes Navy ERP to perform financial execution functions. Provides support with a variety of management activities, special projects, and data calls.

Required education: Bachelor's degree in a Business discipline.

Required experience: Of the minimum three (3) to ten (10) years of required experience, at least two (2) years must be directly related to DoN procurement policies and procedures. Experience with financial analysis of business programs, development of cost estimates, program status reports, and knowledge of DoD Federal Management Regulations (FMR), Federal Acquisition Regulation (FAR), and Planning, Programming, Budgeting, and Execution (PPBE) processes.

3.4.14.6 First Line Supervisor of Aircrew Members, Senior, BLS SOC Code 55-2011

Function: Supervise and coordinate the activities of air crew members. Supervisors may also perform the same activities as the workers they supervise. Develop and implement quality control, flight safety and ground safety programs to ensure compliance with contract specifications and airworthiness requirements as specified in this SOW/PWS. Ensure the overall airworthiness of the aviation program to include operation of the aircraft, Flight Operating Procedures, Pilot and Aircrew training and qualifications, Ground Operating Procedures, and Maintenance personnel training and qualifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Perform audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities.

Required experience: Of the minimum ten (10) years of required experience, at least ten (10) years of management experience within aviation programs to include oversight of aviation maintenance operation programs and flight operation programs, applying required regulations and instructions, such as Title 14 CFR or Applicable Military operational procedures and instructions. Must have experience and knowledge in FAA flight clearance processes and DoD airworthiness and flight clearance processes.

Required education: Master's degree in any discipline.

3.4.14.7 General and Operations Manager, Senior, BLS SOC Code 11-1021 (Program Manager)

Function: Acts as the overall lead, manager and administrator for the contracted effort. Serves as the primary interface and point of contact with Government program authorities on technical and program/project issues. Oversees contractor execution of the contract requirements. Manages acquisition and employment of program/project resources.

Required education: Master's degree in a Business discipline or MS degree in Engineering.

Required technical certification: An active Project Management Institute (PMI) Project Management Professional (PMP) certification or Defense Acquisition Workforce Improvement Act (DAWIA) Level III Program Management certification or equivalent.

Required experience: Additionally, experience must include at least five (5) years of management and supervisory experience.

3.4.14.8 Management Analyst (Program Manager), Senior, BLS SOC Code 13-1111.

Function: The PM shall act as the overall lead, manager, and administrator for the contracted effort. The PM shall direct efforts of cross-competency team(s), to include contractors at multiple locations, and serves as the primary interface and POC with Government program authorities and representatives on technical and project issues. The PM shall be responsible for regularly briefing senior leadership on program status and milestones. The PM shall oversee Contractor personnel project operations by developing procedures, planning, and directing execution of the contractual, technical, programming, maintenance, and administrative support effort, and monitoring and reporting progress. The PM shall manage acquisition and employment of project resources and control financial and administrative aspects of the project.

Required specialized experience: Eight (8) years of experience managing complex engineering TOs. Eight (8) years of experience prioritizing tasks among competing stakeholders. Eight (8) years of experience interfacing with COR/ACOR and senior leadership.

Desired technical certification: Project Management Professional (PMP) certification.

Desired experience: Eight (8) years of experience as a PM in a DoD environment.

3.4.14.9 Computer Network Architects, Senior, BLS SOC Code 15-1241.

Function: Serve as a team leader for the support of tasks that involve engineering development; integration and interface

design analysis; installation; integration; fielding and field analysis; operation; maintenance; and testing of hardware and software. Perform system-level design and configuration of products including determination of hardware, operating system, and other platform specifications to meet project requirements while maintaining interoperability with existing sponsor network(s). Plan large-scale systems projects through vendor comparison and trade/cost studies. Perform a variety of SE tasks and activities that are broad in nature and are concerned with major systems design, integration, and implementation. In addition, shall be called on to troubleshoot unique or complex problems.

Required technical certification: Certified Information Systems Security Professional (CISSP) Cisco Certified Network Professional (CCNP).

Required specialized experience: Ten (10) years of experience designing local, regional, WAN, and network systems and subsystems supporting voice, video, data, and imagery information. Five (5) years of experience leading teams to address complex projects.

Desired technical certification: Cisco Certified Internetwork Expert (CCIE) certification. Microsoft Certified Solutions Expert (MCSE) certification.

Desired specialized experience: Demonstrated experience writing and briefing senior leaders. Demonstrated experience with risk management. Working knowledge of DoD or another Government Agency's Cyber Security policy and guidelines. Experience working as a team member of a CSfC Certified Integrator.

3.4.14.10 Information Security Analyst, Senior, BLS SOC Code 15-1212.

Function: Serve as a team leader for support that involves the analysis of the Cyber Security posture of C5ISR systems in support of system certification and accreditation. This support includes analysis of networks/systems; development of secure networks/systems; and integration, testing, and maintenance of the networks/systems. Lead the development of system Cyber Security documentation to support certification of compliance to applicable standards including RMF, National Institute of Standards and Technology (NIST), *DoD IA Certification and Accreditation Process (DIACAP)*, *Director of Central Intelligence Directive (DCID) 6/9*, and *Intelligence Community Directive (ICD) 503*. Balance the competing requirements of Cyber Security policy against system usability and shall need to develop and defend solutions that adequately manage Cyber Security Risk while meeting overall system performance and interoperability requirements.

Required specialized experience: Five (5) years of direct experience with all phases of Cyber Security and accreditation processes for Top Secret or Top Secret/Sensitive Compartmented Information (SCI) networks. Experience leading teams of Cyber Security analysts to successfully complete the entire certification and accreditation process, receiving Authority to Operate (ATO) for four (4) unique new network implementations (not re-accreditations of existing networks) using the ICD 503, DIACAP, DITSCAP, NIST, or RMF processes. Five (5) years of experience maintaining systems accreditation documentation.

Desired specialized experience: Experience briefing senior leadership on Cyber Security issues. Has completed a project utilizing Enterprise Mission Assurance Support Service (eMASS) or eXacta Cyber Security Manager.

3.4.14.11 Electrical Engineer, Senior, BLS SOC Code 17-2071.

Function: Serve as a team leader for the support of tasks that involve the design, development, installation, integration, operational maintenance, and testing of baseband, RF, and electrical power and other systems. Perform system-level design and configuration of products including determination of hardware and other platform specifications to meet project requirements while maintaining interoperability with existing sponsor systems. Plan large-scale projects through contractor comparison and trade/cost studies. Perform a variety of electronics engineering tasks and activities that are broad in nature and are concerned with major systems design, integration, and implementation. Shall be called on to troubleshoot unique or complex problems.

Required specialized experience: A minimum of eight (8) years of experience leading teams of engineers for requirements similar to the TO.

Desired specialized experience: Experience with RF propagation modeling or antenna coverage modeling tools. Experience with circuit board design and layout. Experience with microcontroller or Field Programmable Gate Array (FPGA) programming. A minimum of two (2) years of experience briefing senior leaders. A minimum of two (2) years of experience with risk analysis as an electronics engineer.

3.4.15 Non-professional/Non-SCA Labor Qualifications:

Labor Category	BLS SOC Code	SCA Code
Aerospace Structural Welder	51-4121	23010
Air Crew Members/Mobile Equipment Operations Occupations	55-3011	31000

3.4.16 Functional Descriptions for labor categories in the table above shall be as described by the Bureau of Labor Statistics (BLS) 2018 Standard Occupational Classification (SOC) System unless otherwise noted below.

3.4.16.1 Aerospace Structural Welder, SCA Code 23010, BLS SOC Code 49-9071.

Performs fusion welding on aircraft and ground support equipment to a qualified Welding Procedures Specification (WPS). Performs structural fusion welding on aerospace parts and components per the requirements of specifications as prescribed by Engineering Drawings and Work Orders. Performs fusion welding and torch brazing for ground support equipment, ensuring the procedure is completed per the requirements of the national welding and brazing codes and specifications. Welds a wide variety of materials such as aluminum; magnesium; alloyed and low alloy steel; stainless steel; and nickel alloy steels. Determines the sequence of welding in order to prevent or reduce the amount of warp to the weld; designs and fabricates weld holding fixtures as necessary to perform individual welding projects; performs pre-heat and post weld stress relief operations; and maintains weld records. Performs duties as a Qualified Weld Inspector by inspecting own welds and those of less qualified welders. In addition may perform duties such as training and re-certification in the welding processes.

Required Experience: At least four (4) years' of experience performing the duties of the labor category as described in the functional description above.

Desired Experience: Experience with the type(s) of aircraft requiring welding.

3.4.16.2 Air Crew Members/Mobile Equipment Operations Occupations, SCA Code 31000, BLS SOC Code 55-3011.

Function: Perform in-flight duties to ensure the successful completion of combat, reconnaissance, transport, and search and rescue missions. Duties include operating aircraft communications and detection equipment, including establishing satellite linkages and jamming enemy communications capabilities; conducting preflight, in-flight, and post-flight inspections of onboard equipment; operating and maintaining aircraft weapons and defensive systems; operating and maintaining aircraft in-flight refueling systems; executing aircraft safety and emergency procedures; computing and verifying passenger, cargo, fuel, emergency, and special equipment weight and balance data; and conducting cargo and personnel drops.

This is a DoD designated Emergency Essential (EE) position responsible for providing Engineering Technical Services (ETS) at an assigned Permanent Duty Station (PDS). Frequent travel to and from temporary duty stations with the U.S. Navy fleet and at U.S. military shore activities anywhere in the world, including combat zones, is a critical function of this position.

Supports operations of each integrated system during testing. Operates the primary system and all related mission systems, for example tactical radios, data links, etc.

Sensor operators shall be required to have a current FAA medical clearance and will be required to satisfactorily complete additional training, as necessary. The Contractor shall assign operators to additional operations duties, such as conducting pre-mission briefings, mission planning, and mission debriefings, as required.

