

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   116	
2. CONTRACT NO.		3. SOLICITATION NO. N0042120R0117	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVAL AIR WARFARE CENTER AD (PAW) BLDG 433, 47060 LILJENCRAVANTZ ROAD PATUXENT RIVER MD 20670		CODE N00421	8. ADDRESS OFFER TO <b>See Item 7</b>		(If other than Item 7)	CODE	
TEL:		FAX:		TEL:		FAX:	

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

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 02:00 PM local time 16 Apr 2020  
(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
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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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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### 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
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	
CODE		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE
TEL:		(Signature of Contracting Officer)	
EMAIL:			

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

## Section A - Solicitation/Contract Form

NOTES

1. Cost Plus Fixed Fee (CPFF) Term Level of Effort (LOE) task orders (to include COST type CLINs for Other Direct Charges (ODCs)) will be issued under this Single Award (SA) Indefinite Delivery Indefinite Quantity (IDIQ) contract. NAVAIR clause 5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR) (DEC 2012) will be included in applicable LOE task orders.
2. The Product Service Code (PSC) for this procurement is K058 Modification of Equipment – Communication, Detection, and Coherent Radiation Equipment. The North American Industry Classification System (NAICS) code for this acquisition is 541330.
3. This contract will have a five-year ordering period with the possibility of a six-month option with execution of the 52.217-8. Task Orders (TOs) will be issued as required and the PoP will be determined upon award of each TO.
4. In accordance with NAVAIR Clause 5252.216-9506, the maximum value of this contract is the sum of the maximum values of the priced CLINS.
5. A Lot is defined as a five-year ordering period for a specific CLIN to include all associated task orders placed during the ordering periods.
6. The contractor will be required to have a SECRET facility clearance and a SECRET clearance for personnel identified in Section C Statement of Work (SOW) paragraph 3.2.2 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.

POINTS OF CONTACT

Contract Specialist: Kelsey Buell

Phone: 301-757-0480

E-mail: [kelsey.buell@navy.mil](mailto:kelsey.buell@navy.mil)

Procuring Contracting Officer: Stacey MacMillan

Phone: 301-757-0463

E-mail: [stacey.macmillan@navy.mil](mailto:stacey.macmillan@navy.mil)

## Section B - Supplies or Services and Prices

### DESCRIPTION/NEGOTIATED RATES

At the IDIQ level, CLINs 1000 and 2000 will contain the overall ceiling for CLINs 1001-1003 and 2001-2004, respectively. Not Separately Priced (NSP) CLINs on the Basic IDIQ Contract will be separately priced at the Task Order Level.

### B-1 NEGOTIATED RATES

#### **B.1 Streamlined Ordering for Cost Plus Fixed Fee Term LOE Orders**

LOE Orders will be issued under this contract using the following streamlined ordering procedures:

- (1) For each proposed order, the contracting officer will provide the contractor with a Task Order (TO) and an Independent Government Cost Estimate (IGCE). The IGCE is an estimate of labor hours by labor category utilizing the estimated and negotiated Composite Labor rates Table below to calculate the total estimated cost for the proposed TO. The TO fixed fee is calculated using Section H Clause 5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR).
- (2) These Composite rates are estimates, and invoicing will be based on actual costs incurred. Ceiling for Other Direct Costs (ODC) will be priced in accordance with the Government estimate. TOs crossing multiple years will be estimated by the Government using the composite rates for each year in proportion to the period of performance of the TO.
- (3) Requirements for contractor response:
  - (i) If the contractor agrees that it can perform the TO within the parameters of the IGCE, the contractor shall sign and return the DD1155 to the contracting officer within three (3) working days of receipt of the TO and IGCE. If the requirement remains valid, a priced order will be issued to the contractor.
  - (ii) If the contractor does not agree with the TO and/or IGCE, the contractor shall submit a proposal to the contracting officer within five (5) working days of receipt of the TO and IGCE, addressing only the specific areas of difference in labor categories and/or hours in the IGCE. Once the differences are resolved between the contracting officer and the contractor, and the requirement remains valid, a priced order will be issued to the contractor.
  - (iii) If the contractor fails to respond to the proposed order within five (5) working days of receipt of the TO, the contracting officer may unilaterally issue the TO or extend the deadlines above when in the best interest of the Government.

<b>B-1 NEGOTIATED RATES (Exclusive of Fee)</b>					
<b>Government Site</b>	Year 1 01 July 2020 – 30 June 2021	Year 2 01 July 2021 – 30 June 2022	Year 3 01 July 2022 – 30 June 2023	Year 4 01 July 2023 – 30 June 2024	Year 5 01 July 2024 – 30 June 2025
<b>Labor Category</b>	Composite Rate	Composite Rate	Composite Rate	Composite Rate	Composite Rate
Manager/Operations Managers, Senior*					
Electrical Engineers, Senior*					
Program/Project/Management Analyst, Senior					

**\*Indicates Key Personnel**

<b>B-1 NEGOTIATED RATES (Exclusive of Fee)</b>					
<b>Contractor Site</b>	Year 1 01 July 2020 – 30 June 2021	Year 2 01 July 2021 – 30 June 2022	Year 3 01 July 2022 – 30 June 2023	Year 4 01 July 2023 – 30 June 2024	Year 5 01 July 2024 – 30 June 2025
<b>Labor Category</b>	Composite Rate	Composite Rate	Composite Rate	Composite Rate	Composite Rate
Manager/Operations Managers, Senior*					
Electrical Engineers, Senior*					
Electrical Engineers, Journeyman*					
Electrical Engineers, Junior					
Electronics Technician I, Maintenance					
Computer Network Support Specialists, Journeyman					
Computer Network Support Specialists, Junior					
Program/Project/Management Analyst, Senior					
Program/Project/Management Analyst, Journeyman					
Program/Project/Management Analyst, Junior					
General Clerk, I					
Financial Analysts, Journeyman					

**\*Indicates Key Personnel**

**TABLE TO BE COMPLETED AT TIME OF AWARD\*\*\***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	Labor (Ceiling for CLINs 1001-1003) CPFF Ship, Air, and Combat Identification and Integration support services in accordance with Section C SOW FOB: Destination PSC CD: K058				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Labor (FMS) CPFF Labor (FMS) in support of CLIN 1000 in accordance with Section C SOW (NSP from CLIN 1000) FOB: Destination PSC CD: K058				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Labor (PROC) CPFF Labor PROC in support of CLIN 1000 in accordance with Section C SOW (NSP from CLIN 1000) FOB: Destination PSC CD: K058				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Labor (O&M) CPFF Labor (O&M) in support of CLIN 1000 in accordance with Section C SOW (NSP from CLIN 1000) FOB: Destination PSC CD: K058				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2000	ODC's (ceiling for CLINs 2001-2003) COST ODC's in support of Labor CLIN 1000 in accordance with Section C SOW FOB: Destination PSC CD: K058				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	ODC's (FMS) COST ODC's (FMS) in support of Labor CLIN 1001 in accordance with Section C SOW (NSP from CLIN 2000) FOB: Destination PSC CD: K058				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	ODC's (PROC) COST ODC's (PROC) in support of Labor CLIN 1002 in accordance with Section C SOW (NSP from CLIN 2000) FOB: Destination PSC CD: K058				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	ODC's (O&M) COST ODC's (O&M) in support of Labor CLIN 1003 in accordance with Section C SOW (NSP from CLIN 2000) FOB: Destination PSC CD: K058				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Delivered Contractor Acquired Property COST Delivered Contractor Acquired Property (CAP) under CLINs 2001-2003, in accordance with Section B SOW paragraph 3.1.5.2 (NSP from CLIN 2000) FOB: Destination PSC CD: K058				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3000	Data FFP Data to support CLIN 1000, in accordance with DD Form 1423, Contract Data Requirements List (CDRL) (Exhibit A) FOB: Destination PSC CD: K058				

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NET AMT

CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)(DEC 2012)**

(a) The level of effort estimated to be ordered during the term of this contract is **240,000** man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

**\*\*TO BE SPECIFIED IN INDIVIDUAL TASK ORDER**

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the contract/order is actually expended by the end of the performance period, the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort.

(d) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at other non-work locations.

(e) In performing the contract/order, the contractor may use any reasonable combination of hours for the labor categories in support of section C of this contract/order.



## Section C - Descriptions and Specifications

STATEMENT OF WORK**Ship, Air, and Combat Identification and Integration**

## 1.0 Scope:

This Statement of Work (SOW) identifies the engineering support services that are required to integrate the Mark XIIA Mode 5 Identification Friend or Foe (IFF) capabilities into MH-60R/S, AH-1Z, UH-1Y, E-2C, E-2D, C-2A, P-3, H-53, MV-22, F/A-18C/D/E/F, EA-18G, VH-60N, VH-3D, MQ-8B, and additional naval air platforms as the funding and requirements are secured. This effort will include engineering services in support of the Naval Air Warfare Center Aircraft Division (NAWCAD) Combat Integration & Identification Systems (CI&IDS) Division. Engineering services include project management; system integration engineering; design and feasibility evaluation; component and system design engineering; system testing and evaluation; platform integration; platform testing and evaluation; and software engineering. A list of systems and equipment which is typical, but not all inclusive, for which these services are required include:

AN/APX-111(V) Combined Interrogator Transponder (CIT)

AN/APX-118(V) Transponder Set

AN/APX-123(V) Transponder Set

Fleet IFF

Mark XIIA Mode 5 IFF

Secondary Surveillance Radar (SSR) Mode S

AN/UPM-155 Radar Test Set (RTS)

AN/USM-708 Communications/Navigation RF Avionics Flightline Tester (CRAFT)

AN/USM-719 Ramp Test Set

TS-4530 Flight Line Test Set

IFF-45TS Mark XIIA/TACAN Bench Test Set

AN/USQ-131B Memory Loader-Verifier Set

IFF Microtransponder

The services performed on this Contract will support CI&IDS tasking for programs sponsored by the Naval Air Systems Command (NAVAIR), Naval Sea Systems Command (NAVSEA), other Department of Defense (DoD) activities, and Foreign Military Sales (FMS) customers. The Contractor shall provide services and support to various FMS Case Identifiers pursuant to export controls detailed in the *Arms Export Control Act of 1976* as amended (*USC Title 22, Chapter 39*) and the *Foreign Assistance Act of 1961 (USC Title 22, Chapter 32)*. Such services may include, but are not limited to: shipping of systems, components, and parts; provision of training and training materials; provision of technical manuals; revision and sanitation of documentation for Foreign Disclosure purposes; provision of technical assistance by phone, electronic mail, or on-site support at the pertinent host country or on the host country's platforms; development and/or review of FMS program schedules and technical documentation such as Engineering Change Proposals (ECPs); development and conduct of sub-system and system level test procedures; and participation in meetings and discussions supporting FMS case development, execution, and closure.

During the performance of this Contract, the Contractor may be required to handle, store, and ship small quantities of lithium bromide batteries. The Contractor shall have the means and ability to ship hazardous and nonhazardous materials In Accordance With (IAW) state and federal laws to and from any sites to accomplish the work.

## 2.0 Applicable documents:

The following documents are provided for reference only. Unless otherwise specified, the revision level and date of each document, specification, or standard cited or referred to, shall be the one that is listed in the DoD ASSIST Database (<http://assistdocs.com/search>) in effect on the date of Task Order (TO) issuance. Equipment specific documents for all of the equipment listed in Paragraph 1.0 will be provided or made available to the Contractor for performance of assigned tasks.

## 2.1 Military and DoD Specifications.

- 2.1.1 *DoD 5220.22-M, National Industrial Security Program Operating Manual, (NISPOM), 28 Feb 2006.*

- 2.1.2 *SECNAV M-5510.36, Information Security Program, 30 Jun 2006.*
- 2.1.3 *DoDM 5200.01, DoD Information Security Program: Controlled Unclassified Information (CUI) Vol. 4 (enclosure 3 pages 11-18) 24 Feb 2012.*
- 2.1.4 *DoDM 5400.07, Freedom of Information Act (FOIA) Program, Sep 1998.*
- 2.1.5 *DoDI 5230.24, Distribution Statements on Technical Documents, Change 3, 28 Apr 2016.*
- 2.1.6 *SECNAV M-5510.30, Personnel Security Program, Jun 2006.*
- 2.1.7 *OPNAVINST 3440.17A, Navy Installation Emergency Management Program, 1 Aug 2014.*
- 2.1.8 *MIL-D-23140D Drawings, Installation Control, for Shipboard Electronic Equipment.*
- 2.1.9 *MIL-DTL-24784/4C Commercial-off-the-shelf (COTS) Equipment Manual Requirements.*
- 2.1.10 *MIL-P-24534A NOT1 Planned Maintenance System: Development of Maintenance.*
- 2.1.11 *Requirement Cards, Maintenance Index Pages and Associated Documentation.*
- 2.1.12 *DoD AIMS 97-900 Performance/Design and Qualification Requirements, Mode 4 Input/Output Data, 18 March 1998.*
- 2.1.13 *DoD AIMS 97-1000 Performance/Design and Qualifications Requirements (with Addendums 1 & 2) Technical Standard for the ATCRBS/IFF/Mark XII, Electronic Identification System and Military Mode S, 18 March 1998.*
- 2.1.14 *DoD AIMS 04-900(A) Performance/Design and Qualification Requirements, Cryptographic Interface Standard for the Mode 4/5 Cryptographic Computer, 22 January 2009.*
- 2.1.15 *DoD AIMS 03-1000A Performance/Design and Qualification Requirements, Technical Standard for the ATCRBS/IFF/Mark XIIA, Electronic Identification System and Military Implementation of Mode S, through Change Notice 3, 11 March 2010.*
- 2.1.16 *DoD AIMS 03-1000B - Performance/Design and Qualification Requirements, Technical Standard for the ATCRBS/IFF/Mark XIIA Electronic Identification System and Military Implementation of Mode S, 24 January 2013.*
- 2.1.17 *DoD AIMS 03-1000C - Performance/Design and Qualification Requirements, Technical Standard for the ATCRBS/IFF/Mark XIIA Electronic Identification System and Military Implementation of Mode S, 4 April 2018.*
- 2.1.18 *DoD AIMS 17-1000 - Performance/Design and Qualification Requirements, Technical Standard for the Mark XII B Electronic Identification System, 4 April 2018.*
- 2.1.19 *MIL-STD-461F Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment, 10 December 2007.*
- 2.1.20 *MIL-STD-882E System Safety, 11 May 2012.*
- 2.1.21 *MIL-STD-1553B Digital Time Division Command/Response Multiplex Data Bus, Change Notice 4, 15 January 1996.*
- 2.1.22 *MIL-STD-2217(3) Memory Loader/Verifier Multiplex Bus Interface with Avionic Systems, Requirements for, 22 February 2005.*
- 2.1.23 *MIL-STD-704() Aircraft Electrical Power Characteristics.*
- 2.2 DoD standards.
  - 2.2.1 *DoD-STD-2106 Development of Shipboard Industrial Test Procedures.*
  - 2.2.2 *DoD AIMS 03-1000A/B/C TECHNICAL STANDARD FOR THE ATCRBS/IFF/MARK XIIA ELECTRONIC IDENTIFICATION SYSTEM AND MILITARY IMPLEMENTATION OF MODE S.*
  - 2.2.3 *DoD AIMS 17-1000 Technical Standard for the Mark XII B Electronic Identification Standard.*

- 2.2.4 *MIL-STD-167/1A, DOD TEST METHOD STANDARD: MECHANICAL VIBRATIONS OF SHIPBOARD EQUIPMENT.*
- 2.3 Other Government documents (e.g. Naval Air Systems Command (NAVAIR) Documents).
  - 2.3.1 *NAVAIRWARCENACDIV Metrology Calibration (METCAL) Program Instruction 13640.1B NAVAIR Instruction A.*
  - 2.3.2 *NAVAIRWARCENACDIV Procurement, Calibration, and Repair of General Purpose Instruction 13900.2A.*
  - 2.3.3 *OPNAVINST 4790.2J The Naval Aviation Maintenance Program (NAMP).*
  - 2.3.4 *NAVAIRINST 4355.19E Systems Engineering Technical Review Process.*
  - 2.3.5 *NAVAIRINST 4130.1E NAVAIRSYSCOM Configuration Management Process.*
  - 2.3.6 *STANAG 4193 Recommended Waveforms for Improvement of the Mark XII Identification Friend-or-Foe System Outline and Installation (KIT-1C), Parts I through IV. Parts V and VI apply to the AN/APX-123(V).*
  - 2.3.7 *NASPAXRIV Instruction 5510.15, Regulations Governing Admission to Naval Air Station, Patuxent River, Webster Field, and Navy Recreation Center Solomons.*
  - 2.3.8 *SOP4K200T-021 AD-4.11.2 CI&IDS Division Security.*
- 2.4 Industry documents.
  - 2.4.1 *IEEE/EIA J-STD-016 Trial Use Standard for Information Technology, Software Life Cycle Processes, Software Development, Acquirer-Supplier Agreement.*
  - 2.4.2 *IEEE Standard 830-1998 Software Requirements Specifications. Continue to cover all other industry documents.*
  - 2.4.3 *IEEE Standard 829-2008 Standard for Software Test Documentation.*
  - 2.4.4 *IEEE Standard 730-2002 Standard for Software QA Plans.*
  - 2.4.5 *IEEE Standard 828-2012 Standard for Software Configuration Management Plans.*
  - 2.4.6 *ISO/IEC 15288:2008 Systems and Software Engineering – System Life Cycle Processes.*
  - 2.4.7 *ISO/IEC 26702:2007 Systems Engineering – Application and Management of the Systems Engineering.*
  - 2.4.8 *ISO/IEC 12207:2008 Standard for Information Technology - Software Life Cycle Processes process.*
  - 2.4.9 *ISO 9001:2015 Quality Management Systems.*
  - 2.4.10 *ARINC 429 Mark 33 Digital Information Transfer System (DITS).*
  - 2.4.11 *ICAO Annex 10 International Standards and Recommended Practices for Aeronautical Telecommunications.*
  - 2.4.12 *ICAO 9688 Manual for Mode S Specific Services.*
  - 2.4.13 *RTCA/DO-181() Minimum Operational Performance Standards for Air Traffic Control Radar Beacon System/Mode Select (ATCRBS/MODE S) Airborne Equipment.*
  - 2.4.14 *RTCA/DO-260() Minimum Operational Performance Standards for 1090 MHz Automatic Dependent Surveillance – Broadcast (ADS-B).*
  - 2.4.15 *ICAO 9284 International Civil Aviation Organization (ICAO) Technical Instruction for the Safe Transport of Dangerous Goods by Air.*
  - 2.4.16 *IATA DGR International Air Transport Association (IATA) Dangerous Goods Regulations (DGR) IATA Lithium Battery Guidance Document – 2013Labor.*

### 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 of SECRET. The current operating environment required for this Contract includes:

- Microsoft Windows 16
- Microsoft Project 2016
- Microsoft Office Professional Plus 2016
- Adobe Acrobat XI (reader)
- Internet access

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 ensure that all media are virus free when delivered. The Contractor shall be capable of Internet and Local Area Network (LAN) communications with CI&IDS. Contractor personnel shall be capable of maintaining real-time communications, both voice and data transfer capabilities, with CI&IDS during working hours whether at Contractor work site or on travel.