Required Experience: At least five (5) years of practical (hands-on) experience within the past seven (7) years. Experience should be in direct support of the systems and/or equipment defined in the position.

Desired Education: Navy "A" and/or "C" schools or service equivalent schools; accredited vocational education institutions; and/or OEM/Factory technical training programs related to the system(s)/equipment being supported.

Desired Experience: Two (2) years of the required experience should have been at or above the military E6 level or the non-military equivalent.

3.4.17 Services Contracting Act (SCA) Labor Qualifications: The following lists anticipated SCA labor categories required for this effort:

Labor Category	BLS SOC Code	SCA Code
Administrative Assistant	43-6011	01020
Aircraft Mechanics and Service Technician/Aircraft Mechanic I	49-3011	23021
Aircraft Mechanics and Service Technician/Aircraft Mechanic II	49-3011	23022
Aircraft Mechanics and Service Technician/Aircraft Mechanic III	49-3011	23023
Computer Programmer II	15-1251	14072
Computer Programmer IV	15-1251	14074
Computer Systems Analyst II	15-1211	14102
Drafter/CAD Operator I	17-3010	30061
Drafter/CAD Operator II	17-3010	30062
Drafter/CAD Operator III	17-3010	30063
Electronics Technician Maintenance III	17-3023	23183
Engineering Technicians III	17-3029	30083
Technical Instructor/Course Developer	11-3131	15095
Technical Writer II	27-3042	30462
Technical Writer III	27-3042	30463
Video Teleconference Technician/Audio and Video Equipment Technician	27-4011	13110
Word Processor II	43-9022	01612

3.4.18 Functional descriptions for labor categories in the table above shall be as described by the SCA.

Section D - Packaging and Marking

ADDITIONAL INFORMATION

Items 0001, 0002, 0003, and 0004 – Packaging and marking are not applicable to these items.

Item 0005 – Packaging and marking are not applicable to this item.

Items 0006, 0007, and 0008 – Packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

Item 0009 – The data to be furnished hereunder shall be packaged, packed, and marked IAW with NAVAIR clauses 5252.247-9507, 5252.247-9508, 5252.247-9514, and Exhibit A of the TOs.

CLAUSES INCORPORATED BY REFERENCE

252.225-7980 (Dev)	Contractor Personnel Performing in the United States Africa	JUN 2016
	Command Area of Responsibility. (DEVIATION 2016-00008)	
5252.247-9502	UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT	OCT 1994

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR)(OCT 2005)

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9508 PROHIBITION AND LIMITATIONS FOR PACKAGING MATERIALS
(NAVAIR) (AUG 2019)**

The use of loose fill materials, asbestos, excelsior, newspaper and shredded paper (all types) are prohibited. In addition, all Wood Packaging Materials (WPM) shall be heat treated or chemically treated in accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15:2009, "Regulation of Wood Packaging Material in International Trade."

5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR)(JUL 1998)

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

TBD at Task Order Award

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR)(OCT 2005)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129 and other applicable DoD regulations. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

- (1) FMS Case Number.
- (2) Part Number (with CAGE Code).
- (3) For - the organization/address the material is shipped to.
- (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
- (5) Project Code number.
- (6) Project Directive Line Item (PDLI) Number.
- (7) Requisition Serial Number (RSN).
- (8) Quantity.
- (9) From - the contractor's address shipped from.
- (10) Ship to - the shipping address provided in the contract.
- (11) Transportation Priority
- (12) Required Delivery Date

(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR)(SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9517 PACKAGING REQUIREMENTS FOR SHIPMENTS CONTAINING NON-MANUFACTURED WOOD PACKING MATERIALS (NAVAIR) (FEB 2002)

All non-manufactured, wooden pallets, reels, or containers shipped or used for shipment under this contract shall be heat treated and marked in accordance with the American Lumber Standards Committee, Incorporated Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations, both dated 30 May 2001.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9520 PRESERVATION, PACKAGING, AND PACKING (NAVAIR)(OCT 2005)

(a) The contractor shall preserve, pack and package items procured for system stock, overseas destinations or ships at sea, in accordance with the MIL-STD-2073-1 Level A requirements delineated in the schedule or elsewhere in the contract or order. If specific requirements are not included in the contract or order, the contractor shall preserve and package in accordance with previously approved level A requirements, within the technical parameters contained in MIL-STD-2073-1. Preservation and packing materials shall be fire retardant/non-combustible as prescribed in the specific packaging requirements in the contract or order, and to the maximum extent practicable.

(b) If the packaging materials specified in the contract or order are not fire retardant, and fire retardant varieties are included in commodity specifications for these materials, the contractor shall use fire retardant varieties. Fire retardant packaging materials are not required for items not used aboard ship. The use of plastic packaging materials is prohibited unless prescribed in specific packaging requirements in the contract or order, or unless required to adequately protect the item from damage.

(c) For items procured for installation/immediate use, the contractor shall preserve and package in accordance with the Level C requirements of MIL-STD-2073-1. Packing for shipment (i.e., shipping container) shall be in accordance with MIL-STD-2073-1, Level A, for overseas surface shipments that are not containerized and all deliveries to ships at sea; Level B for all remaining overseas shipments; Level C for domestic shipments of items consumed at first destination. Fire retardant materials are not required in packing (i.e., shipping container) operations. All units, intermediate and shipping containers, shall be marked in accordance with MIL-STD-129. The use of shredded paper, excelsior, polystyrene and other loose-fill materials as a cushion is prohibited in all packaging and packing operation.

(d) In accordance with 29 CFR, the contractor shall ensure that the following caution label is placed on all units, intermediate and shipping containers for all items containing asbestos in a form that can be inhaled:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM

(e) All items containing asbestos in a form that can be inhaled shall be packaged in sealed, impermeable bags or other impermeable containers, as required by 29 CFR.

NOTE TO SUPPLIERS: If the supplies to be furnished on this document require the asbestos caution label described above, the contractor shall notify the contract administrator indicated in the schedule prior to shipment.

Section E - Inspection and Acceptance

INSPECTION INFORMATION

Items 0001, 0002, 0003, and 0004 – The services to be furnished hereunder shall be inspected and accepted IAW the NAVAIR clause 5252.246-9512.

Item 0005 – The travel to be furnished hereunder shall be inspected and accepted in accordance with IAW the NAVAIR clause 5252.246-9512.

Items 0006, 0007, and 0008 – The Material to be furnished hereunder shall be inspected and accepted IAW the NAVAIR clause 5252.246-9512.

Item 0009 – The data to be furnished hereunder shall be inspected and accepted IAW the NAVAIR clause 5252.246-9512 and Exhibit A of the TOs.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR)(OCT 2005)

- (a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by **the individual designated at the TO level.**
- (b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled **Attachment 2 - Data Item Transmittal Form**. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

5252.246-9528 INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS)(NAVAIR) (OCT 2005)

- (a) Initial inspection of the supplies to be furnished hereunder shall be made by [identify who will perform inspection] at the contractor's or subcontractor's plant located at [insert address/location of plant where inspection will take place]. Final inspection and acceptance shall be made by [identify who will perform final inspection/acceptance] within [insert number of days in which final inspection/ acceptance will be made] after [insert beginning time for final inspection/acceptance].
- (b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out testing of the supplies.

TO BE COMPLETED AT TASK ORDER LEVEL

Section F - Deliveries or Performance

NOTES

CLINs 0001-0008 - The Period of Performance (PoP) identified below comprises the ordering period for this multiple award IDIQ contract. The PoP for each task order shall be identified in the individual task orders.

CLIN 0009 - The technical data shall be delivered in accordance with the applicable Task Order defined CDRL, DD Form 1423, Exhibit A of the TOs.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 28-DEC-2020 TO 27-DEC-2025	N/A	NAVAL AIR WARFARE CENTER AD-PAX-N3555A RECEIVING OFFICER BLDG 8115 17598 WEBSTER FIELD ROAD ST INIGOES MD 20684-4013 301-872-9503 FOB: Destination	
0002	POP 28-DEC-2020 TO 27-DEC-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0003	POP 28-DEC-2020 TO 27-DEC-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0004	POP 28-DEC-2020 TO 27-DEC-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0005	POP 28-DEC-2020 TO 27-DEC-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0006	POP 28-DEC-2020 TO 27-DEC-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0007	POP 28-DEC-2020 TO 27-DEC-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0008	POP 28-DEC-2020 TO 27-DEC-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0009	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS (AUG 2011)

(a) USFOR-A FRAGO 10-200. United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A.

(b) Information regarding the Defense Transportation System (DTS). For instructions on shipping commodity items via commercial means using DTS, see the following websites:

(1) Defense Transportation Regulation - Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf

(2) Defense Transportation Regulation - Part II 4 Cargo Movement - Cargo Routing and Movement: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf

(3) Defense Transportation Regulation - Part V - Department of Defense Customs and Border Clearance Policies and Procedures: http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf

(c) Responsibilities of the vendor carrier representative, shipping expeditor, and/or customs broker:

(1) Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expeditor, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

(2) Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expeditor should be directed to the carrier or shipping agent.

(3) Customs Required Documents: The carrier representative or shipping expeditor is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) Required Customs Documents: Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

(1) The U.S. Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

(2) Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

(a) An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

(b) Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

(c) Shipping Invoices.

(d) Packing Lists. Required only if the shipping invoice does not list the cargo.

(e) An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.

(f) A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.

(g) Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

(h) USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

(3) Exports: The following documentation is required for all export shipments:

(a) An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.

(b) Invoices.

(c) Packing Lists. Required only if the shipping invoice does not list the cargo.

(d) A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

(4) Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to "The Instruction for Customs Clearance Request (Import/Export) Operations." In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>

(e) Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3 at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR)(SEP 2013)

(a) The contract shall commence on award and shall continue for a period of 60 months. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If DFAR Clause 252.216-7006, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

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

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is \$1,000.00; the maximum quantity is the total contract value.

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

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

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

(1) PCO, Code **N/A (Delivery of CDRLs to PCO is not required.**

(2) ACO, Code **N/A (Delivery of CDRLs to PCO is not required.**

(3) COR, Code **TBD at Task Order Award**

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses

TBD at Task Order Award

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
5252.232-9510	PAYMENT OF FIXED FEE	OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

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

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

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

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

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

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

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

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC**	_____

Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

TO BE COMPLETED AT TIME OF AWARD

5252.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(SEP 2012)

(a) The Technical Point of Contact (TPOC) for this contract is: [insert name, code, mailing address, and telephone number]

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).

(c) The contractor may use this technical POC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquiries.

(d) The contractor shall immediately notify the Procuring Contracting Officer in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

TO BE COMPLETED AT TASK ORDER LEVEL (If applicable)

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)
(NAVAIR)(SEP 2012)**

(a) The Contracting Officer has designated [insert name, mailing address, code, and telephone number] as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities:[Insert functions, duties, and/or responsibilities of the COR].

(b) The effective period of the COR designation is [insert "the period of performance of this contract" OR "from _____ to _____."]

TO BE COMPLETED AT CONTRACT AWARD

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9529 INCURRED COST REPORTING AND PROGRESS REPORTING FOR SERVICES
(NAVAIR)(JUN 2014)**

The following applies to the prime contractor and all subcontractors. If desired, a subcontractor may directly submit the required documentation in accordance with contract CDRL [TBD at contract award]. When a

subcontractor submits directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly submitted to the Government.

(a) **General:** The contractor shall provide supporting documentation as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL [TBD at contract award]. This documentation shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice.

(b) **Incurred Costs:** For cost reimbursable service contracts and for cost reimbursable contract line items for or related to services, the contractor shall segregate costs incurred and utilize the data tables outlined in attachment [TBD at contract award] to provide the detail required below. The total of all cost elements below shall match the applicable invoiced amount(s). If a particular element is not applicable or there are no costs associated to a particular element, the tables shall state "Not Applicable." Documentation required herein that is not reported as part of the data tables shall be included as a separate attachment or otherwise made available for review in a location accessible to the Government with notification of this location provided to the Procuring Contracting Officer.

(1) **Summary:** An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs included in attachment [TBD at contract award].

(2) **Labor:** Incurred costs for labor shall be reported by completing the "Invoiced Labor" tab, and, if applicable, the "If Individuals>Hourly Tripwire" tab included in attachment [TBD at contract award]. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

(3) **Other Direct Costs (ODCs), including Travel and Material:** Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in attachment [TBD at contract award]. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be documented. For travel, the dates, destinations, names of individuals traveling, purpose and total cost shall be documented. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The following statement regarding ODCs and Labor shall also be included, if applicable: "No fee has been applied to ODCs, and the applicable fee and pass through rate do not exceed those identified in NAVAIR Clause 5252.215-9512, Saving Clause."

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(NOV 2017)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
FAR 42.302 (a)(1),(2), (3), (4), (6), (7), (8), (10), (13), (14), (15)(16), (17), (18), (19), (20), (21), (22), (23), (24), (25), (26), (27), (28), (29),(30), (31), (32), (33), (34), (35), (36), (37), (38), (39), (40),(41), (42), (43), (44), (45), (46), (47), (48), (49), (50), (51), (52), (53), (54), (55), (56), (57),(58), (59), (60), (61), (62), (63), (64), (65), (66), (67), (68), (69), (70) and (71)	COR

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:

(c) Inquiries regarding payment should be referred to: MyInvoice through the Wide Area Workflow eBusiness Suite: <https://wawf.eb.mil>.

G-TXT-PAY PAYMENT INSTRUCTIONS (APR 2018)

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions— Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and- Materials and Labor- Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts;	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.

52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers					
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

G-TXT-07 ADDITIONAL FUNDING INFORMATION

Funding Document Number: _____

FMS Case and FMS Country: _____

*** TO BE COMPLETED AT TASK ORDER LEVEL (if applicable)***

Section H - Special Contract Requirements

H-1**H-1 5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL, NAVAIR (VARIATION)(October 2019)**

(a) During the performance of this contract, it may be necessary for the Contractor to procure material to respond immediately to system development requirements, system failures and system operation requirements. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. The term “material” includes supplies, material, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. Any material provided by the Contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS) and the applicable Department of Navy regulations and instructions.

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

(b) List of Allowable Material:

Electronic Components and Material:

Access Control Systems, Adapters, Amplifiers, Antennas, Antenna Masts, Antenna Positioners, Backshells, Batteries, Building Industry Consulting Service International (BICSI) Compliant Cable Plant and Data Center Installation Materials, Bridges, Cables, Cable Assemblies, Cable Management, Capacitors, Circuit Boards and associated repair materials, Circuit Breakers, Charging Devices, Chassis, Chemicals, Cleaners, Coaxial Cable, Communications Special Enclosures, Communicator Switches, Computer Equipment, Parts, and Accessories (e.g. Monitors, Keyboards, Mouses, Speakers, Cases, Computer Cards, Computer Cables, Server Racks, Memory, Peripherals, Hard Drives, Uninterruptible Power Supplies (UPS)), Conduit, Connectors, Connector Accessories, Connector Back Shells, Control Panels, Converters, Crystals, Cryptographic Equipment/Devices, Data Controllers, Desktop Computers, Data Storage Devices, DC Power Supplies, Diodes, Displays, Diplexers, Electronic Fabrication and Installation Tools, Electronic Filters, Electronic Test Equipment, Encoders, Eliminators, Environmental Control Units, Facsimile Machines, Fiber Optic Cable, Connectors, Patch Cords and Equipment, Fuses, Generators, Global Positioning Systems, Grounding Material, Handsets, Headsets, High Altitude Electromagnetic Protection Devices, Hubs, Integrated Circuits, Inductors, Inserts, Interface Cards, Interconnect and Wire Cables, Lamps/Bulbs, Label Maker and Materials, Laptop Computers, Line Protection, Memory, Measurement Devices, Microphones, Modems, Modules, Multiplexers, Networking Components and Supplies, Passive Components, Patch Cords, Plotters, Power Distribution Units, Power Controllers, Power Supplies, Printers, Printer Consumables, Radios, Receivers, Relays, Repair Materials, Resistors, RF Adapters, RF Digital and Analog Transceivers, Receivers, Repeaters, Routers, SATCOM Up-Converters and Down Converters, Scanners, Secure Telephones, Secure Voice Adapter, Security System Components, Semi-Conductor Devices, Sensing Elements, Servers, Shredders, Signs, Smart Card Readers, Speakers, Splices, Surge Protectors, Switches, Tablet Computers, Telecommunication Components and Systems, Telephones, TEMPEST Filtering Material and Devices, Terminals, Test and Measuring Equipment, Tool Bags, Transceivers, Transistors, Transformers, Translators, Transmitters, Tuners, Uninterruptible Power Supplies, Vacuum Tubes, Video/Audio Telecommunication Control Devices, Video Equipment, Voice over Internet Protocol (VoIP) Equipment, Wire, Wireless Network Devices and Components, Wireless Communication Devices and Components and Work Stations.

Hardware/Raw Manufacturing Material:

Bolts, Boxes, Brackets, Braces, Brads, Cabinets, Camera Mounts, Cases, Chassis Slides, Conduits, Electrical Boxes, Electronic Equipment Cabinets and Racks, Electronic Equipment Chassis, End Fittings, Face Plates, Fasteners, Fiberglass, Filters, Foam Inserts, Handles, Heat Shrink, Hinges, Interior/Exterior Mounts, Intermediate Distribution Frames, Main Distribution Frames, Metal (Various Gauge), Nuts, Pan-Tilt-Zoom Mounts, Patch Panels, Plastic, Power Distribution Panels, Racks, Rack Assembly, Rivnuts, Rivets, Screws, Shelters (Hard & Soft), Shock Mounts, Slides, Storage Containers, Tents, Tool Kits, Modification Equipment for Trailers and Vehicles, Washers, and Wood.

Software:

Software Licenses (e.g. Word Processors, Spreadsheets, Database Managers, Utilities, Operating Systems, Graphics and Presentation Packages, Mail Systems, Network Handlers, Media Converters, Customized Software), Communication Modeling Packages, Integrated Development Environment (IDE) Analysis Software, Test and Analysis Software, Utilities, Virtualization Software and Productivity Software.

For DoD users: All software, software support, or software maintenance must be procured through the Enterprise Software Initiative (ESI) or receive a waiver in accordance with DFARS PGI 208.7403.

Incidental Material:

Broadband Global Area Network Services, Binders, Cooling, Heating and Ventilation Equipment Components, Data Center Floor Coverings, Data Storage Medium, De-Greaser, Deliverable/Documentation Consumables, Dividers, Electronic Component Cleansing Materials, Fabric, Fabrication Materials, Fiberglass, Electronic Repair Services, Ink, Metal Stock, Mylar, Paint, Personal Protective Equipment, Plastic Stock, Rubber, Security Enclosures/Safes, Security/Safety Equipment, Shipping/Freight Supplies/Services, Solder Supplies, Toner, and Vu-graph Supplies.

c) In addition to Contracting Officer Representative (COR) and/or Contracting Officer (KO) approvals listed below, IT resources may not be procured unless the approvals required by Department of Defense purchasing procedures have been obtained. IT resources are defined as any equipment and or interconnected system and/or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data information. IT resources include personal computers, laptops, printers, software, servers, hubs, routers, phones, facsimile machines and any related maintenance, telecommunications, training or other support services. To obtain IT approval the Contractor shall prepare an IT Request within the Navy Information Dominance Approval System (NAV-IDAS) with a complete list of items to be obtained. The IT approval shall be provided to the COR prior to procurement.