#### 3.1.2 Work location and facilities.

- 3.1.2.1 Work location. Approximately 20% of work will be performed at Government site and 80% of work to be performed at Contractor site. Government site(s) include Naval Air Station (NAS) Patuxent River Webster Outlying Field St Inigoes, MD and a warehouse that is located at Willows Run in Lexington Park, MD. Contractors performing on-site support will be provided access to workspaces, telephones, printers, facsimile machines, copy machines, shredders, computers, and network access including web servers and applicable databases or other applications necessary to carry out assigned tasks.
- 3.1.2.2 Meeting support. In support of the tasking outlined in this SOW, the Contractor shall have the capability to support meetings at the classification levels up to SECRET with the capacity to support a minimum of twenty (20) persons and have Contractor furnished telephone and Video Tele-Conference (VTC) capability as well as sufficient equipment to conduct meetings with presentations including compatible software as required in section 3.1.1. This support shall be provided within a fifty (50) mile driving distance of the Government Program Office location at CI&IDS NAS Patuxent River Webster Outlying Field St Inigoes, MD.

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

- 3.1.3.1 The Contractor shall provide a progress and financial status report IAW the Contract Data Requirement List (CDRL). The report shall include work accomplished since submittal of the last report, both monthly and cumulative man-hour labor costs expended by labor category and material and travel costs. (CDRL A001)
- 3.1.3.2 The Contractor shall prepare and deliver Segregation of Cost and Invoice Requirements. (CDRL A012)
- Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year for the work performed during the previous FY.
- 3.1.3.3 The Contractor shall, for each TO, prepare and deliver Engineering and Technical Services Report (CDRL A004) and Performance and Cost Report. (CDRL A010)
- 3.1.3.4 The Contractor shall prepare and deliver a Labor Mix Report. (CDRL A013)
- 3.1.3.5 The Contractor shall prepare and deliver an Organizational Report. (CDRL A013)

#### 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 30-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–Friday. Core hours are 0900 to 1500 Monday through Friday, and weekend work may be required.

- 3.1.4.1.1 CWS. CWS is an alternative work schedule to the traditional five (5) eight and a half (8.5) hour workdays (which includes a 30-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 30-minute lunch), one (1) weekday is alternately worked as eight and a half (8.5) hours (which includes a 30-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 provided the requirements of this SOW are met. 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 as required by the Government to the Contracting Officer's Representative (COR)/Alternate 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 above 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 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).

3.1.5 Other Direct Costs (ODCs) (CLINs 2000-2003).

- 3.1.5.1 Travel. Travel may include general and administrative expenses, but shall not include profit. Temporary travel to other locations in support of program tasking is required. If required, temporary travel locations include:

- (1) Charleston, SC
- (2) Jacksonville, FL
- (3) Mayport, FL
- (4) Key West, FL
- (5) Point Mugu, CA
- (6) San Diego, CA
- (7) Twentynine Palms, CA
- (8) China Lake, CA
- (9) Lemoore, CA
- (10) Kaneohe Bay, HI
- (11) Robins AFB, GA
- (12) Long Island, NY
- (13) Norfolk, VA
- (14) Huntsville, AL
- (15) New Orleans, LA

This list is not all inclusive as locations may change over the life of the Contract.

The Government will reimburse the Contractor for allowable travel costs, exclusive of fee, incurred by the Contractor in performance of the Contract IAW *FAR Subpart 31.2* and with rules set forth for temporary duty travel in the *DoD Joint Travel Regulations, Volume II*, for civilian personnel. Travel and subsistence are authorized for travel beyond a 50-mile radius of the Contractor's place of performance whenever a task assignment requires work to be accomplished at a temporary alternate work site. The Contractor is responsible for making all travel arrangements for its personnel. The costs associated with obtaining passports for Contractor personnel shall not be billed as a direct charge to this Contract. A trip report shall be delivered within ten (10) days after each trip is completed. (CDRL A002)

3.1.5.2 Material. 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.

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 will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances will 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. All direction and clarification on work contained in this SOW shall come from the COR and/or the NAWCAD Contracts Office.

3.1.8 Transition out strategy.

The Contractor's overall transition out strategy shall be built around maintaining the mission of CI&IDS with minimal impact, not only in terms of timeliness of performance but also to ensure that critical data and knowledge transfer occurs. Upon termination or expiration of the Contract, the Contractor shall ensure an orderly transition of responsibilities, while minimizing impact to the operation. The Contractor shall submit a Transition Out Plan, to include the minimum elements listed below. (CDRL A003)

- Work turnover. The Contractor shall provide a plan of action to effectively transfer tasked work that is in process at the expiration or termination of the Contract to the successor company. Establish and maintain effective communication with the incoming Contractor or Government personnel for the period of transition via weekly status meetings.
- Quality Assurance (QA). The Contractor shall provide a plan of action to ensure continuation of quality review processes during the transition period to the successor company.
- Risk mitigation strategies. The Contractor shall provide a plan of action to mitigate contract performance risks (quality and schedule) encountered during the transition period.

- Data/information transfer. The Contractor shall provide a plan of action for the efficient inventory and transfer of program data to the successor company.

3.2 Security.

3.2.1 Citizenship requirements. Only U.S. citizens may perform under this Contract, unless waived. 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:

- 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.

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 SECRET, with a safeguarding level of SECRET. 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 (Controlled Unclassified Information (CUI); For Official Use Only (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 *DoDM 5200.01 DoD Information Security Program: CUI Vol. 4 enclosure 3 pages 11-18* available at [http://www.dtic.mil/whs/directives/corres/pdf/520001\\_vol4.pdf](http://www.dtic.mil/whs/directives/corres/pdf/520001_vol4.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*.

Proof of U.S. citizenship is required to be permitted access to Government installation, aircraft, and ships. Minimum clearance requirements for this Contract are listed in the table below. Clearances should be attained within the periods specified in the below table, interim clearances are acceptable.

Labor Category (LCAT)	Minimum level of clearance required	Days after contract award to attain clearance (interim clearances are acceptable)	Minimum number of personnel in LCAT requiring clearance
Manager/Operations Managers, Senior*	Secret	90	1

Electrical Engineers, Senior*	Secret	90	3
Electrical Engineers, Journeyman*	Secret	90	5
Electrical Engineers, Junior	Secret	90	2
Electronics Technician I, Maintenance	Secret	90	7
Computer Network Support Specialists, Journeyman	Secret	90	1
Computer Network Support Specialists, Junior	Secret	90	1
Program/Project/Management Analyst, Senior	Secret	90	1
Program/Project/Management Analyst, Journeyman	Secret	90	1
Program/Project/Management Analyst, Junior	Secret	180	1
General Clerk I	Secret	180	1
Financial Analysts, Journeyman	Secret	180	1

\*Key Personnel

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

- 3.2.3.1 SAAR-N. All Contractor personnel requiring access to Government IT systems shall have an approved SAAR-N Form *OPNAV 5239/14 Rev Sep 2011* on file and complete required *Annual Information Awareness Training*. New employees must submit their SAAR-N forms within thirty (30) days of their first day of work. Instructions for processing the SAAR-N forms are available at: [https://www.navsea.navy.mil/Portals/103/Documents/NSWC\\_Carderock/OPNAV-5239-14-SAAR-N.pdf](https://www.navsea.navy.mil/Portals/103/Documents/NSWC_Carderock/OPNAV-5239-14-SAAR-N.pdf). SAAR-N forms shall be submitted to the COR, Government TPOC, or to the assigned Government Trusted Associate Sponsorship System (TASS) Trusted Associate.
- 3.2.3.2 CACs/local badges. Contractor CACs and facility specific identification badges will be issued by the Government to on-site Contractor personnel and shall be visible at all times while personnel are at the Government site. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to *SOP4K200T-021 AD-4.11.2 CI&IDS Division Security*. All CACs and identification badges issued to Contractor employees shall be returned to the Government Security Department at the Government site IAW *NASPAXRIV Instruction 5510.15, Regulations Governing Admission to Naval Air Station, Patuxent River, Webster Field, and Navy Recreation Center Solomons* following completion of the Contract, relocation, termination of an employee, or upon request from the COR. The Government will provide the Contractor access to Government facilities, as required, for performance of tasks under this Contract. Contractor personnel shall comply with *SOP4K200T-021 AD-4.11.2 CI&IDS Division Security*.
- 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 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 *SOP4K200T-021 CI&IDS Division Security*.
- 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 PEO and through the 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 (IA) and Communications Security (COMSEC). The OPSEC program shall be IAW *National Security Decision Directive (NSDD) 298 (CDRL A009)* 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 on board 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.

- 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.

- 3.3 Technical requirements. The following paragraphs describe services to be performed under this Contract. Services shall require performance at the Contractor's facilities, at Government or other Contractor facilities and laboratories, and aboard U.S. Navy or other DoD platforms and those of FMS customers.

3.3.1 System integration.

3.3.1(a) (CLINs 1000, 1001) The Contractor shall analyze and review requirements, identify integration functions necessary to meet requirements, and provide results. Identify and suggest corrective actions for interface discrepancies, and provide results. Liaison with system and equipment technical representatives, attend program and technical reviews as determined by the government team lead, and provide minutes during all phases of the project lifecycle to support foreign military sales customers. Applicable to SOW paragraphs 3.3.1.1 – 3.3.1.21.

3.3.1(b) (CLINs 1000, 1002) The Contractor shall analyze and review requirements, identify integration functions necessary to meet requirements, and provide results. Identify and suggest corrective actions for interface discrepancies, and provide results. Liaison with system and equipment technical representatives, attend program and technical reviews as determined by the government team lead, and provide minutes during the production and modernization phases of the project lifecycle. Applicable to SOW paragraphs 3.3.1.1 – 3.3.1.21.

3.3.1(c) (CLINs 1000, 1003) The Contractor Shall monitor requirements, identify integration functions necessary to meet requirements, and provide results. Provide in-service engineering by monitoring and modifying interface discrepancies, and provide results. Liaison with system and equipment technical representatives, attend program

and technical reviews as determined by the government team lead, and provide minutes during the operation and maintenance phase of the project lifecycle. Applicable to SOW paragraphs 3.3.1.1 – 3.3.1.21.

- 3.3.1.1 The Contractor shall review requirements, identify integration functions necessary to meet requirements, and provide results. (CDRL A006)
- 3.3.1.2 The Contractor shall identify and suggest corrective actions for interface discrepancies, and provide results. (CDRL A015)
- 3.3.1.3 The Contractor shall liaison with system and equipment technical representatives, attend program and technical reviews as determined by the government team lead, and provide minutes.
- 3.3.1.4 The Contractor shall review equipment performance characteristics, identify suitable equipment required for integration, and provide results. (CDRL A006)
- 3.3.1.5 The Contractor shall prepare and deliver an integration plan to government personnel. (CDRL A006)
- 3.3.1.6 The Contractor shall prepare detailed design drawings, prototype fabrication drawings, and interface definitions, and deliver. (CDRL A007, A024, A025, A026, A027, A028, A029, A030, A031, and A032)
- 3.3.1.7 The Contractor shall fabricate applicable interface devices based on the detailed drawings and provide them to the government.
- 3.3.1.8 The Contractor shall prepare detailed installation design drawings, and accomplish integration and installation, including any necessary hardware and software development. All hardware and software will be developed and maintained in compliance with CI&IDS Division approved processes. (CDRL A006, A007, A008 A024, A025, A026, A027, A028, A021, A029, A030, A031, and A032)
- 3.3.1.9 The Contractor shall install or remove systems and equipment onto/from the test site and/or the Fleet platform.
- 3.3.1.10 The Contractor shall provide inputs to operator and technical instruction manuals and checkout procedures and provide results.
- 3.3.1.11 The Contractor shall perform installation checkouts, and prepare reports of checkout results and provide results. Instruction manuals include, but are not limited to, instructions for handling, transporting, installing, operating, and maintaining systems. (CDRL A006)
- 3.3.1.12 The Contractor shall provide inputs to government developed SOWs, specifications, and documents and provide recommendations. (CDRL A019)
- 3.3.1.13 The Contractor shall perform analyses and provide recommendations on Engineering Change Proposals (ECPs), requests for deviation/waiver, technical directives, decision memoranda, and Change Control Board (CCB) documents. (CDRL A018)
- 3.3.1.14 The Contractor shall analyze interface or integration requirements and documents for systems and systems upgrades for fleet introduction and provide results. (CDRL A006)
- 3.3.1.15 The Contractor shall provide technical support regarding platform system integration and system interoperability by monitoring program execution at various Program Offices (PMAs).
- 3.3.1.16 The Contractor shall support the organization and planning for Integrated Test and Evaluation (IT&E) through coordination with the Developmental Test (DT) and Operational Test (OT) communities, including any NAVAIR or SPAWAR program offices and DoD agencies including, but not limited to, Director, Operation Test and Evaluation (DOT&E), Commander, Operational Test and Evaluation Force (COMOPTEVFOR).
- 3.3.1.17 The Contractor shall organize and prepare agendas, prepare recommendations, and track action items that are discussed at Technical Working Groups (TWGs).
- 3.3.1.18 The Contractor shall provide Configuration Management (CM) support analyses and technical studies in support of CM activities such as configuration identification, configuration control, configuration status accounting, configuration audits, and configuration project management, and provide results. (CDRL A017)

- 3.3.1.19 The Contractor shall review and prepare hardware and software CM plans, and provide documentation. (CDRL A017)
- 3.3.1.20 The Contractor shall support the Risk Management process by analyzing systems to identify potential cost, schedule, or performance risks; develop mitigation steps to address the risks; and provide results. (CDRL A020)
- 3.3.1.21 The Contractor shall attend test events at vendor facilities and provide results of the testing, including any recommendations. (CDRL A022, and A033)

### 3.3.2 Design and feasibility evaluation.

3.3.2(a) (CLINs 1000, 1001) The Contractor shall assess the adequacy of existing or developmental equipment and systems to meet current and future requirements with normal growth considered and provide results during all phases of the project lifecycle to support foreign military sales customers. Applicable to SOW paragraphs 3.3.2.1 – 3.3.2.11.

3.3.2(b) (CLINs 1000, 1002) The Contractor shall assess the adequacy of existing or developmental equipment and systems to meet current and future requirements with normal growth considered and provide results during the production and modernization phases of the project lifecycle. Applicable to SOW paragraphs 3.3.2.1 – 3.3.2.11.