(d) Prior written approval from the COR and/or KO shall be required for all purchases of material (IT resources or non-IT resources) in accordance with the dollar thresholds listed below. Requests for approval shall include a list of the material to be procured, an explanation of the need for the material, IT approval (if applicable), a listing of quotes received, the reason for the selected source and the determination of price reasonableness. If the procurement is sole sourced to a particular supplier, include the rationale for limiting the procurement to that supplier.

Only material included in the above List of Allowable Material may be procured under this contract. No material with a single unit cost of \$150,000.00 or greater shall be procured under this contract. No single procurement with a total value—the sum of all items—of \$700,000.00 or greater may be procured under this contract. Procurements will not be split to circumvent these thresholds.

When it is necessary for the Contractor to procure material to immediately respond to emergency requirements, the Contractor shall obtain prior verbal authorization from the COR to be followed by written COR authorization within the next business day of the procurement. The written authorization must reference when the verbal authorization from the COR occurred. These emergency requirements are for any items with a total value greater than \$3,500.00.

For procurement of all software licenses regardless of total value, COR and KO approval is required. If the COR approves the request, the COR shall provide the request for the approval to the Contracting Officer. The Contracting Officer shall provide notification of disapproval or approval to the COR and Contractor.

(e) Approval Thresholds:

1. For procurements of any items with a total value, \$10,000.00 and below no COR or KO approval is required.
2. For procurements of any items with a total value between \$10,000.01 and \$150,000.00 COR approval is required.
3. For procurements of any items (excluding software licenses) with a total value between \$150,000.01 and \$700,000.00, COR and KO approval is required. If the COR approves the request, the COR shall provide the request for approval to the KO. The KO shall provide notification of disapproval or approval to the COR and Contractor.

H-2**ORDERING PROCEDURES USING NAVAIR CLAUSE 5252.216-9535 (VARIATION)(APR 2020)**

- a) All TOs under this RAPID MAC must be within the scope of Section C and all other terms and conditions of this RAPID MAC and comply with the ordering procedures in FAR Subpart 16.505, Ordering, and other applicable agency specific regulatory supplements.
- b) For the purpose of this clause, the Government defines “team” as any agreed-to relationship between two (2) or more prime contract holders to work together in execution of a MAC requirement. Examples include, but are not limited to, formal teaming arrangements, subcontractor agreements, subvendor agreements, etc.
- c) The PCO will tailor all optional clauses, provisions, and other applicable terms and conditions specific to the TO request and award (See Section I.1 TO Clauses).
- d) At the individual TO level, Contractors shall not team with other Contractors within the same Pool of the TO requirement. For example, Pool 3 Contractors may not team for a Pool 3 TO. However, a Pool 3 Contractor may team with a Pool 2 Contractor to support a Pool 3 TO. The Contracting Officer may waive this prohibition at the TO Level, if it is determined to be in the best interest of the Government.
- e) The utilization of small business will be evaluated at the TO level and shall be consistent with the RAPID MAC Offeror’s Small Business Individual Subcontracting Plan and RAPID MAC Small Business Utilization Plan or Master Subcontracting Plan, as applicable.
- f) All costs associated with presentation and/or discussion of the Contractor’s TO proposal, post award TO administration (including applicable personnel cost allocations by TO shall not be a direct charge under the TO unless authorized in the contract or TO. Each TO will be funded at the TO level.
- g) The Government contemplates award of TOs under this contract under either Pool 1, or Pools 2-6 as defined in Section C. The Government will not compete a given requirement simultaneously in multiple Pools. The Government reserves the right to conduct market research within the Pools at the TO level if a Pool determination cannot be clearly established. All TOs issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any TO. No work will be performed and no payment will be made except as authorized by a TO.
- h) The following procedures should apply when issuing TOs. The amount and detail of information required in the proposal may vary, depending upon the estimated dollar value, complexity and scope of the work. The TO RFPs will detail the degree to which information is required.

1. Except as provided in h(2), the PCO shall furnish the Contractor with a written RFP. The RFP will include the following:
 - i. Request for proposal number and title, type of TO, and contract number.
 - ii. Details of the task, i.e., background of requirement, objective, description of the tasks required to be performed/items to be delivered, delivery schedule/performance period, place and manner of inspection and acceptance, pricing arrangements, and other pertinent information deemed necessary.
 - iii. A listing of Government furnished property to be provided to the Contractor, if applicable.
 - iv. Security classification designated for the task(s) to be performed.
 - v. Type of proposal (oral or written) and date when proposals are due, identification of key personnel, option exercise period, and option period of performance (if applicable).
 - vi. Procedures and criteria for evaluation, if competitive.
 - vii. Additional prerequisites, as applicable.
 - viii. Any other pertinent information deemed necessary.
 2. In the event of an urgent requirement, the PCO may contact the Contractor by telephone or written communication, including facsimile, requesting a proposal. For urgent requirements, the Contractor shall comply with the following:
 - i. The Contractor shall provide a written proposal, unless oral proposals/presentations are solicited as set forth in the RFP. The Contractor's proposal shall be submitted in accordance with the format and time frame set forth in the RFP.
 - ii. The Contractor shall not proceed with any work pursuant to this section until he/she has received a formal TO from the PCO.
 - iii. A TO issued pursuant to the authority of this subsection shall be considered accepted by the Contractor unless rejected in writing within three (3) days after receipt.
 3. If written proposals are required, upon receipt of the proposal the PCO, in conjunction with the requiring office, shall conduct a technical evaluation in accordance with the evaluation procedures set forth in the RFP, and enter into such negotiations with the Contractor(s) as may be necessary.
 4. If oral proposals are required, the Contractor shall orally present the information set forth in the individual TO RFP, except for cost, which will be submitted separately in accordance with the individual TO RFP requirements. If oral presentations are required, they will be scheduled as the result of both Government and Contractor availability, and conducted in accordance with provisions in the RFP.
 5. Options included in any TO will be evaluated in accordance with FAR clause 52.217-5, "Evaluation of Options".
- i) TOs may be issued on either a competitive or non-competitive basis in accordance with paragraph (k). Regardless of whether the TO is competitive or non-competitive, oral or written proposals/presentations (as considered appropriate in light of the dollar value, complexity, and scope of work for the TO) may be required by the PCO. In addition:
1. The Government reserves the right to make award based on initial offers.
 2. TO award(s) will normally be made to the Offeror(s) who is determined, under a "best value" evaluation, to best meet the needs of the Government after consideration of all evaluation factors. "Best value" is defined as the procurement process that results in the most advantageous acquisition decisions for the Government and is generally performed through an integrated assessment and trade-off analysis utilizing quality factors such as technical

- approach, past performance, management approach, personnel experience, and cost/price factors.
3. Offerors are cautioned that in conducting the evaluation, the Government may use data provided by the Offeror in its proposal as well as data obtained from other sources (e.g. Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead). While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the Offeror.
 4. The PCO need not contact each of the multiple awardees under the Pool before selecting a TO awardee(s), if the PCO has information available to ensure that each member of the Pool is provided a fair opportunity to be considered for each TO.
- j) For other than fixed price TOs, the total estimated dollar amount of each TO constitutes a ceiling price for that TO. The requirements set forth in Federal Acquisition Regulation Clause 52.232-20, "Limitation of Cost" or Clause 52.232-22, "Limitation of Funds" are applicable to individual TOs. The ceiling amount for each TO may not be exceeded unless authorized by a modification to the TO.
- k) It is the Government's intent to provide awardees a fair opportunity to be considered for all TOs.
1. All multiple award Contractors shall be provided a fair opportunity to be considered for each TO in excess of \$3,000. Note that while all awardees shall be given a fair opportunity to compete for each such TO the criteria used for the individual competitions may include pre-requisites as part of the evaluation process for a given TO competition. However, awardees need not be given an opportunity to be considered for a particular TO if the PCO makes a determination in accordance with FAR 16.505(b)(2).
 2. For this contract, the designated TO ombudsman is the Navy Competition Advocate General. The TO ombudsman is responsible for reviewing complaints from multiple award Contractors and ensuring that all of the Contractors are afforded a fair opportunity to be considered for TOs in excess of \$3,000, consistent with the procedures in the contract.
 3. Contractors are not guaranteed award of equal dollars or number of TOs under this contract.
- l) Contractor Site Visits
1. To respond to a TO RFP awarded under this contract, a Contractor may be required to obtain data and other information from the Government at the proposed sites of TO performance. The following general information is provided regarding visits to the proposed TO performance site(s). Specific details regarding procedures applicable to the instant requirement will be published with each TO RFP.
 2. The Contractor shall review the RFP for specific instructions and guidance regarding the site visit. The PCO, with the help of the COR/TPOC, will plan and coordinate the site visit with the on-site Government representative and will notify the Contractor with approval to conduct the site visit. Contractors shall comply with security requirements necessary to conduct the site visit.
 3. The Government will determine whether a formal pre-proposal conference or site visit will be held. The decision to hold a formal conference will be dependent upon such things as the complexity of the specific requirement, schedule constraints, etc. If a formal conference or site visit is not conducted, Contractors will be granted individual access for a site visit, as deemed necessary.
 4. Contractors shall not be permitted to contact Government representatives at a performance site to discuss an RFP without prior approval of the Contracting Officer.
 5. All access to information at a proposed performance site shall be on a non-interference basis.

CLAUSES INCORPORATED BY REFERENCE

252.225-7976 (Dev) Contractor Personnel Performing in Japan. (DEVIATION AUG 2018
2018-O0019)

CLAUSES INCORPORATED BY FULL TEXT

5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JUN 2015)

(a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>.

(b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.

(c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be valid for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an update medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

(d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.

(e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Role 3 military treatment facilities (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).

(f) Routine and primary medical care are not authorized. Pharmaceutical services are not authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website:
<http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>.

5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2014)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

The total number (prime and subcontractors at all tiers) employees.

The total number (prime and subcontractors at all tiers) of U.S. citizens.

The total number (prime and subcontractors at all tiers) of local nationals (LN).