3.3.2(c) (CLINs 1000, 1003) The Contractor shall track and monitor the adequacy of existing or developmental equipment and systems to meet current and future requirements with normal growth considered, suggest improvements as part of in-service engineering efforts, and provide results during the operation and maintenance phase of the project lifecycle. Applicable to SOW paragraphs 3.3.2.1 – 3.3.2.11

The Contractor shall evaluate the adequacy of existing or developmental equipment and systems to meet current and future requirements with normal growth considered and provide results.

- 3.3.2.1 The Contractor shall evaluate operability, reliability, and maintainability of the equipment in its intended environments and provide results. (CDRL A021, A029, A030, A031, and A032)
- 3.3.2.2 The Contractor shall assess interoperability with other systems and provide results. (CDRL A021, A029, A030, A031, and A032)
- 3.3.2.3 The Contractor shall evaluate life cycle cost effectiveness and provide results.
- 3.3.2.4 The Contractor shall prepare technical records outlining the historical development of the system design and provide documents. (CDRL A021, A030, A031, and A032)
- 3.3.2.5 The Contractor shall prepare proposals for field changes (FCs), engineering change proposals (ECPs), or Software Change Proposals (SCPs) and provide documents. (CDRL A018)
- 3.3.2.6 The Contractor shall analyze system capabilities to meet design goals in an operational environment; identify high-risk or low-performance areas; provide alternate design methodologies; and provide recommendations of design modifications and evaluation of interoperability with existing and forthcoming systems. (CDRL A020)
- 3.3.2.7 The Contractor shall review, evaluate, and provide recommendations for improvements to technical specifications. (CDRL A032)
- 3.3.2.8 The Contractor shall review technical specifications for a variety of IFF equipment and systems and provide comments.
- 3.3.2.9 The Contractor shall develop and update technical standards for installation, maintenance, and certification of IFF equipment and systems and provide results. (CDRL A014)
- 3.3.2.10 The Contractor shall prepare and revise engineering drawings for CI&IDS IFF systems. (CDRL A035)
- 3.3.2.11 The Contractor shall create detailed electrical and mechanical assembly and installation drawings, and engineering sketches to be used for guidance and information; and prepare single line block diagrams, system cable block diagrams, systems wire run sheets, space arrangement drawings, and Installation Control Drawings (ICDs). (CDRL A007, A024, A025, A026, A027, and A028)

### 3.3.3 Component and system design.

- 3.3.3(a) (CLINs 1000, 1001) The Contractor shall implement and deliver updates to specifications and technical manuals applicable to new or in-production systems or components and provide recommendations during all phases of the project lifecycle to support foreign military sales customers. Applicable to SOW paragraphs 3.3.3.1 – 3.3.3.11.
- 3.3.3(b) (CLINs 1000, 1002) The Contractor shall implement and deliver updates to specifications and technical manuals applicable to new or in-production systems or components and provide recommendations during the production and modernization phases of the project lifecycle. Applicable to SOW paragraphs 3.3.3.1 – 3.3.3.11.
- 3.3.3(c) (CLINs 1000, 1003) The Contractor shall monitor, improve, rework and update specifications and technical manuals applicable to out-of-production systems or components and provide recommendations during the operation and maintenance phase of the project lifecycle. Applicable to SOW paragraphs 3.3.3.1 – 3.3.3.11.
- 3.3.3.1 The Contractor shall prepare and provide updates to specifications and technical manuals applicable to new or existing systems or components and provide recommendations. (CDRL A014)
- 3.3.3.2 The Contractor shall review requirements and specification documentation to ascertain design goals and standards established during component or system concept formulation and initial design phases and provide recommendations. (CDRL A021, A029, A030, A031, and A032)
- 3.3.3.3 The Contractor shall identify points of design inadequacy within the specified component or system for the desired application including, but not limited to, response time and frequency coverage and provide results. (CDRL A021, A029, A030, A031, and A032)
- 3.3.3.4 The Contractor shall evaluate the component or system capability to meet design goals and standards in an operational environment and the capability to be interoperable with existing or forthcoming systems or components; identify high risk or low-performance areas; identify alternate design methodologies; and recommend design modifications. (CDRL A020 and A021, A029, A030, A031, and A032)
- 3.3.3.5 The Contractor shall attend design review meetings, technical reviews, conferences, and presentations as directed by the Government where component and system design expertise is required and provide documentation. (CDRL, A023, )
- 3.3.3.6 The Contractor shall design, develop, and document software code for system and project management use. All software will be developed and maintained in compliance with CI&IDS approved processes. (CDRL A021, A029, A030, A031, and A032)
- 3.3.3.7 The Contractor shall develop test plans and procedures to verify software, system, or component requirements have been met. (CDRL A006)
- 3.3.3.8 The Contractor shall perform breadboard and bench tests on improved, new, or existing components and systems; record and document the results, including any defects or deficiencies identified; and deliver a test report. (CDRL A005 A022, and A033)
- 3.3.3.9 The Contractor shall prepare reports providing initial component or system evaluation results, possible design improvement alternatives with associated tradeoffs, and recommended approaches. (CDRL A020 A021, A029, A030, A031, and A032)
- 3.3.3.10 The Contractor shall prepare updates to documentation packages including parts list and schematics, and provide recommendations. (CDRL A020)
- 3.3.3.11 The Contractor shall perform system effectiveness studies to evaluate overall system effectiveness, reliability, maintainability, human engineering, and logistic supportability and provide the results. (CDRL A020)
- 3.3.4 Test bed design and development.
- 3.3.4(a) (CLINs 1000, 1001) The Contractor shall produce test bed implementation plans that include task definitions and schedules for production, delivery, modification, equipment implementation and test efforts associated with the test bed during all phases of the project lifecycle to support foreign military sales customers. Applicable to SOW paragraphs 3.3.4.1 – 3.3.4.9.

- 3.3.4(b) (CLINs 1000, 1002) The Contractor shall produce test bed implementation plans that include task definitions and schedules for production, delivery, modification, equipment implementation and test efforts associated with the test bed during the production and modernization phases of the project lifecycle. Applicable to SOW paragraphs 3.3.4.1 – 3.3.4.9.
- 3.3.4(c) (CLINs 1000, and 1003) The Contractor shall maintain and update system test beds and laboratories at NAWCAD, St. Inigoes CI&IDS facilities during the operation and maintenance phase of the project lifecycle. Applicable to SOW paragraphs 3.3.4.1 – 3.3.4.9.
- 3.3.4.1 The Contractor shall prepare test bed implementation plans that include task definitions and schedules for design, development, fabrication, equipment installation and test efforts associated with the test bed. (CDRL A006 A021, A029, A030, A031, and A032)
- 3.3.4.2 The Contractor shall design, develop, and document test beds for IFF systems, simulators, stimulators, simulator software, and target scenarios. All hardware and software will be developed and maintained in compliance with CI&IDS approved processes. (CDRL A021, A029, A030, A031, and A032)
- 3.3.4.3 The Contractor shall develop and maintain Government databases for test and evaluation results.
- 3.3.4.4 The Contractor shall design and fabricate test aids for use in testing and evaluating the specified system or equipment.
- 3.3.4.5 The Contractor shall maintain and upgrade system test beds and laboratories at CI&IDS facilities.
- 3.3.4.6 The Contractor shall maintain the latest system configurations of all test beds.
- 3.3.4.7 The Contractor shall keep laboratories and test beds in working order through preventive and corrective maintenance and document maintenance conducted.
- 3.3.4.8 The Contractor shall develop operational procedures for the labs. (CDRL A014)
- 3.3.4.9 The Contractor shall maintain a list of significant systems-related publications, associated engineering materials, and engineering network equipment for each laboratory.
- 3.3.5 In-service engineering support.
- 3.3.5(a) (CLINs 1000, and 1001) The Contractor shall analyze and conduct operational and failure analyses to assess problems and develop solutions for in-production systems. The results shall be documented. The applicable system documentation shall be analyzed, maintained, documented and delivered during all phases of the project lifecycle to support foreign military sales customers. Applicable to SOW paragraphs 3.3.5.1 – 3.3.5.4.
- 3.3.5(b) (CLINs 1000 and 1002) The Contractor shall perform in-service operational and failure analyses to assess problems and develop solutions. The applicable system documentation shall be updated, maintained, and tracked during the production and modernization phases of the project lifecycle. Applicable to SOW paragraphs 3.3.5.1 – 3.3.5.4.
- 3.3.5(c) (CLINs 1000, and 1003) The Contractor shall perform in-service operational and failure analyses to assess problems and develop solutions. The applicable system documentation shall be updated, maintained, and tracked during the operation and maintenance phase of the project lifecycle. Applicable to SOW paragraphs 3.3.5.1 – 3.3.5.4.
- 3.3.5.1 The Contractor shall perform operational and failure analyses to assess problems and develop solutions. The results shall be documented. The applicable system documentation shall be updated, maintained, and documented. (CDRL A015 and CDRL A004)
- 3.3.5.2 The Contractor shall provide engineering support for interfaces among system components and between supported systems, platforms, and other new or deployed systems; identify and correct interface discrepancies between systems; develop, review, propose revisions to, and validate documentation applicable to systems and equipment interface design changes and provide results. (CDRL A021, A029, A030, A031, and A032)
- 3.3.5.3 The Contractor shall provide technical support for on-site engineering investigations to evaluate performance of systems and equipment, including critical examination of installation designs and

physical layouts for reliability, ease of maintenance, and suitability as well as review technical accuracy of all requisite technical documentation.

3.3.5.4 The Contractor shall provide technical assistance in support of systems on aircraft and at test sites; provide emergency and scheduled technical assistance to the aircraft; inspect, repair, and adjust the equipment during visits, as necessary, for optimum performance; and provide on-the-job training to responsible maintenance and operator personnel. (CDRLA016)

### 3.3.6 Installation and checkout planning.

3.3.6(a) (CLINs 1000, 1001) The Contractor shall provide production engineering services including testing and inspection of in-production IFF systems. Test reports shall be prepared in sufficient detail to provide objective evidence of the extent of conformance to requirements and to permit analysis necessary for further action during all phases of the project lifecycle to support foreign military sales customers. Applicable to SOW paragraphs 3.3.6.1 – 3.3.6.6.

3.3.6(b) (CLINs 1000, 1002) The Contractor shall provide production engineering services including testing and inspection of in-production IFF systems. Test reports shall be prepared in sufficient detail to provide objective evidence of the extent of conformance to requirements and to permit analysis necessary for further action during the production and modernization phases of the project lifecycle. Applicable to SOW paragraphs 3.3.6.1 – 3.3.6.6.

3.3.6(c) (CLINs 1000, 1003) The Contractor shall provide testing and inspection of out-of-production IFF systems. Test reports shall be prepared in sufficient detail to provide objective evidence of the extent of conformance to requirements and to permit analysis necessary for further action during the operation and maintenance phase of the project lifecycle. Applicable to SOW paragraphs 3.3.6.1 – 3.3.6.6.

3.3.6.1 The Contractor shall provide testing and inspection of installed, modified, or overhauled IFF systems. Test reports shall be prepared in sufficient detail to provide objective evidence of the extent of conformance to requirements and to permit analysis necessary for further action. (CDRL A005 A022, and A033)

3.3.6.2 The Contractor shall conduct pre-certification inspections prior to formal certification by the Government, determine the status of deficiencies in systems, and recommend appropriate courses of action. (CDRL A020)

3.3.6.3 The Contractor shall conduct surveys of the operability and adequacy of systems at the beginning and end of the visit and provide recommendations. (CDRL A020)

3.3.6.4 The Contractor shall install new systems at aircraft and test sites. All equipment installed shall conform to the requirements of the Government ICDs and Standard Installation Type Plans for the equipment concerned.

3.3.6.5 The Contractor shall test and verify system installations for proper system operability and acceptability with the Government provided test procedures and certify the proper installation of systems, including those by non-NAWCAD activities, and provide the results. (CDRL A006, A022, and A033)

3.3.6.6 The Contractor shall provide on-site personnel with training on changes, and the resultant impact on performance, operations, and maintenance and document the results. (CDRL A016)

### 3.3.7 Project management.

3.3.7(a) (CLINs 1000, 1001) The Contractor shall analyze, review, and facilitate appropriate reports and documents such as schedules, physical and fiscal resource utilization, and Plan of Action and Milestones (POA&M) tracking (e.g. Contract Award and Contract Data Requirements Lists (CDRLs)) for review by government personnel during all phases of the project lifecycle to support foreign military sales customers. Applicable to SOW paragraphs 3.3.7.1 – 3.3.7.10.

3.3.7(b) (CLINs 1000, 1002) The Contractor shall analyze, review, and facilitate appropriate reports and documents such as schedules, physical and fiscal resource utilization, and Plan of Action and Milestones (POA&M) tracking (e.g. Contract Award and Contract Data Requirements Lists (CDRLs)) for review by government personnel during the production and modernization phases of the project lifecycle. Applicable to SOW paragraphs 3.3.7.1 – 3.3.7.10.

3.3.7(c) (CLINs 1000, 1003) The Contractor shall track, monitor, review, and provide analysis of appropriate reports and documents such as schedules, physical and fiscal resource utilization, and Plan of Action and Milestones (POA&M) tracking (e.g. Contract Award and Contract Data Requirements Lists (CDRLs)) for review by government personnel during the operation and maintenance phase of the project lifecycle. Applicable to SOW paragraphs 3.3.7.1 – 3.3.7.10.

- 3.3.7.1 The Contractor shall review, facilitate, and provide analysis of appropriate reports and documents such as schedules; physical and fiscal resource utilization; and Plan of Action and Milestones (POA&M) tracking (e.g. Contract Award and CDRLs) for review by government personnel. (CDRL A020)
- 3.3.7.2 The Contractor shall analyze, identify, and report potential variations in cost, schedule, technical performance, and current/future effect to critical path for review by government personnel IAW CDRL A001.
- 3.3.7.3 The Contractor shall analyze program acquisition strategies and determine the cost benefit(s), if any, of integrating acquisition requirements for review by government personnel and provide results. (CDRL A020)
- 3.3.7.4 The Contractor shall translate technical requirements and program constraints into inputs for acquisition documentation, and provide documentation.
- 3.3.7.5 The Contractor shall maintain contract deliverable status to ensure that their receipt or non-receipt is integrated into related schedule information.
- 3.3.7.6 The Contractor shall generate and produce presentation materials (including viewgraphs and other briefing materials) to support program or project requirements and provide materials. (CDRL A011)
- 3.3.7.7 The Contractor shall attend meetings or conferences with Government personnel to gather information to support program or project requirements as requested by the Government team lead and track and report on action items resulting from, but not limited to, meetings, or other activity requests. (CDRL A023)
- 3.3.7.8 The Contractor shall coordinate with initial equipment contracting organizations to ensure adequate lead times and timely equipment deliveries to preclude slippages.
- 3.3.7.9 The Contractor shall analyze all pertinent contracts to ensure proper Government Furnished Equipment (GFE) specifications and delivery schedules are met and provide recommendations. (CDRL A020)
- 3.3.7.10 The Contractor shall provide recommendations on various acquisition strategies for aircraft, engines, airframe GFE, Contractor Furnished Equipment (CFE), ancillary equipment, Peculiar Support Equipment (PSE), training, or logistics. (CDRL A020)

1.4 Personnel qualifications.

- 3.3.8 The Contractor shall be responsible for employing personnel having at least the minimum level of education, training, experience, and security clearance as stated under each labor category specified herein.
- 3.3.9 Key personnel are those who will be performing in key LCATs as specified for applicable LCATs. Key personnel are subject to the substitution restrictions clause *NAVAIR Clause 5252.237-9501* “Additional or Substitution of Personnel (Services).”

Key Personnel [Number Key]
Manager/Operations Managers, Senior [1]
Electrical Engineers, Senior [2]
Electrical Engineers, Journeyman [2]

3.3.10 All degrees shall be obtained from an “accredited college or university” as recognized by the U.S. Department of Education. This includes Associates, Bachelors, Masters, and Doctorate degrees.

3.3.11 If a specific degree field is required, the field will be specified under the applicable labor category

3.3.11.1 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, interdisciplinary, mechanical, nuclear, software, and systems.

3.3.11.2 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.

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

3.3.12 If required, certification training is specified under the applicable labor category.

3.3.13 Professional Employee Experience and Education Level definitions:

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

Journeyman: A Journeyman level person within a labor category has at least three (3) and less than ten (10) years’ experience and a BA/BS degree. A Journeyman level person typically performs all functional duties independently.

Senior: A Senior level person within a labor category has ten (10) or more years’ experience and an MA/MS degree. A Senior level person typically works on high-visibility or mission critical aspects of a given program and performs all functional duties independently. A Senior level person may oversee the efforts of less senior staff and/or be responsible for the efforts of all staff assigned to a specific job.