The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).

Name of province in which the work was performed.

The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7995 or DFARS DOD class deviation 2014-O0018.

5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)(JUN 2015)

(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

(b) The USCENTCOM policy requires contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractor's medical provider or local economy provider's location for all contractor and subcontractor employees throughout the life of the contract. The contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health personnel, or Base Operations Center installation access badging personnel upon request.

(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contract investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

(2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have pre-deployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractor's medical provider or local economy provider will look for interval changes from prior CXRs and review any changes in the symptom survey. A physical copy of the CXR file with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or subcontractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The contractor is responsible for management and compliance with all prescribed public health actions. The employee, contractor/sub-contractor shall be transported out of theater following three(3) consecutive negative sputum smears.

(c) All employees, contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunizations for Typhoid and Hepatitis "A" (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.

(d) Proof of pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) for employees, contractors and sub-contractors shall be made available to the designated Government representative throughout the life of the contract, and provided to the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: [Contracting Officer must enter the names of the operating locations of the contract that the requiring activity has properly coordinated with the respective Forward Operating Base (FOB) Mayor(s)]. When contractor employees are in transit, all checked blocks are considered authorized. NOTE: The services marked in this special clause must be consistent with information marked on the approved GFKSV form.

U.S. Citizens

<input type="checkbox"/> APO/FPO/MPO/DPO/Postal Services	<input type="checkbox"/> DFACs****	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon*****	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR (inter/intra theater)
<input type="checkbox"/> Billeting***	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals****	
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> Installation Access Badge	<input type="checkbox"/> Laundry	<input type="checkbox"/> Military Clothing
<input type="checkbox"/> Military Exchange	<input type="checkbox"/> None	
<input type="checkbox"/> Embassy Services Kabul**		

Third-Country National (TCN) Employees

<input type="checkbox"/> N/A	<input type="checkbox"/> DFACs****	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon*****	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR (inter/intra theater)
<input type="checkbox"/> Billeting***	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals****	<input type="checkbox"/> Military Clothing
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> Installation Access Badge	<input type="checkbox"/> Laundry	<input type="checkbox"/> All
<input type="checkbox"/> Military Exchange	<input type="checkbox"/> None	

Local National (LN) Employees

<input type="checkbox"/> N/A	<input type="checkbox"/> DFACs****	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon*****	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR (intra theater)
<input type="checkbox"/> Billeting***	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals****	<input type="checkbox"/> Military Clothing
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation

☐ Installation Access Badge
☐ Military Exchange

☐ Laundry
☐ None

☐ All

*CAAF is defined as Contractors Authorized to Accompany Forces.

**Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

*** Afghanistan Life Support. Due to drawdown of base life support facilities throughout the country, standards will be lowering to an "expeditionary" environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

****Check the "DFAC" AND "Government Furnished Meals" boxes is the contractor will have access to the DFAC at no cost. "Government Furnished Meals" (GFM) is defined as meals at no cost to the contractor (e.g., MREs, or meals at the DFAS. If GFM is checked, "DFAC" must also be checked.

Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

*****Military Banking indicates "approved use of military finance offices to either obtain an Eagle Cash Card or cash checks.

*****Authorized Weapon indicates this is a private security contract requirement and contractor employees, upon approval, will be authorized to carry a weapon. If the service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the contractor may request arming for self-defense off a U.S. installation to the Contracting Officer's Representative and in CAAMS.

SPECIAL NOTE - US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the Contracting Officer.

SPECIAL NOTE ON MILAIR - MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (JUN 2014)

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will immediately be reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to the PRD within 12

hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of DFARS Clause 252.225-7997 entitled "Contractor Demobilization". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(c) Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

- Contract Number
- Contract Description & Location
- Company Name

Reporting party:

- Name
- Phone number
- e-mail address

Victim:

- Name
- Gender (Male/Female)
- Age
- Nationality
- Country of permanent residence

Incident:

- Description
- Location
- Date and time

5152.247-5900 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (APR 2012)

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime and subcontractors at all tiers cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

(1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).

(2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designated to be driven or towed over a roadway.

(3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractor is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY(IT) (NAVAIR)(NOV 2017)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at:

https://navalforms.documentservices.dla.mil/formsDir/_OPNAV_5239_14_7631.pdf. Instruction Note: SAAR-N forms are required to be downloaded and then completed. The "E-MAIL SUBMIT" button on the SAAR-N form is not to be used.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (NAVAIR)(MAR 2007)

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

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in **Attachment 3**. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[X] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of [Insert the period of prohibition] after the date of completion of the contract. (FAR 9.505-1(a))

[X] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [Insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being

a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of three (3) years] after the terms of this contract. (FAR 9.505-2(b)(1))

[X] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[X] (5) To the extent 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 (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with three (3) years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

(1) A description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

(2) A description of the work to be performed;

(3) The dollar amount;

- (4) The period of performance; and
- (5) A description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
 - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
 - (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
 - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
 - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification may be utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

5252.216-9508 MINIMUM AND MAXIMUM QUANTITIES FOR MULTIPLE AWARD CONTRACTS (NAVAIR)(AUG 2001)

(a) As referred to in paragraph (b) of FAR Clause 52.216-22, "Indefinite Quantity" of this contract, the contract minimum quantity is a total of \$1,000 of the maximum contract price or total estimated cost and fee identified in Section B for the base period only. The maximum quantity is the total "not to exceed" quantity for all items combined as set forth in the schedule. All option periods thereafter do not have a guaranteed minimum.

- (b) If multiple awards are made the minimum guarantee will be \$1,000.

5252.216-9509 TASK ORDERS WITH OPTIONS (NAVAIR) (AUG 2001)

- (a) The Ordering Officer may issue Task Orders that include options under any of the following conditions:
 - (1) The services being acquired are highly unique or specialized;
 - (2) The efforts to be performed are so integrally related that only a single contractor can reasonably perform the work; or

(3) Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on.

(b) Only those Task Orders for which all awardees were given a fair opportunity to be considered shall include options. For purposes of FAR 52.216-19(b), the base award and each option are separate orders.

(c) Prior to exercising an option on a Task Order, the Government will ensure that the contract has adequate quantities and period of performance. The contractor shall not begin performance on requirements in the Task Order option until the Government has exercised the option on the Task Order and, if necessary, the option on the contract.

(d) Award of a Task Order with an option is subject to the conditions of FAR clause 52.217-5, "Evaluation of Options".

5252.216-9512 PAPERLESS CONTRACTING (NAVAIR)(JUN 2009)

(a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.

(b) To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

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

Name and address of Patent Counsel:

Office of Counsel

Naval Air Warfare Center Aircraft Division

47076 Lilijencrantz Road, Bldg. 435

Patuxent River, MD 20670

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

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

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

5252.227-9505 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR)(AUG 1987)

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR)(FEB 2009)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)

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

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

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

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

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

5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013)

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(b) Travel Approval Process. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

(1) The Contractor shall provide the **Contracting Officer's Representative (COR)** a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).

(2) The **COR** will review the travel request and provide, in writing, an approval or disapproval of the travel request to the **Contractor and the Procuring Contracting Officer**.

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractor's documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (JUL 1985)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract-

- (a) the amount available for payment and allotted to this incrementally funded contract is **[TBD]**;
- (b) the items covered by such amount are Item(s) **[TBD]**; and
- (c) the period of performance for which it is estimated the allotted amount will cover is **[TBD]**.

****TO BE COMPLETED AT TASK ORDER LEVEL****

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

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

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

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

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

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

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

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

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

5252.242-9502 TECHNICAL DIRECTION (NAVAIR)(Variation) OCTOBER 2019)

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or Task Order Manager (TOM), and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work (SOW) of a Contract, Order, or Agreement; herein after referred to as contract.

(i) "Technical Direction" means "clarification of contractual requirements or direction of a technical nature, within the context of the SOW of the contract."

(b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.

(c) Limitations. When necessary, Technical Direction concerning details of requirements set forth in the contract, shall be given through issuance of TDLs prepared by the COR or TOM subject to the following limitations.

(i) The TDL, and any subsequent amendments to the TDL, shall be in writing and signed by both the COR or TOM, and the Contracting Officer prior to issuance of the TDL to the contractor. Written TDLs are the only medium permitted for use when technical direction communication is required. Any other means of communication (including such things as Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.

(ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.

(iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

(iv) The contractor shall track each TDL and shall be subject to FAR 52.232-22, Limitation of Funds clause at the TDL level. The contractor shall notify the Contracting Officer whenever it has reason to believe the costs it expects to incur under the TDL and the specific CLIN/INFOSLIN/ACRN (as funded) will exceed 75% of the total funded amount so far allotted to the specific TDL and CLIN/INFOSLIN/ACRN assigned. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the TDL. If, after notification, additional funds are not allotted, the Contractor shall immediately discontinue support of the specific TDL upon expense of applicable funds or completion of TDL assignment; whichever is first. The contractor is not obligated to continue performance under the TDL or otherwise incur costs in excess of the amount then allotted to the TDL by the Government. The Government is not obligated to reimburse the Contractor for any cost in excess of the total amount allotted by the Government to the TDL.

(v) Issuance of TDLs shall not incur an increase or decrease to the contract price, estimated contract amount (including fee), or contract funding, as applicable. Additionally, TDLs shall not provide clarification or direction of a technical nature that would require the use of existing funds on the contract beyond the period of performance or delivery date for which the funds were obligated.

(vi) TDLs shall provide specific Technical Direction to the contractor only for work specified in the SOW and previously negotiated in the contract. TDLs shall not require new contract deliverables that may cause the contractor to incur additional costs.

(vii) When, in the opinion of the contractor, a TDL calls for effort outside the terms and conditions of the contract or available funding, the contractor shall notify the Contracting Officer in writing, with a copy to the COR or TOM, within two (2) working days of having received the Technical Direction. The contractor shall undertake no performance to comply with the TDL until the matter has been resolved by the Contracting Officer through a contract modification or other appropriate action.