3.3.14 Qualification Substitution Chart

The following qualification substitution chart provides an example of standard experience/education substitutions for all labor categories (except those noted in 3.3.14 (a)-(c)):

<b>Bachelor’s Degree</b>	Eight (8) 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
<b>Master’s Degree</b>	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	

For the below labor categories, a degree is required and the substitutions for a degree as stated above are not allowable:

- (a) Electrical Engineer, Senior
- (b) Electrical Engineer, Journeyman
- (c) Electrical Engineer, Junior

“Years of relevant work experience” shall mean full, productive years of participation.

“Productive years” shall 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 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.



The experience indicated in the following LCATs 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) year period.

3.3.15 Labor qualifications. The following lists the minimum labor category, education and experience requirements, and the functional descriptions for each labor category:

LCAT	Level	BLS SOC Code	Functional Description
Manager/Operations Managers	Senior	11-1021	See below
Electrical Engineers	Senior	17-2071	See below
Electrical Engineers	Journeyman	17-2071	See below
Electrical Engineers	Junior	17-2071	See below
Computer Network Support Specialists	Journeyman	15-1231	See below
Computer Network Support Specialists	Junior	15-1231	See below
Program/Project/Management Analyst	Senior	13-1111	See Below
Program/Project/Management Analyst	Journeyman	13-1111	See Below
Program/Project/Management Analyst	Junior	13-1111	See Below
Financial Analysts	Journeyman	13-2051	See Below

#### 3.3.15.1 Manager/Operations Managers, Senior (BLS SOC No. 11-1021)

Function: Acts as the overall lead, manager, and administrator for the Contracted effort. Serves as the primary interface and Point of Contact (POC) 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.

Senior Manager Education: Master's degree in Business Administration, Management, Engineering, Engineering Management, Physics, or Computer Science.

AND

Ten (10) or more years of the following specialized experience:

- (a) At least six (6) years of professional experience in Defense acquisition, and
- (b) At least four (4) years of experience in support of Navy Acquisition management, and
- (c) Experience with aircraft, shipboard, or shore electronic systems; hardware and software configuration control; test and evaluation; systems integration; and systems supportability, and
- (d) Experience in initiating and maintaining technical direction within broad program objectives directly related to aircraft systems; hardware and software; configuration control; test and evaluation; systems integration; and systems supportability, and
- (e) Knowledgeable of acquisition policies and procedures, including DoD 500 series, and
- (f) Demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, major system acquisitions, and financial management.

#### 3.3.15.2 Electrical Engineers, Senior (BLS SOC No. 17-2071)

Function: Performs tasks with little or no guidance. Has demonstrated knowledge in area of engineering expertise. Applies and integrates engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military Combat Integration and Identification systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, CM, QA testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military C5ISR systems, and associated support systems, or management information systems. Leads the execution of complex tasks.

Education: Master's degree in Electrical/Electronics Engineering, Computer Engineering, or another engineering discipline.

AND

Experience:

- (a) Ten (10) or more years' of experience performing the functional description of this position, and
- (b) At least seven (7) years of experience working with IFF equipment, systems and subsystems, and advanced identification waveforms. Demonstrable experience with ship or aircraft transponders, aircraft data bus interfaces (*ARINC 429, MIL-STD-1553b*) is highly desired.

### 3.3.15.3 Electrical Engineers, Journeyman (BLS SOC No. 17-2071)

Function: Applies advanced engineering principles to investigate, analyze, plan, design, test, or evaluate digital equipment, hardware, Radio Frequency (RF) system concepts, or software development tasking. Applies system engineering experience in, but not limited to, system design and implementation, system integration, and system architecture design to perform engineering design and feasibility evaluation; component and system design engineering; or installation, testing, and evaluation of military Identification Friend or Foe (IFF) equipment; systems and subsystems; and advanced technologies. Reviews and prepares engineering and technical analysis, reports, change proposals, and other engineering documentation.

Education: Bachelor's degree in Electrical/Electronics Engineering, Computer Engineering, or another engineering discipline.

AND

Experience:

- (a) At least three (3) years of experience in the foregoing functions.
- (b) At least two (2) years of the foregoing total experience shall have consisted of specific experience in the analysis, design, and development of electronic hardware IFF equipment; systems and subsystems; and advanced technologies development programs.
- (c) Experience in ship or aircraft transponders and aircraft data bus interfaces (*ARINC 429, MIL-STD-153b*) is highly desired.

### 3.3.15.4 Electrical Engineers, Junior (BLS SOC No. 17-2071)

Function: Applies advanced engineering principles to investigate, analyze, plan, design, test, or evaluate digital equipment, hardware, Radio Frequency (RF) system concepts, or software development tasking. Applies system engineering experience in, but not limited to, system design and implementation; system integration; and system architecture design to perform engineering design and feasibility evaluation; component and system design engineering; or installation, testing, and evaluation of military Identification Friend or Foe (IFF) equipment; systems and subsystems; and advanced technologies. Reviews and prepares engineering and technical analysis, reports, change proposals, and other engineering documentation.

Education: Bachelor's degree in Electrical/Electronics Engineering, Computer Engineering, or another engineering discipline from an accredited institution.

AND

Experience:

- (a) At least one (1) year of experience in the foregoing functions.
- (b) Experience in ship or aircraft transponders and aircraft data bus interfaces (*ARINC 429, MIL-STD-153b*) is highly desired.

### 3.3.15.5 Computer Network Support Specialists, Journeyman (BLS SOC No. 15-1231)

Function: Develops automated tracking tools necessary to support programs. Uses established fact-finding approaches; knowledge of pertinent work processes and procedures; and familiarity with related computer programming practices, system software, and computer equipment. Carries out fact finding and analysis as assigned, usually of a single activity or a routine problem; applies established procedures where the nature of the system, feasibility, computer equipment, and programming language have already been decided; may assist a higher level analyst by preparing the detailed specifications required by computer programmers from information developed by the higher level analyst; and may research routine user problems and solve them by modifying the existing system

when the solutions follow clear precedents. Plans, coordinates, and facilitates information system related activities such as upgrade of hardware and software; program and system design development of computer networks; and implementation of internet and intranet sites. Recommends and supports process improvement initiatives.

Education: Bachelor's degree in computer science, information systems, information technology, mathematics, or related technical discipline.

AND

Experience:

- (a) At least three (3) years of experience performing the foregoing functions.
- (b) At least three (3) years of the total foregoing experience shall have consisted of practical experience in the analysis, design, and development of embedded systems and scientific applications for computer systems and networks.
- (c) At least three years (3) of the total foregoing experience shall have consisted of specific experience in design and development of system interfaces, including at least two (2) years of design and development of system interfaces for IFF applications.

### 3.3.15.6 Computer Network Support Specialists, Junior (BLS SOC No. 15-1231)

Function: Carries out fact finding and analysis as assigned, usually of a single activity or a routine problem; applies established procedures where the nature of the system, feasibility, computer equipment and programming language have already been decided; may assist a higher level analyst by preparing the detailed specifications required by computer programmers from information developed by the higher level analyst, may research routine user problems and solve them by modifying the existing system when the solutions follow clear precedents. Recommends and supports process improvement initiatives. Performs tasks under supervision.

Education: Bachelor's degree in computer science, information systems, information technology, mathematics or related technical discipline.

AND

Experience:

- (a) At least one (1) year of experience performing the foregoing functions.
- (b) At least one (1) year of the total foregoing experience consisted of practical experience of embedded systems, developing code in environments, scientific applications for computer systems and networks.
- (c) Demonstrable experience with digital hardware design and IFF system interfaces is highly desired.

### 3.3.15.7 Program/Project/Management Analyst, Senior (BLS SOC No. 13-1111)

Function: Leads the execution of complex tasks. Applies logical analyses or test and evaluation on all programs within the Contractual scope. Performs comprehensive analyses of hardware and software concepts and designs and tests requirements. Reviews, analyzes, integrates, and conducts test and evaluation of Contractor or Government generated source data and develops interim documentation. Performs system concept formulation, system design analysis, and subsystems design analysis. Works on special problem areas to make recommendations.

Education: Master's degree in a technical discipline.

AND

Ten (10) years of experience with the following specialized experience:

- (a) At least ten (10) years of experience performing the foregoing functions.
- (b) At least three (3) years of the foregoing total experience performing the foregoing functions for IFF equipment; systems and subsystems; and advance technologies development programs.

### 3.3.15.8 Program/Project/Management Analyst, Journeyman (BLS SOC No. 13-1111)

Function: Collects information to analyze and evaluate. Performs logical and physical system design and reviews and prepares system documents and specifications. Conducts technical research on system upgrades to determine feasibility, cost, time required, and compatibility with system. Prepares reports, studies, and documentation. Delivers presentations and participates in meetings. Works on special problem areas.

Education: Bachelor’s degree in a technical discipline.

AND

Experience:

- (a) At least three (3) years of experience performing the foregoing functions.
- (b) At least two (2) years of experience performing the foregoing functions for IFF equipment; systems and subsystems; and advance technologies development programs.

3.3.15.9 Program/Project/Management Analyst, Junior (BLS SOC No. 13-1111)

Function: Performs research, preparation of logical and physical system designs; and reviews and prepares system documents and specifications. Prepares reports, studies, and documentation. Delivers presentations and participates in meetings. Makes recommendations in task areas.

Education: A Bachelor’s degree in a technical discipline.

3.3.15.10 Financial Analysts, Journeyman (BLS SOC No. 13-2051)

Function: Provides financial and/or accounting support to the activity Accounting Department; Budget Department; Financial Systems Department or Business Operations Department; or other organizational support elements and other activities. Performs managerial/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, making recommendations for improving operations, systems, and reporting. Utilizes Navy Enterprise Resource Planning (N-ERP) to perform financial execution functions. Provides support with a variety of management activities, corporate initiatives a, special projects, and data calls which could have significant impact on the organization and its business operations.

Education: Bachelor’s degree in Business, Finance, Management or technical discipline.

AND

Experience:

- (a) At least three (3) years of financial management experience
- (b) At least two (2) years of financial management experience within DoN. Financial management experience should include financial analysis of business programs, development of cost estimates, program status reports, and knowledge of DoD Federal Management Regulations (FMR); FAR; Planning, Programming, Budgeting and Execution (PPBE) process; and two years of DoN procurement policies and procedures.

3.3.16 SCA Labor Categories:

LCAT	Level	BLS SOC Code	Functional Description
Electronics Technician I, Maintenance	SCA 23181	17-3023	See below
General Clerk I	SCA 01111	43-6011	See Below

3.4.9.1 Electronics Technician I, Maintenance (SCA 23181) (BLS SOC No. 17-3023)

Function: Applies basic technical knowledge to perform simple or routine tasks following detailed instructions. Performs such tasks as replacing components, wiring circuits, repairing simple electronic equipment; and taking test readings using common instruments such as digital multi-meters, signal generators, semiconductor testers, curve tracers, and oscilloscopes. Works under close supervision receiving technical guidance from a supervisor or higher-level technician. Work is checked frequently for accuracy.

3.4.9.2 General Clerk I (SCA 01111) (BLS SOC No. 43-6011)

Function: Prepares, maintains, and preserves technical or administrative documentation, data, correspondence, and records. Activities may include typing, word processing, transcription, graphics preparations, filing, reproduction, and office equipment operation. Types technical reports, papers, test plans, and other project/program

documentation in final format from rough notes or drafts. Applies familiarity with specialized and technical terminology to edit, proofread, and correct spelling, grammar, and phraseology.

## Section D - Packaging and Marking

**DESCRIPTION**

**Items 1000-1003** – Packaging, packing, and marking are not applicable to these items.

**Items 2000-2004** – The contractor shall provide material IAW the H-1 clause RESTRICTION ON THE DIRECT CHARGING OF MATERIAL and within the scope of the Section C SOW of the basic contract as detailed in the individual task orders.

**Item 3000** – The data to be furnished hereunder shall be packaged, packed, and marked IAW the NAVAIR clauses 5252.247-9507, 5252.247-9508, 5252.247-9514 and Exhibit A.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9502 UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT (NAVAIR) (OCT 1994)**

(a) Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

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

(c) Marking. All shipping containers will be marked in accordance with **MIL-STD-2073 and MIL-STD-129**.

**TO BE COMPLETED AT TASK ORDER LEVEL IF REQUIRED\*\*\***

## 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 PROHIBITED PACKING MATERIALS (NAVAIR)(JUN 1998)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

**CLAUSES INCORPORATED BY FULL TEXT****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:

**Naval Air Warfare center AD-PAX N3555A**  
**Receiving Officer**  
**BLDG 8115**  
**17598 Webster Field Road**  
**St. Inigoes, MD 20684-4013**  
**301-872-9503**

(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 or 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

**DESCRIPTION**

**Items 1000-1003** – The services to be furnished hereunder shall be inspected and accepted in accordance with (IAW) the NAVAIR clause 5252.246-9512.

**Items 2000-2004** – The ODC’s to be furnished hereunder shall be inspected and accepted in accordance with (IAW) the NAVAIR clause 5252.246-9512.

**Items 3000** – The data to be furnished hereunder shall be inspected and accepted in accordance with IAW the NAVAIR clause 5252.246-9514 and Exhibit A.

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1000	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2000	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
3000	N/A	N/A	N/A	N/A

**CLAUSES INCORPORATED BY REFERENCE**

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984

**CLAUSES INCORPORATED BY FULL TEXT**

**52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

(a) The Contractor shall comply with the higher-level quality standard selected below.

**ANSI/ASO ISO-9001: 2008, Quality Management Systems Requirements Standards**

- (b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in--
- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
  - (2) When the technical requirements of a subcontract require-- (i) Control of such things as design, work operations, in-process control, testing, and inspection; or (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

**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 Contracting Officer's Representative (COR)**.

(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 [Data Item Transmittal/Acceptance/ Rejection 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 (if applicable)\*\*\***

## Section F - Deliveries or Performance

DESCRIPTION

**Items 1000-1003, 2000-2003** – The Period of Performance (PoP) identified below comprises the estimated ordering period for this IDIQ contract. The PoP applicable to each task order shall be identified in the individual task order.

**Item 3000** – The technical data shall be delivered in accordance with the applicable Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
1000	POP 01-JUL-2020 TO 30-JUN-2025	N/A	NAVAL AIR WARFARE CENTER AD-PAX-N3555A RECEIVING OFFICER BLDG 8115 17598 WEBSTER FIELD ROAD ST INIGOES MD 20684-4013 301-995-8341 FOB: Destination	
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
2000	POP 01-JUL-2020 TO 30-JUN-2025	N/A	NAVAL AIR WARFARE CENTER AD-PAX-N3555A RECEIVING OFFICER BLDG 8115 17598 WEBSTER FIELD ROAD ST INIGOES MD 20684-4013 301-995-8341 FOB: Destination	
2001	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A
3000	POP 01-JUL-2020 TO 30-JUN-2025	N/A	N/A FOB: Destination	

## 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
252.247-7023	Transportation of Supplies by Sea	FEB 2019

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The contract shall commence on [contract award] and shall continue **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.

### **TO BE COMPLETED AT TIME OF AWARD\*\*\***

### **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 **\$10,000**; the maximum quantity is **TBD at time of award**.

### **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**, 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 **A251300**
- (2) ACO, Code **TBD**
- (3) COR, Code **TBD**

(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: **see DD Form 1423, Exhibit A**

## Section G - Contract Administration Data

PAYMENT INSTRUCTIONS**PAYMENT INSTRUCTION FOR Multiple ACCOUNTING CLASSIFICATION CITATIONS  
(REFERENCE: TXT-07B PAYMENT INSTRUCTIONS – OTHER (PGI 204-7108(d)(12))**

In accordance with DFARS PGI 204.7108 “Other” (d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS.

This contract, **N00421-20-R-0117**, is a cost-type contract funded by multiple funding types and/or customers, spanning several years. Funding for the CLINs contained in this contract are received from various funding sources and applied to specific tasking as defined in the funding modifications.

(a) Based on the type of work contracted for on behalf of DOD/Navy customers, payment by CLIN/SLIN/ACRN is significantly important and using any of the payment methods specified in the table identified in PGI 204.7108(b)(2) would result in the funding resources of one customer being paid for work received by another customer. The contractor completes the effort in a fluid environment; therefore, in order to accurately track and account for funding expenditures in accordance with the specific tasking associated with each funding line, payment instruction (d) (12) "Other" applies as expenditures must reflect the actual work performed, in alignment with the type of funding to avoid violations to the Anti-Deficiency Act.

(b) Payment shall be made in accordance with the Contracting Officer/DCAA approved billing whereby the contractor shall include identification of the CLIN, SLIN, and ACRN on each invoice. This will allow for appropriate contractor invoicing based on the unique customer requirement funding and Contracting Officer's instructions. This approach also allows for proper matching of the charge to the activity that have received the service/product with the application of the payment to the corresponding entity.