(viii) If the contractor undertakes work associated with a TDL that is considered to be outside the scope of the contract, the contractor does so at its own risk and is not subject to recover any costs and fee or profit associated with the scope of effort.

5252.243-9505 ENGINEERING CHANGES (NAVAIR)(OCT 2005)

(a) After contract award, the Contracting Officer may solicit, and the contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, or to resolve increased data processing requirements. If the proposed changes are acceptable to both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance costs, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with the "Changes" clause.

(f) The contractor is requested to identify specifically any information contained in its engineering change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

Section I - Contract Clauses

SECTION I

I 1. Task Order Clauses

- a) In accordance with FAR 52.301, Solicitation Provisions and Contract Clauses (Matrix), individual TOs may have additional clauses that are not included in the MA-IDIQ master contract.
- b) Representation and Certification Provisions from the MA-IDIQ master contracts automatically flow down to all MA-IDIQ TOs.
- c) All provisions/clauses automatically flow down to all MA-IDIQTOs based on their specific contract type (e.g. cost, fixed price, etc.), statement of work, competition requirements, and dollar value as of the date the TO solicitation is issued. (Note: Any Applicable and/or Required provisions/clauses that require fill-in information must be provided by the PCO in full text).

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite- Delivery Contracts	OCT 2016
52.204-17	Ownership or Control of Offeror	JUL 2016
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016

52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (Deviation 2018-O0015)	JUL 2018
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
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	AUG 2018
52.219-13	Notice of Set-Aside of Orders	NOV 2011
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2019-O0003).	JAN 2019
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017

52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-5	Trade Agreements	AUG 2018
52.225-6	Trade Agreements Certificate	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2 (Dev)	Cost Accounting Standards (DEVIATION 2018-O0015)	JUL 2018
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2015
52.230-4	Disclosure and Consistency of Cost Accounting Practices -- Foreign Concerns	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-6	Subcontracts for Commercial Items	AUG 2019
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 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	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	MAY 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	MAY 2019
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	DEC 2018
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7013	Duty-Free Entry--Basic	MAY 2016
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7021	Trade Agreements--Basic	AUG 2019
252.225-7027	Restrictions on Contingent Fees for Foreign Military Sales	APR 2003
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7036	Buy American--Free Trade Agreements--Balance of Payments Program--Basic	DEC 2017
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
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
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.228-7001	Ground And Flight Risk	JUN 2010
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008

252.239-7017	Notice of Supply Chain Risk	FEB 2019
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
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	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7006	Warranty Tracking of Serialized Items	MAR 2016
252.247-7023	Transportation of Supplies by Sea	FEB 2019
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of _____;

(2) Any order for a combination of items in excess of _____; or

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

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

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

****TO BE COMPLETED AT CONTRACT AWARD****

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and

Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after * .

*** TO BE COMPLETED AT CONTRACT AWARD***

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to expiration of the contract.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

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

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

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

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

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

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

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

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

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

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

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

Employee Class	Monetary Wage	Fringe Benefits
Administrative Assistant	\$26.19	\$15.04
Aircraft Mechanics and Service Technician/Aircraft Mechanic I	\$30.48	\$17.50

Aircraft Mechanics and Service Technician/Aircraft Mechanic II	\$30.48	\$17.50
Aircraft Mechanics and Service Technician/Aircraft Mechanic III	\$33.67	\$19.33
Computer Programmer II	\$26.19	\$15.04
Computer Programmer IV	\$38.77	\$22.25
Computer Systems Analyst II	\$38.77	\$22.25
Drafter/CAD Operator I	\$18.90	\$10.85
Drafter/CAD Operator II	\$21.15	\$12.14
Drafter/CAD Operator III	\$23.57	\$13.53
Electronics Technician Maintenance III	\$46.47	\$26.67
Engineering Technicians III	\$21.15	\$12.14
Technical Instructor/Course Developer	\$32.04	\$18.39
Technical Writer II	\$32.04	\$18.39
Technical Writer III	\$38.77	\$22.25
Video Teleconference Technician/Audio and Video Equipment Technician	\$18.90	\$10.85
Word Processor II	\$18.90	\$10.85

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(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, within 30 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 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 and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 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.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost- reimbursement or incentive contracts, or to combinations thereof.

52.244-2 SUBCONTRACTS (OCT 2010)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: [Enter subcontractor's names, if applicable]

(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Certified Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: *** TO BE COMPLETED AT TASK ORDER LEVEL**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT INFORMATION (OCT 2016)

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

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.wrchives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is --

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapidly report" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data - Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall submit requests to vary from NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provided meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall --

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC#) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purposes or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall --

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and if necessary, consult with the Contracting Officer; and

(2) Require subcontractor to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

252.215-7998 PILOT PROGRAM TO ACCELERATE CONTRACTING AND PRICING PROCESSES (DEVIATION 2019-O0008) (APR 2019)

(a) Section 890 of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) as implemented under Class Deviation 2019-O0008, Section 890 Pilot Program to Accelerate Contracting and Pricing Processes, authorizes DoD to implement a pilot program for contracts in excess of \$50,000,000 (excluding those that are a part of a major defense acquisition program, as defined at 10 U.S.C. 2430) to—

(1) Permit price reasonableness determinations to be based on actual cost and pricing data for purchases of the same or similar products for the DoD; and

(2) Reduce the cost and pricing data to be submitted in accordance with 10 U.S.C. 2306a.

(b) As a condition of participating in this pilot program, the Contractor shall submit verifiable data documenting any savings (time and money) achieved as a result of this pilot within 3 months after award or modification of this contract.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from **Date of Contract Award** through **60 Months**.

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

(c)(1) If issued electronically, the order is considered “issued” when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

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

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

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR)(15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR)(22 CFR Parts 120-130). The term includes -- "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

"Items," defined in the FAR as "commodities", "software", and "technology," terms that are also defined in the FAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the FAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to --

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
- (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

252.227-7000 NON-ESTOPPEL. (OCT 1966)

The Government reserves the right at any time to contest the enforceability, validity, scope of, or the title to any patent or patent application herein licensed without waiving or forfeiting any right under this contract.

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR)(OCT 2005)

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the [identify installation]. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to [insert address]. All losses are to have the permanent badges returned to [insert address] on the last day of the individual's task requirement.

*** TO BE COMPLETED AT TASK ORDER LEVEL***

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD254	5	02-MAR-2020
Attachment 2	Data Item Transmittal Form	1	02-OCT-2019
Attachment 3	OCI List	1	02-OCT-2019
Attachment 4	Locator Form	2	02-OCT-2019

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-3	Taxpayer Identification	OCT 1998
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.204-17	Ownership or Control of Offeror	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-20	Predecessor of Offeror	JUL 2016
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-5	Certification Regarding Responsibility Matters	OCT 2015
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-12	Certification Regarding Tax Matters	FEB 2016
52.219-1	Small Business Program Representations	OCT 2014
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	AUG 2018
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7007	Alternate A, Annual Representations and Certifications	JUN 2019
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.219-7000	Advancing Small Business Growth	SEP 2016
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015
252.225-7042	Authorization to Perform	APR 2003
252.234-7001	Notice of Earned Value Management System	APR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

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

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror represents that--

It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--

- (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub.L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that --

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

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

(b) The Offeror represents that --

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

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months,

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (AUG 2018)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

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

Sensitive technology--

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

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

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

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

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

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

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

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

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

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

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

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

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

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

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime

contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

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

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUN 2019)

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

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

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

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

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

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

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

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

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.213-7000 NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF SUPPLIER PERFORMANCE RISK SYSTEM IN PAST PERFORMANCE EVALUATIONS (MAR 2018)

(a) Supplier Performance Risk System (SPRS) application (<http://www.ppirssrng.csd.disa.mil/>) will be used in the evaluation of suppliers' past performance in accordance with DFARS 213.106-2(b)(i).

(b) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The SPRS application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies being purchased.

(c) The quality and delivery classifications identified for a supplier in SPRS will be used by the contracting officer to evaluate a supplier's past performance in conjunction with the supplier's references (if requested) and other provisions of this solicitation under the past performance evaluation factor. The Government reserves the right to award to the supplier whose quotation or offer represents the best value to the Government.

(d) SPRS classifications are generated monthly for each contractor and can be reviewed by following the access instructions in the SPRS User's Manual found at https://www.ppirssrng.csd.disa.mil/pdf/PPIRS-SR_UserMan.pdf. Contractors are granted access to SPRS for their own classifications only. Suppliers are encouraged to review their own classifications, the SPRS reporting procedures and classification methodology detailed in the SPRS User's Manual, and SPRS Evaluation Criteria available from the references at https://www.ppirssrng.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf. The method to challenge a rating generated by SPRS is provided in the User's Manual.

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

(a) The terms used in this provision are defined in the 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 Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

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

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

5252.209-9511 ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION (SERVICES) (NAVAIR)(APR 1989)

This solicitation contains an organizational conflicts of interest clause in Section H, which is to appear in the awarded contract. Along with their proposals, offerors must check the appropriate box below:

- ☐ Information concerning a conflict of interest, as identified in NAVAIR 5252.209-9510, is provided.
- ☐ No conflict of interest exists.

Section L - Instructions, Conditions and Notices to Bidders

CONTENT OF PROPOSALS

L – [1] CONTENT OF PROPOSALS (SERVICES) (September, 2019)

PART A GENERAL INSTRUCTIONS

1.0 GENERAL

The Offeror must respond to all requirements of the solicitation and not alter or rearrange the solicitation. The Offeror is advised that the Government may incorporate any portions of the Offeror's proposal into the resulting contract.

In presenting material in the proposal, the Offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization shall be emphasized during proposal preparation. Statements that the prospective Offeror understands, can comply with, or will comply with, the specifications, and paraphrasing the requirements or parts thereof without supporting information are considered inadequate by the Government, and may result in assessing weaknesses and/or deficiencies.