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

(a) The Contracting Officer has designated the following as an authorized Contracting Officer's Representatives (CORs): **[TBD at task order award]** to perform the following functions, duties, and/or responsibilities: Include, but are not limited to:

1. As the designated Contracting Officer's Representative for Contract **[TBD at contract award]**, I understand I can be subject to disciplinary action, up to and including removal from federal service for any unauthorized acts and/or inappropriate authorizations that are communicated/provided to the contractor including but not limited to unauthorized commitments or anti-deficiency violations. In addition, the specific duties as the COR will be as follows:

**Monitoring**

- a. Monitor the Contractor's compliance with safety (i.e. OSHA), security, labor (i.e. Service Contract Act) and environmental law and regulatory requirements.
- b. Be familiar with Contractor Performance Assessment Reporting System (CPARS) and provide feedback on Contractor performance as input into the past performance database (i.e. CPARS) or as otherwise requested by Contracting Officer. (See CPARS policy guide dated October 2010 and User Manual for CPARS dated May 2010.)
- c. Monitor Contractor performance and ensure that the Contractor performs the requirements of the contract/task order/agreement in accordance with the terms, conditions, and specifications. This includes ensuring that all required items, documentation, data and/or reports are properly and timely submitted as contractually required.
- d. Ensure technical proficiency and compliance with the technical provisions of the contract/task order/agreement by review and verification of the performance of work accomplished by the Contractor.

- f. Notify the Contractor of deficiencies observed during performance (e.g. anticipated performance failures, late deliveries, nonconforming work, security violations, hazardous working conditions, improper use of Government material) and recommend appropriate action to Contracting Officer to effect correction.
- g. Review Contractor requests for travel, overtime, Government assets, or subcontracting in a timely manner and forward comments/approval to the Contracting Officer. g. Monitor and track contract obligations and expenditures per Accounting Classification Reference Number (ACRN) and Contract Line Item Number (CLIN) for each contract/task order/agreement.
- h. Monitor funds limitations and expenditures on the cost reimbursement, Time and Material (T&M), and Labor Hour (LH) contracts (only Contracting Officer can make changes to the contract/task order/agreement).
- i. Under cost reimbursement level of effort/term, T&M, and LH contracts, ensure that the contractor uses the appropriate level of qualified personnel as specified in contract/task order/agreement.
- j. Ensure timely notification by the contractor of any anticipated cost overruns or underruns for cost reimbursement contracts.

#### Inspection and Acceptance

- a. Monitor the performance of services for conformance with contract/task order/agreement terms and conditions and ensure compliance and completion by the Contractor of all required operations, including the preparation of the DD Forms 250 (250-1) Material Inspection and Receiving Reports or equivalent which shall be authenticated and certified by the COR that the services have been received and are acceptable. Process inspection report through the Wide Area Workflow (WAWF) as supporting documentation for payment.

#### Invoices and Payment

- a. Review interim invoices for cost reimbursement, LH and T&M contracts to make sure charges are commensurate with observed performance (e.g. travel was necessary and actually occurred, labor hours charged are commensurate with level of work performed, etc.). Under DFARS 242.803(b), the contract auditor (DCAA) is the authorized representative of the Contracting Officer for approving interim vouchers for payment under DoD cost-reimbursement, T&M and LH contracts. Coordinate issues of cost with DCAA (through Contracting Officer) who is authorized to approve these invoices.
- b. Report any discrepancies in invoices to the Contracting Officer and provide documentation to support the representation.

#### Government Furnished Assets: Equipment, Materials, Facilities and Information

- a. Coordinate/provide any Government-owned (or leased) assets or Government space to the Contractor as required by the contract.
- b. Monitor the control and disposition of any Government-furnished assets. Ensure the completion of all required documentation for the acceptance, use and return of Government-furnished assets (including UID tracking).

#### Hazardous

- a. Ensure the Contractor complies with all notification requirements and safety procedures upon the occurrence of a hazardous event.
- b. For any hazardous event, immediately notify the appropriate officials followed by the Contracting Officer.

(b) The Contracting Officer has designated the following as an authorized Alternate Contracting Officer's Representative (ACOR): **TBD at contract award** to perform the following functions, duties, and/or responsibilities: Include, but are not limited to: Same as above for COR.

(c) The effective period of the ACOR designation is [the period of performance of this contract and its task orders.]

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
252.232-7006	Wide Area WorkFlow Payment Instructions	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006

#### CLAUSES INCORPORATED BY FULL TEXT

##### **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)\*\*\***

##### **5252.204-9503 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.

##### **5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)**

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than **bi-weekly** based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the **net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled "Level of Effort" or the dollars per hour (based on the fixed fee divided by the level of effort in hours.** Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment," and 52.216-8, "Fixed Fee."

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds," the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

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

**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:
<b>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)</b>	<b>COR</b>
[	

(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				Payment Office
		Supply	Service	Construction	Allocation Method
52.212-4 (Alt I), Contract Terms and	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or

<p>Conditions— Commercial Items</p> <p>52.216-7, Allowable Cost and Payment</p> <p>52.232-7, Payments under Time-and- Materials and Labor- Hour Contracts</p>					<p>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.</p>
<p>52.232-1, Payments</p>	<p>Navy Shipbuilding Invoice (Fixed Price)</p>	<p>X</p>	<p>N/A</p>	<p>N/A</p>	<p>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.</p>
<p>52.232-1, Payments;</p> <p>52.232-2, Payments under Fixed-Price Research and Development Contracts;</p> <p>52.232-3, Payments under Personal Services Contracts;</p> <p>52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and</p> <p>52.232-6, Payments under Communication Service Contracts with Common Carriers</p>	<p>Invoice</p>	<p>X</p>	<p>X</p>	<p>N/A</p>	<p>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.</p>
<p>52.232-5, Payments Under Fixed-Price Construction Contracts</p>	<p>Construction Payment Invoice</p>	<p>N/A</p>	<p>N/A</p>	<p>X</p>	<p>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</p>

					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 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL NAVAIR 5252.242-9515 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. The term "material" includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. 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. Materials amounting to more than \$10,000 may not be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. 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 applicable Department of the 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 costs 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:

Adapters, Amplifiers, Antenna Mast, Antennas, Backshells, Batteries, Bridge, Cables, Cable Assemblies, Capacitors, Circuit Boards, Circuit Breakers, Charging Devices, Chassis, Chemicals, Cleaners, Communications Special Enclosures, Communicator Switch, Connectors, Converters, Crystals, Cryptographic Devices, Data Controllers, Desktop Computers, Diodes, Diplexers, Eliminators, Environmental Control Units, Fiber Optic Equipment, Fiber Optic Installation Kit and consumables, Fuses, Generators, Global Positions System, Handsets, Headsets, Hubs, IC Circuits, Inductors, Inserts, Interface Cards, Keyboards, Lamps/Bulbs, Laptop Personal Computers, Microphones, Modems, Modules, Monitors, Mouse, Multi-Cable Transits, Multiplexers, Patch Cords, Power Distribution Unit, Power Supplies, Printers, Radios, Relays, Repair Material, Resistors, RF Adapters, Routers, Secure Telephones, Secure Voice Adapter, Semi-Conductor Devices, Servers, Speakers, Splices, Switches, Telephones, Terminals, Transistors, Test Equipment, Touch Screens, Transformers, Uninterruptible Power Supply (UPS), Video Equipment, Waveguide, Wires and Work Stations.

Hardware:

Bolts, Boxes, Brackets, Braces, Brads, Cases, Conduits, Electrical Boxes, End Fittings, Face Plates, Fiberglass, Filters, Foam Inserts, Handles, Heat Shrink, Hinges, Interior/Exterior Mounts, Intermediate Distribution Frames, Metal (Various Gauge), Nuts, Patch Panels, Pipe, Pipe fittings, Plastic, Power Distribution Panels, Racks, Rack Assembly, Rivnuts, Rivets, Screws, Shelters (Hard & Soft), Shock Mounts, Slides, Storage Containers, Tents, Tool Kits, Valves, Gauges, Welding wire/rods and consumables, 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, Communications Packages, Media Converters, Customized Software, etc.).

Per DFARS 208.7402, if the required commercial software is available from the Department of Defense (DoD) inventory under an Enterprise Software Agreement (ESA), the software shall be purchased in accordance with the

DoD Enterprise Software Initiative (ESI); unless a waiver is approved in accordance with DFARS Procedures, Guidance and Information (PGI) 208.7401.

Miscellaneous Material:

Binders, Data Storage Medium, De-Greaser, Deliverable/Documentation Consumables, Dividers, Electronic Components Cleansing Material, Electronic Repair Services, Mylar, Paint, Shipping/Freight Supplies/Services, Solder, Vu-graph Supplies and other material costs in accordance with the solicitation.

(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) 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 \$250,000.00 or greater shall be procured under this contract. No single procurement with a total value—the sum of all items—of \$750,000.00 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 \$10,000.01.

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.

For procurements of any items with a total value, \$10,000.01 and below no COR or KO approval is required. For procurements of any items with a total value between \$10,000.01 and \$250,000.00 COR approval is required. For procurements of any items (excluding software licenses) with a total value between \$250,000.00 and \$750,000.00, 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.

#### CLAUSES INCORPORATED BY FULL TEXT

252.225-7976 CONTRACTOR PERSONNEL PERFORMING IN JAPAN (DEVIATION 2018-O0019)(AUG 2018)

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

“Commander” means the Commander of the United States Forces Japan (USFJ).

“Dependent” means spouse, and children under 21; and parents, and children over 21, if dependent for over half their support upon a member of the United States Armed Forces or civilian component.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“SOFA Article I(b) status” means a designation by the Commander of contractor personnel as Members of the Civilian Component under Article I(b) of the Status of Forces Agreement (SOFA), in accordance with agreement by the Joint Committee. To receive such a designation, an individual must—

- (1) Be a United States national;
- (2) Not be ordinarily resident in Japan (or if ordinarily resident, complete the procedures set forth in USFJ Instruction 36-2611 (Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement, available at [http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20\(USFJD\).pdf](http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20(USFJD).pdf));
- (3) Be present in Japan at the official invitation of the United States Government and solely for official purposes in connection with the United States Armed Forces;
- (4) Not have SOFA Article XIV status; and
- (5) Be essential to the mission of the United States Armed Forces and has a high degree of skill or knowledge for the accomplishment of mission requirements by fulfilling the following:
  - (i) Has acquired the skill and knowledge through a process of higher education or specialized training and experience; or
  - (ii) Possesses a security clearance recognized by the United States to perform his or her duties; or
  - (iii) Possesses a license or certification issued by a U.S. Federal department or agency, U.S. state, U.S. Territory, or the District of Columbia to perform his or her duties; or
  - (iv) Be identified by the United States Armed Forces as necessary in an emergent situation and will remain in Japan for less than 91 days to fulfill specialized duties; or
  - (v) Is an employee of a military banking facility; or
  - (vi) Is specifically authorized by the Joint Committee.

“SOFA Article XIV status” means designation by the Commander to persons, including corporations organized under the laws of the United States and its personnel, that are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States Armed Forces. Such designations are made in extremely limited circumstances and only after consultation with the Government of Japan. Article XIV designations are restricted to cases where open competitive bidding is not practicable due to—

- (1) Security considerations;
- (2) The technical qualification of the contractors involved;
- (3) The unavailability of materials or services required by United States standards; and
- (4) Limitations of United States law.

“SOFA-covered contractor personnel” means contractor personnel who have been designated as having SOFA Article I(b) status or SOFA Article XIV status, which is documented on a Letter of Authorization (LOA) signed by the Contracting Officer.

“SOFA status” means either SOFA Article I(b) status or SOFA Article XIV status or a dependent under Article I(c).

“Status of Forces Agreement” means the “Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan,” dated January 19, 1960, and all supplementary agreements to the SOFA, including the agreement signed on January 16, 2017.

“United States national” means a citizen of the United States, or a person who, though not a citizen of the United States, owes permanent allegiance to the United States.

*(b) General.*

(1) This clause applies to SOFA-covered contractor personnel when performing in Japan. The requirements of paragraph (c)(2) and (e)(1) of this clause must be specified in the statement of work to be applied to non-SOFA-covered contractor personnel.

(2) The Contractor shall comply with the instructions of the Contracting Officer concerning the entry of its personnel, equipment, and supplies into Japan, applicable Japanese laws and regulations, and USFJ and USFJ-component policies and instructions during the performance of this contract. Specifically, the Contractor shall comply with—

(i) USFJ Instruction 64-100, Contract Performance in Japan;

(ii) USFJ Instruction 36-2811, Indoctrination Training Programs;

(iii) USFJ Instruction 36-2611, Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement; and

(iv) USFJ Instruction 64-102, United States Official Contractors and Their Employees, as applicable to contractors and contractor personnel with SOFA Article XIV status.

(3) Application for status under the SOFA shall be in accordance with USFJ Instruction 64-100 and, in specific and limited circumstances, USFJ Instruction 64-102.

(i) The Contracting Officer, through consultation with their legal counsel and the USFJ/J06 office, makes the determination of status under SOFA Article I(b) for contractor personnel.

(ii) If the Contracting Officer makes a request for status as a United States Official Contractor under Article XIV, USFJ Headquarters (HQ USFJ) shall make the final determination on the Contractor’s SOFA status upon consultation with the government of Japan.

(iii) The Contractor shall request a determination of status under the SOFA for its eligible personnel through the Synchronized Predeployment and Operational Tracker (SPOT) system (see paragraph (f) of this clause). The Contracting Officer will approve a LOA generated in SPOT (see paragraph (c)(2) of this clause) indicating the SOFA status of the contractor personnel only after verifying that eligibility criteria described in USFJ Instruction 64-100 are met.

(iv) Contractor personnel dependent information is also required to be entered into SPOT as part of the employee record.

(4) The importation and personal possession of firearms, swords, and other weapons is highly restricted and controlled in Japan. Contractor personnel considering bringing personal firearms, swords, or other weapons into Japan must comply with USFJ Instruction 31-207, “Firearms and Other Weapons in Japan” available from USFJ/J023 at



[pacom.yokota.usfj.mbx.j023@mail.mil](mailto:pacom.yokota.usfj.mbx.j023@mail.mil). The importation and possession of firearms and weapons to perform services under a contract will be addressed separately in the contract.

(5) Offenses committed by the Contractor or contractor personnel may be subject to United States or host nation prosecution and/or civil liability (see paragraph (d) of this clause). Japan authorities have the right to exercise jurisdiction over SOFA-covered contractor personnel, including dependents, in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

(c) *Support.*

(1) *Security plan.* The Commander will develop a security plan that identifies contingency procedures and potential evacuation of nonessential SOFA-covered contractor personnel.

(2) *Letter of authorization.* A SPOT-generated LOA signed by the Contracting Officer is required for SOFA-covered contractor personnel travel to, from, or within Japan.

(i) The LOA will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USFJ has limited capability to provide Government-furnished routine medical services to contractors in Japan. In instances where Government-furnished routine medical services are neither available nor authorized in the contract, the SPOT-generated LOA shall be annotated with "None" checked for Government-furnished routine medical services.

(ii) Contractor personnel shall present a valid LOA to Japanese immigration officials upon entry into and exit from Japan to receive government of Japan recognition as a Member of the Civilian Component under the SOFA or as a contractor with Article XIV status.

(iii) Contractor personnel who are issued a LOA shall maintain possession a DoD-issued identification credential at all times while performing under this contract in Japan. If the contractor personnel does not possess a DoD-issued identification credential, he or she shall maintain possession of a copy of the LOA and their passport at all times while performing under this contract in Japan.

(3) *SOFA-status contractor personnel privileges.* Contractor personnel and their dependents granted authority to enter Japan under SOFA Article I(b) may be accorded the following benefits of the SOFA:

(i) Access to and movement between facilities and areas in use by the United States Armed Forces and between such facilities and areas and the ports or airports of Japan as provided for in paragraph 2 of the SOFA Article V.

(ii) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX.

(iii) Acceptance as valid by Japan, without a driving test or fee, a USFJ Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation.

(iv) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States Armed Forces; furniture, household goods for private use imported by person when they first arrive to work in Japan; vehicles and parts imported for private use; and reasonable quantities of clothing and household goods for everyday private use, which are mailed into Japan through United States military post offices as provided for in paragraphs 2 and 3 of SOFA Article XI.

(v) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in paragraph 7 of SOFA Article XII, except that such exemption shall not apply to the employment of local nationals in Japan.

(vi) Exemption from Japanese taxes to the government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States Armed Forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources.

(vii) If authorized by the installation commander or designee, permission to use exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV and DoD Manual 1000.13-V2, DoD Identification (ID) Cards: Benefits for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals.

(viii) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in paragraph 2 of SOFA Article XIX.

(ix) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(4) *Logistical Support.*

(i) Logistical support may be authorized, when the Contracting Officer determines it necessary and appropriate, for contractor personnel in Japan. Generally, the full range of logistical support listed below is not necessary for contractor personnel performing services in Japan on a short-term basis, less than 91 days. Contractor personnel granted SOFA Article I(b) status and their dependents may be provided logistical support, subject to availability as determined by the installation commander or designee. Logistical support includes the following:

(A) Base Exchange, including exchange service stations, theaters, and commissary.

(B) Military banking facilities.

(C) Transient billeting facilities.

(D) Open mess (club) membership, as determined by each respective club.

(E) Casualty assistance (mortuary services), on a reimbursable basis.

(F) Emergency medical care, on a reimbursable basis.

(G) Dental care, limited to relief of emergencies, on a reimbursable basis.

(H) Department of Defense Dependent Schools, on a space-created and tuition-paying basis.

(I) Postal support, as authorized by military postal regulations.

(J) Local recreation services, on a space-available basis.

(K) Issuance of USFJ Operator's Permit, if the Contracting Officer determines it necessary based on the length of contract performance.

(L) Issuance of personal vehicle license plates.

(ii) No other logistical support is authorized for contractor personnel in Japan unless the Contracting Officer obtains a specific authorization from the installation commander where the support will be provided, after coordination with USFJ/J06.

(5) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel

engaged in Japan under this contract. This support includes the Contractor responsibility for entry and exit from Japan to ensure compliance with Japanese laws concerning foreign personnel in their country.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in Japan are familiar with and comply with, all applicable—

(i) United States, host country, and third-country national laws;

(ii) Provisions of applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the USFJ Commander and installation commanders, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) If required by the contract, the Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training.

(3) The Contractor shall ensure that all contractor personnel are aware—

(i) Of the DoD definition of “sexual assault” in DoD Directive 6495.01, Sexual Assault Prevention and Response Program; and

(ii) That sexual misconduct may constitute offenses under the law of Japan, Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or both. All offenses have consequences for contractor personnel, including dependents.

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under the Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code) or other Federal or local laws.

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the operational area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/report-a-crime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/ContactUs/Pages/ReportaCrime.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>; or

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that contractor personnel supporting the U.S. Armed Forces in Japan are aware of their rights to—

- (A) Hold their own identity or immigration documents, such as passport or driver's license;
  - (B) Receive agreed upon wages on time;
  - (C) Take lunch and work-breaks;
  - (D) Elect to terminate employment at any time;
  - (E) Identify grievances without fear of reprisal;
  - (F) Have a copy of their employment contract in a language they understand;
  - (G) Receive wages that are not below the legal in-country minimum wage;
  - (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
  - (I) If housing is provided, live in housing that meets host-country housing and safety standards.
- (ii) The Contractor shall post these rights in work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.
- (iii) The Contractor shall enforce the rights of contractor personnel and subcontractor personnel supporting the United States Armed Forces.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to departure of SOFA-covered contractor personnel and, as specified in the statement of work, non-SOFA-covered contractor personnel (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
- (ii) All required USFJ Form 27, Contractor Employee Acknowledgement Forms.
- (iii) All such personnel performing in support of an applicable operation—
  - (A) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the United States Indo-Pacific Command (USINDOPACOM) Combatant Commander (as posted to the USINDOPACOM Combatant Commander's website or other venue); and
  - (B) Have received all required immunizations as specified in the foreign clearance guide.
  - (I) All immunizations shall be obtained prior to arrival in Japan.

(2) All such personnel, as specified in the statement of work, shall bring to Japan a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World

Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iv) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit Japan, and other appropriate DoD identity credential.

(v) Special area, country, and theater clearance is obtained for all personnel. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, SOFA-covered contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(2) The Contractor shall notify its personnel, including dependents, who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such personnel, and dependents, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9));

(iv) In time of declared war or a contingency operation, SOFA-covered contractor personnel and selected non-SOFA covered contractor personnel may be subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);

(v) Contractor personnel are required to report offenses alleged to have been committed by or against other contractor personnel to appropriate investigative authorities; and

(vi) Contractor personnel will be provided victim and witness protection and assistance.

(f) *Personnel data.*

(1) The Contractor shall—

(i) Use the SPOT web-based system, or its successor, to account for all SOFA-covered contractor personnel performing in Japan under the contract;

(ii) Register for a SPOT account at <https://spot.dmdc.mil> for unclassified contracts and at <https://spot.dmdc.osd.smil.mil> for classified contracts using one of the following log-in methods, after which the SPOT Customer Support Team will contact the Contractor to validate user needs:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate.

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval;

(iii) Comply with the SPOT Business Rules located at <https://www.acq.osd.mil/log/PS/spot.html>;

(iv) Enter into the SPOT the required information on contractor personnel, accompanying dependents and equipment prior to departure and continue to use the SPOT to maintain accurate, up-to-date information throughout performance in Japan for all applicable contractor personnel. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed,

wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at [http://www.acq.osd.mil/log/PS/ctr\\_mgt\\_accountability.html](http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html); and

(v) Ensure the in-theater arrival date, closeout dates, and changes of the status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the performance in the operational area with their proper status, are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(2) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities, in accordance with Federal Acquisition Regulation subpart 42.15.

(g) *Contractor personnel.*

(1) Civilian personnel supporting the United States Armed Forces in Japan are guests in a foreign country and must at all times conduct themselves in an honorable and credible manner. Criminal conduct and dishonorable personal behavior, committed either on or off duty, adversely impacts United States and Japanese relations, tarnishes the image of the DoD and USFJ, and hampers the Force's military readiness.

(i) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel are familiar with, and comply with, all applicable—

(A) United States and host country laws;

(B) Treaties and international agreements;

(C) United States regulations, United States Armed Forces directives, instructions, policies, and procedures; and

(D) Orders, directives, and instructions issued by supported commanders, including those relating to force protection, security, health, safety, liberty policies, alcohol-related incidents, or relations and interaction with local nationals, should serve as guideposts in all on and off duty conduct and will be used as general principles in the application of the Government's discretion with regard to paragraph (ii), below.

(ii) *Removal and replacement of Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of the contract, including those stipulated in this section. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the termination for default or cause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's Representative, or installation commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their employment under this contract.

(h) *Protective equipment.*

(1) Contractor personnel may wear military-unique organizational clothing and individual equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment. Any required protective equipment should be identified in the statement of work in the contract.

(2) The Commander may issue organizational clothing and individual equipment and provide training, if necessary, as part of the security plan.

(3) The Contractor shall ensure that any issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Evacuation.*

(1) If the Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third-country nationals.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(k) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of its personnel's designated next of kin in the event an individual dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01, Personnel Recovery in the Department of Defense.

(l) *Mortuary affairs.* Contractor personnel authorized to accompany United States Armed Forces may be covered by the DoD mortuary affairs program in accordance with DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

(m) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (m), in all subcontracts that will require subcontractor personnel to perform in Japan.

(End of clause)

**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](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, **the COR identified in NAVAIR Clause 5252.201-9501** 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](mailto: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 [**Insert attachment number**]. [**Insert either "Task orders issued under the contract" or "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.

[  ] (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 **three (3) years** after the date of completion of the contract. (FAR 9.505-1(a))

[  ] (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 nondevelopmental 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 **three (3) years** after the terms of this contract. (FAR 9.505-2(a)(1))

[  ] (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))

[  ] (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)

[  ] (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)

[  ] (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 maybe 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.

**5252.216-9512 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.

**5252.225-9506 VERIFICATION OF "SHIP TO" AND/OR "NOTICE OF AVAILABILITY" ADDRESS (NAVAIR) (JAN 1992)**

The contractor shall submit a request in duplicate to the Transportation Office of the cognizant Contract Administration Office for verification of the "Ship to" address. If the offer/release instructions require a "Notice of Availability" the contractor shall also request verification of the address to which notification will be made (the 'IAC 3' address). Such requests shall be submitted at least ten (10) days in advance of (i) date Notice of Availability is to be submitted, or (ii) actual shipping date, if shipment is to be released automatically.

**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 Liljencrantz 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 [Insert "and the Procuring Contracting Officer." if the COR is reviewing and approving the request.]

(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.

#### **5252.237-9501 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 **for one year**, 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) (MAY 2011)**

(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) 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.

(v) 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.

(vi) 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.

(vii) 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.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-16 (Dev)	Preventing Personal Conflicts of Interest (AUG 2018) (Deviation 2018-O0018)	AUG 2018
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	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
52.204-21	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
52.208-9	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
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2018-O0015)	JUL 2018
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997



52.215-20 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 2010) - Alternate III	OCT 1997
52.215-21	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
52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
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
52.222-25	Affirmative Action Compliance	APR 1984
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	OCT 2019
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	Assignment Of Claims	MAY 2014
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	Disputes	MAY 2014
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
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
252.203-7002	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
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	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
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
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

252.223-7004	Drug Free Work Force	SEP 1988
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
252.225-7012	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
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7021	Trade Agreements--Basic	SEP 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
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7020	Rights In Special Works	JUN 1995
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
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.231-7000	Supplemental Cost Principles	DEC 1991
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	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
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018

252.247-7023	Transportation of Supplies by Sea	FEB 2019
252.247-7028	Application for U.S. Government Shipping Documentation/Instructions	JUN 2012
252.251-7000	Ordering From Government Supply Sources	AUG 2012

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**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 **\$10,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$25M**;

(2) Any order for a combination of items in excess of **\$50M**; or

(3) A series of orders from the same ordering office within **90** 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.

**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 **one year of expiration of the task order.**

**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.**

## 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2018-00018) (AUG 2018)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause -

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626\(e\)\(1\)](#). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626\(e\)\(2\)](#).

“Commercial item” means a product or service that satisfies the definition of commercial item in section [2.101](#) of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act ([43 U.S.C.A. 1601](#) et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with [25 U.S.C. 1452\(c\)](#). This definition also includes Indian-owned economic enterprises that meet the requirements of [25 U.S.C. 1452\(e\)](#).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time

specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The Offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with [43 U.S.C. 1626](#):

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all

subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its unique entity identifier, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, indicating -

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;



- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
  - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
  - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
  - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
  - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact—
    - (A) Trade associations;
    - (B) Business development organizations;
    - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
    - (D) Veterans service organizations.
  - (v) Records of internal guidance and encouragement provided to buyers through—
    - (A) Workshops, seminars, training, etc.; and
    - (B) Monitoring performance to evaluate compliance with the program's requirements.
  - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if--
- (i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
  - (ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.
- (13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.
- (14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in

effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in [19.702](#) for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at [52.212-5](#), Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at [52.244-6](#), Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled “Utilization Of Small Business Concerns;” or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR [19.704\(c\)](#), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

**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 **\$0.00** 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.

**TO BE COMPLETED AT TIME OF AWARD\*\*\***

**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

<b><u>Labor Category</u></b>	<b><u>Monetary Wage</u></b>	<b><u>Fringe</u></b>
Manager/Operations Managers, Senior	\$ 113.50	\$ 65.15
Electrical Engineers, Senior	\$ 113.50	\$ 65.15
Electrical Engineers, Journeyman	\$ 78.46	\$ 45.04
Electrical Engineers, Junior	\$ 48.07	\$ 27.59
Electronics Technician I, Maintenance	\$ 56.36	\$ 32.35
Computer Network Support Specialists, Journeyman	\$ 90.22	\$ 51.79
Computer Network Support Specialists, Junior	\$ 75.15	\$ 43.14
Program/Project/Management Analyst, Senior	\$ 113.50	\$ 65.15
Program/Project/Management Analyst, Journeyman	\$ 90.22	\$ 51.79
Program/Project/management Analyst, Junior	\$ 75.15	\$ 43.14
General Clerk, I	\$ 39.47	\$ 22.66
Financial Analysts, Journeyman	\$ 90.22	\$ 51.79

**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 \_\_\_ 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 TIME OF AWARD\*\*\***

#### **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 address: <https://www.acquisition.gov/far>.

#### 252.216-7006 ORDERING (SEP 2019)

(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 **DCA** through **5 years**.

(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 Data Access system, and notice has been sent to the Contractor.

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

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

(End of Clause)

#### **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.

#### **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
Exhibit A	CDRLs		
Attachment 1	DD 254		
Attachment 2	List of Applicable Wage Determination		
Attachment 3	CSP		
Attachment 4	OCI List		
Attachment 5	Data Transmittal Form		
Attachment 6	Locator Form		
Attachment P1	P1 Cost Summary Spreadsheet		
Attachment P2	P2 Annual Fully Burdened Rates		
Attachment P3	PPIF		
Attachment P4	CPAQ		
Attachment P5	CPAQ Instructions		

## 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
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification.	JUN 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
252.219-7000	Advancing Small Business Growth	SEP 2016
252.247-7022	Representation of Extent of Transportation by Sea.	JUN 2019

## CLAUSES INCORPORATED BY FULL TEXT

**52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)**

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [ ] is, [ ] is not a women-owned business concern.

**52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)**

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

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Highest-level offeror" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family member, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_ (Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_

Highest-level owner legal name: \_\_\_\_\_ (Do not use a "doing business as" name).

#### **52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)**

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

"Commercial and Government Entity (CAGE) Code means --

(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merge). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that is [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_\_. (Do not use a "doing business as" name).

#### **52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract, violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision, and

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

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

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

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

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

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

## 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a

Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

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

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

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

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

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

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

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

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

**52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)**

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub.L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it --

- (1) Has [ ] filed all Federal tax returns required during the three years preceding the certification;
- (2) Has not [ ] been convicted of a criminal offense under the Internal Revenue Code of 1986; and
- (3) Has not [ ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

#### **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)**

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

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

“Service-disabled veteran-owned small business concern” --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in U.S.C 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2);

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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

“Women-owned small business concern” means as small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

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



(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

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

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

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

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

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

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

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

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

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

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It [ ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that

- (a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### **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](mailto: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

## 252.213-7000 NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF SUPPLIER PERFORMANCE RISK SYSTEM IN PAST PERFORMANCE EVALUATIONS (SEP 2019)

(a) The Supplier Performance Risk System (SPSR) application (<https://www.sprs.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.sprs.csd.disa.mil/reference.htm>. 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.sprs.csd.disa.mil/pdf/SPRS\\_DataEvaluationCriteria.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf). The method to challenge a rating generated by SPRS is provided in the User's Manual.

(End of provision)

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

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

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

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

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

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

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

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

(End of provision)

**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)

### **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 "principal subcontractor" is defined as a subcontractor who provides at least 20% of the proposed total price/cost (excluding the Offeror's profit/fee), 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 [kelsey.buell@navy.mil](mailto:kelsey.buell@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 date may not be answered. Any government responses to questions will be posted on [beta.SAM.gov](http://beta.SAM.gov).

#### **2.0 PROPOSAL FORMAT**

Proposals must 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. All pages should 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 one page. Graphs and tables shall be presented in no smaller than a 10 pt. font and should contain a grid, which allows values to be read directly from the graph. Graphic resolution, including such data as tables or charts, should be consistent with the purpose of the data presented. Electronic files must be fully compatible with Microsoft Office 2016. For information not supported by MS Office products, the electronic files must be fully compatible with the latest Adobe Acrobat reader.

#### **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 such that its Volume/paragraph number matches the Proposal Instructions Volume/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 reasons 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, section, and element, etc., in the Offeror's proposal.

Each volume of the proposal shall be submitted electronically 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. The authorized Annexes are summarized in the table below.

<b>Volume Number</b>	<b>Volume Title</b>	<b>Page Limit</b>	<b>Copies Required</b>
1	Offer Letter/ Section K – Representations and Certifications	<i>No Limit</i>	<i>1 Electronic</i>
2	TECHNICAL 1.1 Understanding of the work 1.1.1 Sample Task 1.2 Workforce 1.2.1 Key Personnel Resumes 1.3 Transition Strategy	<i>As indicated below</i> <i>1 page-Title Only*</i> <i>20 pages</i> <i>1 page-Title Only*</i> <i>2 pages per resume</i> <i>5 pages</i>	<i>1 Electronic</i>
3	PAST PERFORMANCE 2.1 Past Performance Cross Reference Matrix	<i>No page limit</i>	<i>1 Electronic</i>
4	PRICE/COST Cost Summary/CLIN Breakout Spreadsheet	<i>No page limit</i>	<i>1 Electronic</i>
<i>Annex # 1</i> <i>(Past</i> <i>Performance,</i> <i>Volume 3)</i>	SOW/PWS Past Performance Contract Reference	<i>No page limit</i>	<i>1 Electronic</i>
<i>Annex # 2</i>	Organizational Conflicts of Interest (OCI) Disclosure and Mitigation Plans	<i>No page limit</i>	<i>1 Electronic</i>

Annex # 3	Small Business Subcontracting Plan (if applicable) and Small Business Utilization Strategy	No page limit	
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\*Will not be evaluated by the Government

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 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/PWS	Section M – Evaluation Factor	Offeror’s Proposal Reference	CLIN Reference
Volume 1 Technical	Example: Para 3.1 Note: This column shall address all paragraphs in Sections xx and xy of the SOW/PWS.	2.A	Provide reference to Offeror’s Proposal Volume I – Technical. Example: Refer to appropriate page number in Offeror’s written proposal	
Volume 1 Technical				
Volume 1 Technical				

**4.0 PROPOSAL SUBMISSION:**

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.