The Offeror must include any data that illustrates the adequacy of the various assumptions, approaches, and solutions to problems. Failure to address a specific factor or subfactor clearly may be considered a deficiency. Unnecessarily elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

The Government advises the Offeror that taking exception or deviating from any term or condition of the RFP may result in the assessment of a deficiency to the proposal.

Throughout these instructions, a "subcontractor" is defined as a subcontractor for the contract or provides one or more Key Personnel. "JV Team member" is defined as one of the entities that make up a joint venture (JV) formed for the purpose of responding to this solicitation.

Questions: Offerors may submit questions requesting clarification of solicitation requirements by emailing the contract specialist at brandon.reaser@navy.mil. It is required that all questions be received within 10 calendar days of the date this solicitation is issued. Questions received after this time period may not be answered prior to the submission deadline.

2.0 PROPOSAL FORMAT

Proposals shall be formatted using a Times New Roman 12 pt. Normal font (no reduction permitted), single-spaced with 1-inch margins all around, and formatted for standard 8.5 x 11 inch paper. Offeror's proposal shall not utilize compressed or condensed spacing between lines or characters in order to circumvent the provided page limits; any proposal that utilizes compressed or condensed spacing will be deemed non-compliant, will not be evaluated, and will be ineligible for award. All pages shall be numbered with section and page numbers. When foldout pages are used they must not exceed 11 x 17 inches and will be counted as 1 page. Drawings may be provided separately and may be any size but should be folded to approximately 8.5 x 11 inch standard size and will count as 1 page. Graphs shall be presented in no smaller than a 10 pt. font and shall contain a grid, which allows values to be read directly from the graph to the same accuracy that a 10 x 10 to the ½ inch grid provides. Graphic resolution, including such data as tables or charts, shall be consistent with the purpose of the data presented **and shall be no smaller than 10 pt. font. Headers and Footers shall be no smaller than 7 pt. font.**

ELECTRONIC SUBMISSION OF PROPOSAL

This section is intended to provide information to the Offeror on the electronic format and application software to be used for submitting proposals. Do not submit hardcopy proposals for this solicitation. Use of the software and procedures described in this section will reduce the amount of time and effort needed to receive and upload

proposals into the electronic evaluation system, and will ensure that the proposals received are suitable for reading electronically.

Electronic Proposal Media

The Offeror shall submit all volumes of its proposal electronically on CD-ROM(s) compatible with the operating system and applications as defined below. The Offeror shall put as much proposal material as possible on each CD-ROM. The Offeror shall submit two sets of CD-ROMs that contain its proposal. One set of CD-ROM disks shall be marked "Master," the other shall be marked "Back-Up." Both sets of CD-ROM disks shall be clearly marked with the Offeror's name and address, the point of contact's name and phone number, solicitation number, proposal volumes contained and "For Official Use Only. Source Selection Sensitive Information – See FAR 2.101 and 3.104."

Operating System and Applications

The proposals will be accessed utilizing Microsoft Operating System. The Offeror shall submit two identical proposals in separate, electronic versions: one version in Portable Document Format (.pdf) and one version in Microsoft Office Applications (Microsoft Word, Microsoft Excel, Microsoft PowerPoint, and Microsoft Project). The .pdf document must be fully searchable. The Offeror is responsible for ensuring that the .pdf and the appropriate Microsoft Office applications versions contain identical information. The Government has the discretion to use the information in either version, and is not responsible for any differences in content between the two proposal formats submitted by the Offeror. Use of other application software for submission of proposals is prohibited except where specific instructions for non- PDF or Office applications are provided.

Hyperlinks

Offerors may use hyperlinks within and among proposal volumes.

Virus Free Electronic Submission

Offerors are responsible for ensuring that its electronic proposal is virus free. The Offeror shall certify, in its proposal cover letter, that all electronic proposal information has been checked for viruses, and specify the software, version, and virus definition used to check the data. With each subsequent submission of proposal information (e.g., responses to Evaluation Notices, Final Proposal Revisions, etc.), the Offeror shall ensure and certify that its files are virus free.

Multimedia

The Offeror shall not embed sound or video (e.g., MPEG) files within the proposal submission.

Graphics

Large files require greater computer system resources and are discouraged. The Offeror is encouraged to:

- a. Simplify the color palette used in creating figures; and
- b. Minimize size of graphics files; and avoid scanned images

3.0 PROPOSAL CONTENT AND VOLUMES

The Offeror must present proposal information in a manner that facilitates a one-to-one comparison between the information presented and this Proposal Instruction. Proposal information must be structured so the Volume and paragraph number matches the Proposal Instructions. Volume and paragraph number provided in section Part B Specific Instructions; to which it is responding, although, the Offeror may add lower tier subparagraphs. The Offeror must provide any reason(s) it will not provide information for a particular paragraph. The proposal

information instructions are structured by paragraph numbers where first, second, third, and fourth parts correspond to the volume, book, section, and element, etc., in the Offeror's proposal.

Each volume of the proposal shall be submitted as specified in the table below. The table below supersedes the copies requested in Block 9 of the Standard Form (SF) 33. All volumes of the original proposal shall be delivered as per Section 4.0 prior to the closing date/time stated in this solicitation. Page limitations for each volume, if any, are also specified in the table below; title and table of contents pages do not count towards the page limit. Any pages submitted exceeding the page limit shall be disregarded and NOT evaluated.

Information submitted as an Annex to the proposal includes manuals, specifications, plans, procedures, and policies that exist as an official document of the company or facility, as well as other information requested in Part B Specific Instructions. Page limitations for Annexes, if any, are specified below. Offerors shall provide one folder for each volume or annex, containing all electronic files requested within the volume or annex. Please submit each volume, book, or annex as one file if possible. Offerors shall not provide each section/paragraph as separate files. The authorized Annexes are summarized in the table below.

Volume Number	Volume Title	Page Limit	Electronic Copies Required
1	Technical Sample Tasks	115 page maximum	2 Electronic Copies
	Pool 1, Sample Task	15pages	2 Electronic Copies
	Pool 2, Sample Task	20 pages	2 Electronic Copies
	Pool 3, Sample Task	20 pages	2 Electronic Copies
	Pool 4, Sample Task	20 pages	2 Electronic Copies
	Pool 5, Sample Task	20pages	2 Electronic Copies
	Pool 6, Sample Task	20 pages	2 Electronic Copies
2	Representations and Certifications	No Page limit	2 Electronic Copies
Annex 1	Corporate Experience Cross Reference Matrix (CRM)	5 Pages per Corporate Experience Contract Reference Per Pool	2 Electronic Copies
Annex 2	Attachments for Relevant Portions of Previous Efforts (as applicable)	10 pages per example per pool	2 Electronic Copies

Each volume shall contain the following information:

- Cover and title page
- Title of proposal and proposal number as applicable
- Offeror's name, address, and POC
- RFP number
- Proposal volume/book number
- Copy number
- Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)
- Use tabs and dividers

The Offeror shall submit a Cross Reference Matrix (CRM) for the Technical Volume, similar to the example below, to help ensure that all solicitation requirements are addressed and to facilitate the evaluators' review of the Offeror's proposal. The CRM should be a single integrated matrix and cross-reference the proposal volumes and paragraphs to specific RFP requirements, as well as other parts of the proposal that contain relevant information. The Offeror's CRM may be identical to the example below or revised such as to add columns to indicate the page number on which information may be found, identify where other relevant information in the proposal is located, or provide other comments. The CRM does not count against any of the proposal page limitations.

EXAMPLE OF A CROSS REFERENCE MATRIX (CRM)

Section L – Proposal Instructions	Government SOW	Section M – Evaluation Factor	Offeror’s Proposal Reference	CLIN Reference
Volume 1 Technical Sample Task	Example: Para 3.1 Note: This column shall address all paragraphs in Sections xx and xy of the SOW.	2.A	Provide reference to Offeror’s Proposal Volume I – Technical. Example: Refer to appropriate page number in Offeror’s written proposal	
Volume 2 Technical				
Volume 3 Technical				

4.0 PROPOSAL SUBMISSION:

The Offeror shall clearly mark all packages with the solicitation number. The submission date for all Volumes shall be no later than the date and time specified in Block 9 of the SF 33 of the RFP.

The Offeror shall hand carry or submit proposals via United States Postal Service or through a commercial carrier using the address provided below. The Offeror shall not submit proposals by facsimile or electronically via email.

Naval Air Warfare Center Aircraft Division
 Brandon Reaser Code: A2513005
 47060 Liljencrantz Road BLDG 433
 Patuxent River, MD
 Solicitation Number: N00421-19-R-0074

5.0 PROPOSAL PACKAGING:

The Offeror shall package the proposal volumes in cartons or equivalent packaging containers in the most efficient manner possible grouping like volumes to the maximum extent possible. Each container shall be single person portable. The container(s) shall include all proposal volumes.

Each container shall include a packing slip detailing the contents to include the volume number, title, and copy number. Also, each box should be stamped or marked “For Official Use Only” and “Source Selection Information – See FAR 2.101 and 3.104.” All proposal volumes, annexes, and attachments, both the electronic copies, shall be submitted on CD-ROM.

6.0 CLASSIFIED DATA

All proposals must be UNCLASSIFIED.

7.0 SOLICITATION CHANGES

For notice of any changes and additional information provided by the Government for the solicitation, please go to <https://beta.SAM.gov/> and search for solicitation number N00421-19-R-0074.

PART B SPECIFIC INSTRUCTIONS

1. VOLUME 1: TECHNICAL SAMPLE TASK

1.0 Understanding of the Work

- 1.1.1 Each Offeror can provide a written response to the sample task in as many of the Pools below that fits the Offeror's capabilities. Small Business concerns may propose to any of the sample tasks in any Pool. Only Small Business concerns may propose to the sample task in Pool 1 "System Accreditation and Certification." Unique methods of resolving problems identified in the sample task in each Pool is encouraged; however, Offerors should be mindful of the need for timely accomplishment of task assignment objectives with minimal risk to program technical achievement, schedule, and cost.