Due to the COVID-19 pandemic, proposal submission will be limited to electronic submission via DoD Safe (<https://safe.apps.mil/>). An email shall be submitted to Kelsey Buell, [kelsey.buell@navy.mil](mailto:kelsey.buell@navy.mil) NLT 1400 on April 16, 2020 requesting a “Drop-Off Request Code”. Upon receipt, a response email will be sent by the Contract Specialist to the Offeror that contains the “Drop-Off Request Code”. This code authorizes the Offeror to “Drop-Off” the proposal documents.

## 5.0 PROPOSAL PACKAGING:

The Offeror shall package the proposal volumes electronically.

## 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/>

## PART B SPECIFIC INSTRUCTIONS

**With the exception of Section L-1, Part B, Paragraph 1.4 Small Business Utilization Strategy and Subcontracting Plan, cost or pricing information shall only appear in the Price/Cost volume and Annex #3.**

### 1.0 VOLUME 2: TECHNICAL

The Offeror shall provide all information and data required to conduct a thorough and complete technical evaluation. The Offeror shall address the following in the proposal:

#### 1.1 Understanding of the work

##### 1.1.1 Sample Task

Sample Task: The offeror shall provide a written response to the sample tasks provided below. **This sample task does not include a Turn Around Time (TAT) requirement for installations.** Unique methods of resolving problems identified in the Sample Tasks are 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. Each response should include the following information and follow this outline:

- (1) Team - Identify the Contractor team members that need to participate in the effort; and if applicable, describe the roles and responsibilities of any subcontractors, and/or Joint Venture (JV) team members required to perform the work.
- (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 the methodology, which would be used in accomplishing the task.
- (4) Performance Risk Analysis - Identify contingent events inherent to the nature of the effort that could, if they were to occur, endanger satisfactory performance. Focus on critical events that are realistically likely to occur and that would pose serious problems (do not try to identify every event that could cause some minor difficulty).
- (5) 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.

- (6) Models & Tools - Identify the models and/or other tools that would be utilized to perform the task.
- (7) Identify the process to track progress towards completion of task.
- (8) Reports - Provide a list of recommended reports(s) to document the task.
- (9) Level of Effort (LOE)- Provide an outline of hours by Labor Category (LCAT) required to complete the task; do not include cost.

#### 1.2.1 Sample Task Description.

- a) Subject: Assist the Original Equipment Manufacturer (OEM) with the integration of a small form factor Identification Friend or Foe (IFF) transponder in a Unmanned Aerial System (UAS) platform. Perform testing, validation, and certification of installation.
- b) Background: AD-4.11.2 has been tasked to assist with the installation and test/certification of Combat Identification systems onto U.S. Navy manned and unmanned aircraft platforms. The Combat Identification equipment will be installed into the appropriate locations on each airframe, and is to include the associated antenna(s). Successful installation is predicated upon a thorough understanding of the aircraft environment, installation location environment, flight clearance requirements, and constraints of operational employment. This understanding includes aircraft modification processes, procedures, configuration control, and physical requirements for integration. The underpinning of successful integration/installation is a robust systems engineering and management approach.
- c) Requirements: AD-4.11.2 has a requirement to concurrently assist two (2) platform OEMs in the integration of both the AN/ZPX-1(C) IFF microtransponder in the RQ-99 UAV, and the APX-123A(V) IFF transponder in the T-77 trainer aircraft. OEM1 for the RQ-99 has production and integration facilities in Buffalo, NY. OEM2 for the T-77 has production and integration facilities in Wichita, Kansas. Following initial system integration at the OEM facilities, platforms will be delivered to Naval Air Station (NAS) Patuxent River, MD, where AD-4.11.2 will plan for and assist platform program office personnel in execution of Air Traffic Control Radar Beacon System, Identification Friend or Foe, MK XII Identification System (AIMS) platform certification testing. Following successful AIMS platform testing, AD-4.11.2 will assist the program office and AD-5.0 with platform flight testing.

The offeror's proposed approach elements must be outlined in detail and include at a minimum the following:

- Description of the aircraft modification processes required to ensure successful integration of these systems into the two corresponding aircraft platforms.
- Process description for the identification and documentation of all system interfaces.
- Process description for the implementation and maintenance of cost and schedule controls.
- Facility considerations.
- Discussion of issues that could arise during integration, test, and certification, and how those issues would be addressed.
- Create a WBS and an IMS to support the approach.
- Provide a breakdown of the hours per labor category that would be needed to complete the tasking. Describe the duties and responsibilities of each labor category to show how their contributions would lead to the success of the project.
- Provide a breakdown of the travel and materials that would be required for this effort.

1.2 Workforce – Labor Category Information – Labor Category descriptions and qualifications are in accordance with Section C SOW, paragraph 3.4.8 LCAT Qualifications.

1.2.1 Key Personnel Resumes – The Contractor shall provide one (1) resume per Key Personnel. For all proposed current or contingent Key Personnel listed in the table in SOW paragraph 3.3.9, provide a resume of the

work assignments, training, etc., that demonstrates the experience and specialized qualifications of each key person proposed. Resumes shall contain, at a minimum, the following information:

- Employee name
- Years of employment experience in chronological order including narrative description of duties and responsibilities
- Current position, title and employer
- Educational history
- Institution name, degree or certification earned, and year for all degrees or certifications earned
- Current level of security clearance and status (i.e. final, interim, For n/a)

1.3 Transition Plan – The services under this solicitation are vital to the Government and must be continued without interruption. The Offeror is required to submit a written narrative delineating a 30-day transition plan that ensures a smooth workplace changeover as the offeror begins to work on the contract with no loss of service and minimal loss of corporate knowledge. The plan shall take into consideration the following elements as well as any additional elements deemed necessary by the Offeror:

- a) Work Turnover
- b) Quality Assurance
- c) Training
- d) Risk Mitigation strategies
- e) Security Requirement to include OPSEC, facility clearances, and base access
- f) Data Transfer

1.4 Small Business Utilization Strategy and Subcontracting Plan – All Offerors shall address their strategies for utilizing SB concerns in the performance of this contract, whether as a JV, teaming arrangement, or subcontractor. SB Offerors may meet this requirement using work they perform themselves. In describing its SB Utilization Strategy for this solicitation, the Offeror shall, as applicable:

(a) Describe the extent of participation of SB Concerns on this contract, including a detailed description of the supplies and services for each SB Concern element, and the complexity and variety of the work SB Concerns are to perform. For each SB Concern specifically identified in the proposal, provide the SB Concern's CAGE Code, or if the SB Concern is not registered in the System for Award Management, as a minimum provide evidence of self-certification as a SB Concern. Where possible, provide documentation regarding enforceable commitments to utilize each SB Concern.

(b) SB Subcontracting Plans: The Large Business Offeror shall provide its SB Subcontracting Plan conforming to the requirements of FAR 19.7 and DFARS 219.7, unless there is an already approved comprehensive SB Plan. The Subcontracting Plan of the successful Offeror(s) should match the Small Business Utilization Strategy, and will be reviewed and approved by the PCO prior to contract award. See FAR 19.702(a) (1) Statutory Requirements, regarding failure of the apparent successful Offeror to negotiate and submit a Subcontracting Plan acceptable to the Contracting Officer. The successful Offeror's approved Subcontracting Plan will be incorporated into the resultant contract.

## **2.0 VOLUME 3: PAST PERFORMANCE**

### **2.1 General**

Sources of past performance evaluation information include, but are not limited to, information provided by the Offeror in response to the solicitation, information obtained from questionnaires, interviews with Program Managers, Contracting Officers, and Fee Determining Officials, and other sources such as the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information Systems, Electronic Subcontract Reporting System, and the Defense Contract Management Agency (DCMA).

The Offeror shall complete the Past Performance Information Form, Attachment P3, for each past performance reference (contract or delivery/task order) performed within five years of the solicitation release date. The Offeror shall submit no more than five Past Performance Information Forms as the Prime Contractor, no more than two forms for each principal subcontractor, and/or no more than two forms for each JV team member. For contract references that contain delivery/task orders, additionally provide the work description(s) for each specific delivery/task order deemed relevant by the Offeror to this solicitation’s requirements. Note, an IDIQ contract and an order issued under the IDIQ contract count as one award. For contract references where the Offeror performed as a subcontractor, the Offeror shall clearly identify the applicable portion of the contract requirements that they performed. The Offeror shall submit written consent from its principal subcontractor(s and JV team member(s) that will allow the Government to coordinate any past performance issues directly with the Offeror. If the Offeror does not submit the written consent, the Government will address any past performance issues directly with the principal subcontractor or JV Team member and the Offeror will forfeit the opportunity to participate in any related discussions. Consequently, for any principal subcontractor and JV team member that does not provide the written consent, the Offeror shall provide the name, address, phone number, and email address with whom the Government may address any past performance issues.

The Offeror shall provide a narrative on each Past Performance Information form in the “Contract Effort Description” area that clearly describes how each contract reference has relevant work effort that matches the relevancy definitions specified in Section M of the solicitation. Additionally, the Offeror shall provide one electronic copy of the Statement of Work/Performance Work Statement for each contract reference as Annex 1 to this Past Performance Volume.

The primary source of past performance information will be PPIRS. If a Contractor Performance Assessment Report (CPAR) exists for multiple years for the same contract/order, all periods of performance for that contract/order will be used for evaluation. In the event a CPAR does not exist for a past performance reference, and the past performance reference is for a Government contract, the Offeror shall submit a Contractor Performance Assessment Questionnaire (CPAQ), Attachment P5, to the Program Manager, Contracting Officer Representative (COR), or Technical Point of Contact (TPOC), who is a Government employee and the Assessing Official. The Offeror shall include instructions for the Assessing Official to send completed questionnaires within two weeks of its receipt via e-mail to Kelsey Buell, Contract Specialist, at [kelsey.buell@navy.mil](mailto:kelsey.buell@navy.mil) AND Stacey MacMillan, Contracting Officer, at [Stacey.macmillan@navy.mil](mailto:Stacey.macmillan@navy.mil) thereby allowing the Government Assessing Official approximately two weeks to complete their response. All CPAQs should be received by Kelsey Buell and Stacey MacMillan by the solicitation due date. If the past performance reference is for a commercial contract, not in support of a Government requirement, then the Assessing Official is not required to be a Government employee.

**3.0 VOLUME 4: PRICE/COST PROPOSAL**

3.1 Volume Content:

(a) This Volume shall contain the Contract Compliance information specified below as follows:

i. **Offeror Summary Table:** The Offeror shall complete the table below. The Offeror shall include all subcontractors and JV team members who will be involved with the performance of the contract and list all sites where the work will be performed. If a JV teaming or subcontracting arrangement is proposed, identify the work share, distribution elements, and ratios that each contractor will perform using the table below. Also, provide a definition of the legal relationship between the entities if it is other than a Prime/subcontractor relationship.

Contractor Name (Indicate Prime, JV Team Member, or Sub)	Place of Performance/	CAGE CODE/DUNS #	Brief Work Description and/or Program Responsibility	% of Total Proposed Price

- ii. Signed SF33 or SF1449 for basic solicitation and acknowledgment of each amendment, including completion of any RFP clause or provision that requires a fill-in or response.
- iii. Signed Representations, Certifications, and Acknowledgements and/or System for Award Management (SAM).
- iv. Guarantee the length of proposal validity (for at least 180 days after proposal due date).

(b) This Volume shall also contain a copy of Section B with the Contract Line Item (CLIN) and Sub-CLIN Unit Prices and, for evaluation purposes, the Total Prices filled in using the estimated quantities value in the solicitation and the instructions below. Section B prices shall be provided separately in one digital data copy in MS Office 2010 Excel format on CD-ROM media. Within all Excel spreadsheets, the Offeror shall use formulas and functions to the maximum extent possible and avoid using output type “value only” cells. If links are utilized, supply those referenced files. Spreadsheets shall not be protected.

(c) All price/cost and price/cost supporting information shall be contained in Section B and the price/cost proposal. No price or pricing information shall be included in any other technical volume including cover letters. Offeror are responsible for submitting sufficient information to enable the Government to fully evaluate their price/cost proposal.

### 3.2 Ground Rules and Assumptions:

(a) As this is a competitive acquisition with adequate price competition anticipated, certified cost or pricing data in accordance with FAR 15.403-1 is not required. However, in the event that adequate price competition does not exist after receipt of proposals, the Government reserves the right to request additional cost or pricing data as necessary from both the Offeror and subcontractors. Further, the Offeror may be required to provide a Certificate of Current Cost or Pricing Data prior to award, pursuant to FAR 15.406-2.

(b) The Offeror shall provide sufficient information to support its price/cost as well as an explanation of all ground rules and assumptions that affect the price/cost estimates.

(c) If subcontractors are proposed, they shall provide the same information required for the prime contractor, unless otherwise noted in the Price/Cost Information section below

### 3.3 Price/Cost Information:

Offerors shall submit their fully completed cost/price proposal utilizing the Cost Summary Format (Attachment P1). The spreadsheet shall be formatted on letter size (8.5 X 11) paper and shall be unprotected and unlocked, with formulae intact to show mathematical operations. The Offeror shall use the CLIN Summary tab to breakout total proposed costs by CLIN.

Complete Attachment P2, (Fully Burdened Labor Rates); detailing the fully burdened labor rates for all prime contractors and their subcontractor personnel. Fully burdened labor rates are defined as direct labor rates plus all applicable burdens, to include indirect rates, and subcontractor pass-through costs where applicable. For subcontractor labor, the fully burdened labor rates shall be inclusive of any pass-through charges (e.g., subcontractor handling, fixed fee on subcontractor labor, etc.) applied by the prime contractor. As defined in Section M, Offerors that propose a fully burdened per employee labor cost exceeding \$300,000 shall provide rationale in their cost proposal narrative section that justifies the reasonableness of the cost for the applicable employees.

(a) The Government is not soliciting any investments. However, in order for the Government to properly assess a proposed price/cost that appears low due to a corporate decision to absorb costs, e.g., lower than usual burdens or rates, the Offeror shall fully identify and explain any such investments.

(b) Direct/Indirect Rates: The Offeror shall submit Forward Pricing Rate Agreements (FPRAs), Collective Bargaining Agreements (CBAs), and Area Wage Determinations (AWDs) as applicable for all proposed personnel. The Offeror shall identify whether the labor rates proposed are FPRAs, CBAs, AWDs, ACO/DCAA recommended rates (FPRRs), or Offeror proposed rates (FPRPs). The Offeror shall propose in compliance with the current hourly

rate set forth in the Department of Labor Wage Determination as applicable. The Offeror shall provide Defense Contract Audit Agency (DCAA) Information/Payroll Verification information as follows: A DCAA point of contact, with a current e-mail address, must be provided for the prime and each subcontractor. The Offeror and proposed subcontractors shall provide the most current DCAA Provisional Billing Rate Approval Letter, DCAA Final Billing Rate Approval Letter, and/or DCAA Forward Pricing Rate Agreement recommendation, payroll verification for currently employed proposed personnel, and any other information necessary to substantiate the rates proposed. Payroll verification shall consist of a form containing the title, direct labor rate, and a signed certification by an authorized representative of the company that the information contained in the form is correct. For key personnel contingent hires, the offeror shall provide contingent offer letters outlining salary information for contingent hire employees. For any prospective hires for non-key personnel, provide information to substantiate the rates proposed. All contingent hires shall have a letter of intent submitted under the Cost Volume. The letter of intent is a separate written agreement signed by the potential employee(s) to work for the Offeror effective at contract award. Any proposed consultants shall have a consultant agreement substantiating the rates proposed. If a composite rate or other pricing methodology (e.g. cost estimating relationships) is utilized, the Offeror shall demonstrate how those rates were developed. Subcontractors and team members shall provide this information either separately or included in the Offeror's submission of this document.

The following definition applies:

- A "contingent hire" is an individual who has committed, under a signed letter of intent, inclusive of salary information, to being employed by the Offeror if the Offeror is awarded the contract.

If any of the rates utilized by the Offeror or any subcontractors differ from the DCAA information and/or payroll verification, a justification shall be provided for the difference. If DCAA has not reviewed the rate information for an Offeror or one of its subcontractors, the Offeror must submit a detailed justification of the proposed direct and indirect rates. The Offeror shall also provide documentation verifying that it has a DCMA approved Accounting System in accordance with DFARS clause 252.242-7006, or state that it's Accounting System has not been approved by DCMA. Offerors shall provide the last three (3) years of actual indirect information. The Government may compare a prospective Offeror's labor category rate to the average labor rate from industry.

(c) The Offeror shall fully disclose the buildup of cost/price of each CLIN.

(d) When completing the Cost Summary Spreadsheet (Attachment P1), the Offeror shall not utilize any fully burdened hourly rates when pricing the labor of its employees.

(e) Offeror's labor classifications should cross-reference to Department of Labor (DOL) wage determination classifications as much as possible.