In any Pool addressing system design the Offeror shall include commercial "best practices." In all Pools, the Offeror's proposed solution shall adhere to Government requirements regarding classified information processing (SOW 3.2). Utilize the SOW matrix in Section C to correlate which SOW paragraphs apply to each Pool. Each response shall include the following information and follow this outline:

- 1) Team. Identify the contractor team members, by labor category, that are required for successful performance of the task, and if applicable, describe the roles and responsibilities of any subcontractors, and/or Joint Venture (JV) team members required to perform the work. Identify certification requirements for individual team members assigned to the task, if applicable.
- 2) Assumptions. Detail all assumptions (as applicable) relative to the sample task and your technical approach to ensure full understanding of your response by the Government.
- 3) Technical approach. Provide a detailed description of the technical approach, including a step-by-step procedure and methodology which would be used in accomplishing the task (except in Pool #6).
- 4) Quality: Provide approach, process, and tools for ensuring quality of products across the effort. Include any requirements verification, material handling, integration, testing, cyber resilience that are applicable to the work being performed as well as additional quality approach, processes, and tools that would be required in completion of the task.
- 5) Performance risk analysis. Identify contingent events inherent to the nature of the effort that could, if they were to occur, endanger satisfactory performance. Offeror is encouraged to focus on critical events that are realistically likely to occur and that would pose serious problems, rather than trying to identify every event that could cause some minor difficulty. Offeror shall recommend mitigation strategies to better ensure project success.
- 6) Work Breakdown Structure (WBS)/Integrated Master Schedule (IMS). Provide a detailed schedule of events and briefly describe each activity with its inputs and outputs and the interrelationships and interdependencies among the activities (SOW 3.3.5).
- 7) Identify any models and tools required for accomplishment of the task.

- 8) Progress tracking. Identify any processes used to track progress towards completion of task (SOW 3.3.5).
- 9) Reports. Provide a list of reports(s) necessary to document the task.
- 10) Level of Effort (LOE). Provide an outline of hours by labor category required to complete the task; Offeror shall not include any cost information.
- 11) As applicable, Offerors may provide up to five (5) examples per pool of previous efforts to substantiate or demonstrate execution of the proposed approach. Examples of previous efforts can be narratives within the scenario with supporting attachments to the proposal (Statement of Work, Performance Work Statements including Contract Number, Purchase Orders including Contract Number, etc.) in Annex 1.

Pool #1 Small Business Set-Aside Sample Task - TBD

Pool #2 Sample Task - TBD

Pool #3 Sample Task - TBD

Pool #4 Sample Task - TBD

Pool #5 Sample Task - TBD

Pool #6 Sample Task - TBD

2.0 VOLUME 2: REPRESENTATIONS AND CERTIFICATIONS

The Offeror shall include the following in this volume:

2.1 Completed and signed SF33 for basic solicitation and each amendment, including completion of any RFP clause or provision that requires a fill-in or response.

2.2 Signed Representations, Certifications and Acknowledgements and/or On Line Representations and Certifications Application (ORCA) reference. The Offeror shall include an OCI disclosure and OCI Mitigation Plans in volume 2, if applicable based on Offeror's completion of NAVAIR Provision 5252.209-9511.

2.3 Guarantee the length of proposal validity (at least 180 days from proposal submission due date).

3.0 Incumbent Information: N/A. This is a new requirement.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Unique Entity Identifier	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016

52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	APR 2014
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	MAR 2015
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.215-7008	Only One Offer	JUL 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that--

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

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

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

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

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if

applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Multiple Award Indefinite Delivery/Indefinite Quantity Cost Plus Fixed Fee (CPFF) and Firm Fixed Price (FFP) contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Christopher Pennini, A251300, 47060 Liljencrantz Road, Bldg 433, Patuxent River, MD, 20670

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

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

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

<https://www.acquisition.gov/far/> or <http://www.farsite.hill.af.mil/>.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

5252.209-9513 ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS (SERVICES) (NAVAIR)(JUN 1993)

(a) In accordance with FAR 9.507-1, the potential conflict of interest for this solicitation in the Contracting Officer's judgment would involve any prime contractor, subcontractor, co-sponsor, parties to a joint venture, consultant or other legal entity (1) who because of activities or relationships is unable to render impartial assistance or advice to the Government, or (2) whose objectivity in performing the contemplated contract work is or might otherwise be impaired, or (3) who has an unfair competitive advantage in regards to [Insert description of weapons system involved and contractor activities that are suspect, i.e., drafting specifications, planning requirements etc.].

(b) This solicitation contains special provision clause in Section H entitled, "Organizational Conflicts of Interest", which is to appear in the awarded contract.

(c) If the offeror has checked Block one of the NAVAIR 5252.209-9511, "Conflicts of Interest Representation" in Section K, indicating a potential conflict exists, the offeror shall in accordance with the 5252.209-9510, "Organizational Conflict of Interest" clause in Section H, disclose any and all information necessary to ascertain whether an organizational conflict of interest does exist, and if so, whether a waiver should be requested.

(d) The offeror shall take all reasonable steps to obtain documentation of organizational conflicts of interest, and shall cooperate fully with the Government in resolving such issues expeditiously.

(e) Along with responses to this solicitation, offerors must either (1) submit the following information concerning any existing or planned contracts with, or interests in, the suppliers and/or equipment identified in Attachment [Insert attachment number]; or (2) state that to the best of the offeror's knowledge no such interest or contract exists:

(1) a description of the conflict of interest (e.g., weapons systems supplier(s), corporate restructuring, first-tier subcontractor(s)) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

(f) Documentation referred to above may be submitted in advance of proposal submission but must be submitted no later than the closing date for receipt of offers.

(g) Disclosure of Potential Conflict of Interest by Offerors.

(1) The offeror agrees to disclose, in writing and prior to the closing date for receipt of offers, any relevant facts pertaining to work previously performed or presently being performed by the offeror under private and Government contracts wherein the subject matter includes systems, components, technology, or services identical or similar to that encompassed by the proposed contract and which might give rise to the appearance of an organizational conflict of interest. Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed.

(2) If any of the contracts identified pursuant to subparagraph (g)(1) contain an Organizational Conflict of Interest Provision, the offeror may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

(3) Any documentation submitted pursuant to this subparagraph shall identify this procurement by IFB/RFP or other appropriate number as a reference and shall be forwarded to:

Naval Air Warfare Center AD (PAX)

Bldg 433, 47060 Liljencrantz Road Patuxent River, MD 20760

ATTN: Organizational Conflict of Interest Material

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(h) The Contracting Officer will determine whether such interests or contracts present potential organizational conflicts of interest that should preclude award to the offeror.

5252.215-9503 ANTICIPATED AWARD DATE (NAVAIR)(FEB 1995)

The anticipated award date for this requirement is **28 December 2020**. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

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

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

5252.227-9508 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (APR 1998)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contractor is a U.S. citizen, or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows or no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(6) The U.S. contractor itself is not debarred, suspended, or otherwise determined ineligible by any agency of the U.S. Government to perform on U.S. Government contracts, has not been convicted of export control law violations, and has not been disqualified under the provisions of this Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Information Services (DLIS), Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and section 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLIS.

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

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

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

***The Chief of the Contracting Office: 21983 Bundy Road, Building 441, Patuxent River, MD 20670**

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

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

M - (1) EVALUATION FACTORS FOR AWARD (SERVICES) (September 2019)

PART A: GENERAL INFORMATION

1.0 GENERAL

The Government expects to select more than one offeror whose proposal is technically evaluated as “acceptable” to the Government. Since the Government’s baseline MAC requirements are broad in scope and not clearly defined, technical capability and technical risk considerations will play a dominant role in the MAC source selection. As such, each and all offerors that are determined to be a responsible source and submit a technically acceptable proposal that conforms to the requirements of the solicitation will be issued a MAC award.

2.0 EVALUATION PROCESS

For the Technical factor, a combined Technical and Risk rating will be assigned. This method determines if the proposal meets or does not meet the minimum requirements. Assessment of technical risk considers the potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. Offerors are advised that during the evaluation process, a technical factor with an “Unacceptable” Risk Rating may result in the entire proposal being found unacceptable and eliminated from the competition.

3.0 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated using the factors listed below.

1) TECHNICAL SAMPLE TASK

PART B: SPECIFIC INFORMATION

1.0 TECHNICAL SAMPLE TASK

The evaluation will include an assessment of the following:

The Government will evaluate the Offeror’s proposal to determine if the Offeror’s understanding and approach is in compliance with and meets solicitation requirements. This assessment will include the following:

The Government will evaluate the Offeror’s sample task responses to determine if the proposed approach meets the sample task requirements and is deemed a moderate or low risk based upon the information provided in response to the instructions provided in Section L.

PART C: EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS

The definitions below will be used by the Government when assessing solicitation compliance and the expected results of the offeror's proposed approach. The appropriate adjectival rating will be assigned to each factor and subfactor, as required. The Government will utilize a combined technical/risk rating for this effort.

1.0 TECHNICAL EVALUATION RATINGS

Combined Technical/Risk Ratings: The combined technical/risk assignments are provided in the table below.

Adjectival	COMBINED TECHNICAL/RISK RATING
Rating	Description
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Unacceptable	Proposal has not demonstrated an adequate approach and understanding of the requirement, and/or risk of unsuccessful performance is high.

2.0 OTHER DEFINITIONS

Strengths: An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance. (FAR15.001)

Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance. (FAR 15.001)

Deficiency: a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level. (FAR 15.001)

Risk: as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

Risk Reducer: An aspect of an Offeror's proposal that reduces risk in a way that will advantageous to the Government during contract performance.