The Offeror shall demonstrate compliance with the minimum monetary wages and fringe benefits for service employees as specified in the Wage Determination for each proposed location.

(f) This solicitation is, and the resulting contract will be, subject to the Service Contract Act of 1965, as amended, and to FAR clause 52.222-41, contained in Section I of this solicitation. Offerors shall propose employee's wages in accordance with the attached Wage Determination. As part of the cost/price proposal, the Offeror shall furnish the names of the proposed labor categories and the corresponding labor categories from the attached Wage Determination as well as documentation of compliance with the minimum monetary wages and fringe benefits for service employees as specified in the Wage Determination (provided as an attachment in Section J of this solicitation). Offerors are required to submit a total compensation plan setting forth salaries and fringe benefits proposed for employees (including temporary and part time employees) who will work under the contract and are subject to the Act, and explain how the compensation plan complies with the Service Contract Act. If the Offeror's proposed employees are under a collective bargaining agreement, the Offeror shall provide a copy of the agreement.

(g) Provide a narrative that addresses any assumptions made during the preparation of the cost/price proposal and discuss the basis for the cost elements listed below:





The Offeror shall utilize the estimated amounts provided by the Government for ODCs and include all applicable burdens. If it is the contractor’s accounting practice to apply (and invoice for) burdens with regards to ODCs, then the contractor shall propose the ODC amount plus the addition of the applicable burdens. If the contractor chooses not to burden ODCs, then the contractor shall propose an H-clause to establish that burdens will be unallowable for ODCs. NO FEE SHALL BE APPLIED TO ODCs.

3.5.2 Labor Hours

The Government estimate is 240,000 hours for the entire work effort, inclusive of options. A work-year is defined as 1,920 hours exclusive of holidays and leave. For evaluation purposes, the Offeror shall propose the labor categories/hours as outlined below:

Government Site	Year 1 01 July 2020 – 30 June 2021			Year 2 01 July 2021 – 30 June 2022			Year 3 01 July 2022 – 30 June 2023			Year 4 01 July 2023 – 30 June 2024			Year 5 01 July 2024 – 30 June 2025			Total
	Hrs/year	Man Years	Total Hours	Hrs/year	Man Years	Total Hours	Hrs/year	Man Years	Total Hours	Hrs/year	Man Years	Total Hours	Hrs/year	Man Years	Total Hours	
Manager/Operations Managers, Senior*	1920	.5	960	1920	.5	960	1920	.5	960	1920	.5	960	1920	.5	960	4800
Electrical Engineers, Senior*	1920	1.5	2880	1920	1.5	2880	1920	1.5	2880	1920	1.5	2880	1920	1.5	2880	14400
Program/Project/Management Analyst, Senior	1920	.5	960	1920	.5	960	1920	.5	960	1920	.5	960	1920	.5	960	4800
<b>Total</b>		<b>2.5</b>	<b>4800</b>		<b>2.5</b>	<b>4800</b>		<b>2.5</b>	<b>4800</b>		<b>2.5</b>	<b>4800</b>		<b>2.5</b>	<b>4800</b>	<b>24000</b>

Contractor Site	Year 1 01 July 2020 – 30 June 2021			Year 2 01 July 2021 – 30 June 2022			Year 3 01 July 2022 – 30 June 2023			Year 4 01 July 2023 – 30 June 2024			Year 5 01 July 2024 – 30 June 2025			Total
	Hrs/year	Man Years	Total Hours	Hrs/year	Man Years	Total Hours	Hrs/year	Man Years	Total Hours	Hrs/year	Man Years	Total Hours	Hrs/year	Man Years	Total Hours	
Manager/Operations Managers, Senior*	1920	.5	960	1920	.5	960	1920	.5	960	1920	.5	960	1920	.5	960	4800
Electrical Engineers, Senior*	1920	1.5	2880	1920	1.5	2880	1920	1.5	2880	1920	1.5	2880	1920	1.5	2880	14400
Electrical Engineers, Journeyman*	1920	5	9600	1920	5	9600	1920	5	9600	1920	5	9600	1920	5	9600	4800
Electrical Engineers, Junior	1920	2	3840	1920	2	3840	1920	2	3840	1920	2	3840	1920	2	3840	19200
Electronics Technician I, Maintenance	1920	7	13440	1920	7	13440	1920	7	13440	1920	7	13440	1920	7	13440	67200
Computer Network Support Specialists, Journeyman	1920	1	1920	1920	1	1920	1920	1	1920	1920	1	1920	1920	1	1920	9600
Computer Network Support Specialists, Junior	1920	1	1920	1920	1	1920	1920	1	1920	1920	1	1920	1920	1	1920	9600
Program/Project/Management Analyst, Senior	1920	.5	960	1920	.5	960	1920	.5	960	1920	.5	960	1920	.5	960	4800
Program/Project/Management Analyst, Journeyman	1920	1	1920	1920	1	1920	1920	1	1920	1920	1	1920	1920	1	1920	9600
Program/Project/Management Analyst, Junior	1920	1	1920	1920	1	1920	1920	1	1920	1920	1	1920	1920	1	1920	9600
General Clerk, I	1920	1	1920	1920	1	1920	1920	1	1920	1920	1	1920	1920	1	1920	9600
Financial Analysts, Journeyman	1920	1	1920	1920	1	1920	1920	1	1920	1920	1	1920	1920	1	1920	9600
<b>Total</b>		<b>22.5</b>	<b>43200</b>		<b>22.5</b>	<b>43200</b>		<b>22.5</b>	<b>43200</b>		<b>22.5</b>	<b>43200</b>		<b>22.5</b>	<b>43200</b>	<b>216000</b>

\*Key Personnel

3.5.3 Incumbent Information

The incumbent contractors are:

*J.F. Taylor, Inc.*  
 21610 South Essex Drive

*Lexington Park, MD 20653*

The incumbent subcontractors are:

N/A

### 3.5.4 Use of Government Furnished Property:

If the Offeror proposes/requires the use of Government Furnished Property (GFP) or Government Furnished Information (GFI), then the Offeror shall provide:

- A complete description of the required GFP/GFI including part number and serial number, if applicable.
- Where the GFP/GFI is to be located.
- The name, organization, complete address and telephone number of a cognizant Government point of contact.
- In the case of GFP/GFI accountable to other Government contracts, a copy of the correspondence authorizing use of such GFP/GFI on this contract.
- The monetary impact to the Offeror's proposal if the proposed GFP/GFI is not provided as GFP/GFI.

If no GFP/GFI is required, the Offeror shall so state.

### CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
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
52.215-16	Facilities Capital Cost of Money	JUN 2003
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
52.252-5	Authorized Deviations In Provisions	APR 1984
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.215-7008	Only One Offer	JUL 2019
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015

### CLAUSES INCORPORATED BY FULL TEXT

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

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) 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 **Procuring Contracting Officer, AIR-2.5.1.4, Naval Air Warfare Center, Aircraft Division, 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/>.

**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:

**To be included in Volume Number 4, Annex 2, Organizational Conflicts of Interest (OCI) Disclosure and Mitigation Plans of the Proposal**

ATTN: Organizational Conflict of Interest Material

(h) The Contracting Officer will determine whether such interests or contracts present potential organizational conflicts of interest that should preclude award to the offeror.

**5252.219-9501 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 (AIR-2.5.1, Naval Air Warfare Center, Aircraft Division, 21983 Bundy Road, Bldg 441, Patuxent River, Maryland 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) (OCTOBER 2019)****PART A: GENERAL INFORMATION****1.0 GENERAL**

The Government expects to select one Offeror whose proposal offers the “best value” to the Government, using the trade-off method. "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit(s) in response to the requirement. The Offeror is advised that the lowest priced proposal meeting the solicitation requirements may not be selected for an award if award to a higher priced Offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher priced proposal must merit the additional price.

**2.0 EVALUATION PROCESS**

For the Technical factor, a combined Technical/Risk rating will be assigned. This method reflects whether the proposal meets or does not meet the minimum requirements along with an assessment of the strengths, weaknesses, significant weaknesses, and deficiencies of the proposal to determine the combined Technical/Risk rating. The benefit to the Government associated with assessed strengths along with technical risk will be considered in determining whether the Offeror's proposal rises to a level of being thorough or exceptional. Assessment of technical risk considers 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” Technical/Risk Rating may result in the entire proposal being found unacceptable and eliminated from the competition.

Under Past Performance, the Government will evaluate recent performance to determine how well an Offeror has performed work similar to the work required by the solicitation. When proposals are received from joint ventures, specifically formed by the Offeror to propose on a particular acquisition, the past performance evaluation will consider each individual JV team member's relevant past performance. After evaluating the Offeror's past performance information, a Performance Confidence Assessment Rating will be assigned. More relevant past performance will typically be a stronger predictor of future success and have more influence on the Performance Confidence Assessment Rating than past performance of lesser relevance. In the case of an Offeror without a record of relevant past performance, the Offeror will receive a Performance Confidence Assessment Rating of “Unknown Confidence (Neutral)” which is considered a “Neutral” rating.

**3.0 EVALUATION FACTORS FOR AWARD**

Proposals will be evaluated using the factors (and any subfactors), listed below.

**TECHNICAL****Elements:**

1. Understanding of the Work
2. Workforce
3. Transition Strategy
4. Small Business Utilization Strategy and Subcontracting Plan

**PAST PERFORMANCE****PRICE/COST**

Factors and elements are listed in descending order of importance. Technical is significantly more important than past performance.

All evaluation factors other than price/cost, when combined, are significantly more important than price/cost.

## **PART B: SPECIFIC INFORMATION**

### **1.0 TECHNICAL**

The evaluation will include an assessment of the following elements:

- 1.1. Understanding of the Work – The Government will evaluate the Offeror’s understanding of the work based on the information provided as required by Section L of this solicitation. The Government will assess the degree of the Offeror’s understanding of the work requirements and assess the Offeror’s capability to meet contracts requirements based upon the Offeror’s response to the instructions provided in Section L
- 1.1.1 Sample Task - The Government will evaluate each offeror’s proposed approach to the Sample Task to assess its demonstrated ability to meet requirements, adequacy of its approach, understanding of requirements, perceived benefits and associated risk.
- 1.2. Workforce – The Government will evaluate all proposed Key Personnel and the supporting information to determine if they meet the minimum qualification requirements. In addition, Key Personnel proposed to be utilized in the performance of this effort, whose labor qualifications exceed the minimum requirements in such areas as education and experience may be considered strengths if the additional qualification(s) is/are advantageous to the Government.
- 1.3. Transition Strategy – The Government will evaluate the Offeror’s transition strategy based on the responses required by Section L 1.3 of this solicitation.
- 1.4. Small Business Utilization Strategy and Subcontracting Plan – The Government will evaluate the Offeror’s Small Business goals based on the responses required by Section L of this solicitation.

### **2.0 PAST PERFORMANCE**

There are three aspects to the past performance evaluation: recency, relevancy, and quality. The first aspect of the past performance is to evaluate the recency of the Offeror’s past performance being evaluated. Past performance will be considered recent if the contract/order has been performed within five years of the solicitation release date. Past Performance that is not recent will not be considered in the evaluation.

The second aspect of the past performance evaluation is to measure the extent of similarity between the service/support effort, complexity, dollar value, contract type or other comparable attributes of past performance examples and the source solicitation requirements of SOW paragraphs 3.3.1, 3.3.2, 3.3.3, 3.3.4, and 3.3.11.

The third aspect of the past performance evaluation is to evaluate the overall quality of the Offeror’s recent relevant, past performance. The Government will evaluate the Offeror, principal subcontractors, and JV team members performance and focus its evaluation on the following areas: 1) meeting technical requirements, i.e., the quality of technical performance; 2) meeting schedule requirements, e.g., on time or late delivery; 3) controlling contract cost; 4) managing the contracted effort; 5) utilization of small business; 6) regulatory compliance, and 7) the demonstrated systemic improvement actions taken to resolve past problems. A separate quality rating will not be assigned, rather the past performance confidence assessment rating is based on the Offeror’s overall record of past performance taking into account the recency, relevancy, and quality of performance.

### **4.0 PRICE/COST**

#### **Cost Reimbursement CLINs:**

Except for otherwise unacceptable proposals when awarding on initial proposals, the Government will perform a cost realism analysis to determine the most probable cost (MPC) for each applicable offeror’s proposal. Cost realism analysis is the process of independently reviewing and evaluating specific elements of each Offeror’s proposed cost to determine whether the proposed cost is realistic for the work to be performed and are consistent with the unique



methods of performance and materials described in the Offeror's technical proposal. In conducting its cost realism evaluation, the Government may review the prospective Offeror's proposed labor categories and compare the proposed rate to the average labor rate in industry or other similar rates within the same demographic zone where the work is to be performed. Pertinent cost information, including but not limited to DCAA-recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government determination of the MPC for the performance of this contract.

The MPC is an Offeror's total cost, including fee, and any additional adjustments the Government has determined necessary to make the proposed cost realistic for all periods. The Government will use the results of its cost realism analysis to determine the MPC of performance for each Offeror. The MPC may differ from the proposed cost. The higher of the MPC or proposed cost will be used for purposes of evaluation to determine the best value. Contract awarded value, however, will be based upon the successful Offeror's proposed costs.

In accordance with FAR 15.404-1(b)(2), various price analysis techniques and procedures will be employed to ensure the prices being proposed for this requirement are fair and reasonable. To assist in the overall determination of price reasonableness, the Government will identify all instances where a proposed fully burdened labor cost exceeds \$300,000 annually per employee. This also applies to a fully burdened subcontractor employee labor cost, inclusive of the prime contractor's pass-through burden. Proposing a fully burdened labor cost in excess of \$300,000 annually for an employee may ultimately be determined unreasonable absent justification.

Costs that are excessively high or low (without sufficient justification) may be considered unrealistic and unreasonable and may receive no further consideration. Any proposal that is not within the CPFF cited in Section L-1, Part A, paragraph 1.0 General shall include an explanation that specifically draws the Government's attention to any unique technical aspects of the proposal the offeror would like the Government to consider as justification for the deviation from the range.

#### **Total Professional Employee Compensation Plan:**

The Government will evaluate the Offeror's Total Compensation Plan in accordance with FAR 52.222-46.

#### **5.0 Overall Summary Level for all CLINs**

In accordance with FAR 15.404-1(b)(2), various price analysis techniques and procedures will be employed to ensure the prices being proposed for this requirement are fair and reasonable. To assist in the overall determination of price reasonableness, NAVAIR has established a fully burdened annual labor rate of \$300,000 applicable to procuring Services. As part of its evaluation, the Government will identify all instances where proposed fully burdened labor rates exceed \$300,000. The fully burdened labor rate for any proposed subcontractor labor will be calculated inclusive of all pass-through costs being applied by the prime. Any fully burdened labor rate exceeding \$300,000 may ultimately be determined unreasonable absent justification.

Prospective Offerors are forewarned that if there are discrepancies between Section B, Attachment (P1), and Volume 3 Narrative, Section B prevails.

#### **6.0 EVALUATION OF OPTIONS**

Clause 52.217-8, Option to Extend Services, is incorporated in the solicitation. Total evaluated cost/price will also include the six month performance period permitted under the clause, to account for a situation where invoking of the clause, in whole or part, becomes necessary. Specifically, the evaluated cost/price of this six-month period will be calculated by dividing the final ordering period (CLINS 1000-3000) by twelve (12) to establish an estimated monthly amount. The monthly amount will then be multiplied by six to establish the estimated cost for the six-month option to extend services.

#### **7.0 TOTAL EVALUATED PRICE:**

The total evaluated price will be the sum of the Year 1 CLINs Most Probable Cost (MPC), the sum of the MPC Years 2 through 5 CLINs, and the value of the six month option period permitted under clause 52.217-8 (Option to Extend Services).

**PART C: EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS**

**1.0 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, as required. The Government will utilize a combined technical/risk rating for this effort.

**2.0 TECHNICAL EVALUATION RATINGS**

Combined Technical/Risk Ratings: The combined technical/risk assignments are provided in the table below.

<b>COMBINED TECHNICAL/RISK RATING</b>	
Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

**3.0 PAST PERFORMANCE RELEVANCY RATINGS**

Past Performance Relevancy Ratings: More relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

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

#### 4.0 PERFORMANCE CONFIDENCE ASSESSMENT RATINGS

The Government will employ the Performance Confidence Assessments Rating Method described in the table below. In the case of an Offeror without a record of recent relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown or neutral past performance.

Performance Confidence Assessment Rating: Performance Confidence Assessment rating assignments reflect the Government's confidence that the Offeror will successfully perform the solicitation's requirements based on the Offeror's recent and relevant past performance record.

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

#### 5.0 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)

**Recency:** as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

**Relevancy:** as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

**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.

**Low Risk Rating:** Proposal may contain weakness(es) which have little little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

**Moderate Risk Rating:** Proposal contains significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.

**High Risk Rating:** Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

**Unacceptable Risk Rating:** Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.