

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 143 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. N0042120R0002		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 18 Feb 2020		6. REQUISITION/PURCHASE NO. 1300785100			
7. ISSUED BY NAVAL AIR WARFARE CENTER AD CODE 2.5.1.3, BLDG 433, 47060 LILJENCRAVZ RO PATUXENT RIVER MD 20670				CODE N00421		8. ADDRESS OFFER TO (If other than Item 7) See Item 7					
TEL: FAX:						TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L</u> until <u>12:00 PM</u> local time <u>03 Apr 2020</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME KEVIN SCHWERTFEGER		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-342-4256		C. E-MAIL ADDRESS kevin.schwertfeger@navy.mil					
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM			
						(4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY					
						CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

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

Section A - Solicitation/Contract Form

GOVERNMENT POINTS OF CONTACT

Contract Specialist: Kevin Schwertfeger

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Contracting Officer: Carolyn A. Emmart

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Procuring Contracting Officer: Thomas E. Stann

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VERBIAGE AND TERMINOLOGY

For clarification purposes, throughout this solicitation, Cost-Plus-Fixed-Fee (CPFF) Term, Cost-Plus-Fixed-Fee (CPFF) Level of Effort, and Cost Plus Fixed-Fee (CPFF) Non-Performance Based are used interchangeably. For clarification purposes, throughout this solicitation, Cost-Plus-Fixed-Fee (CPFF) Completion and Cost-Plus-Fixed-Fee (CPFF) Performance Based are used interchangeably.

PRODUCT SERVICE CODE

The basic contract of this Single-Award Indefinite Delivery/Indefinite Quantity, Cost-Plus-Fixed-Fee, and Cost Reimbursable vehicle will have an associated Product Service Code (PSC) of AJ94, R&D- General Science/Technology: Other (Engineering Development).

CONTRACT TYPE

The Contract resulting from this solicitation will be a Single-Award Indefinite Delivery/Indefinite Quantity contract utilizing Cost-Plus-Fixed-Fee (CPFF) CLINs for Labor (Term and Completion). Cost Reimbursable CLINs will be used for Hazard Pay and for Other Direct Costs (Travel and Material).

ANTICIPATED NUMBER OF TASK ORDERS/CLINS:

The following information is the Government's best estimate and is provided for situational awareness only.

-CPFF Level of Effort (LOE) tasking demands may yield approximately 10 Task Orders (TOs) per year with 15 CLINs on each TO for a total of 150 CLINs. The total number of CLINs for the duration of the contract will be approximately 750 CLINs.

-CPFF Completion Tasking demands may yield approximately 3 Task Orders (TOs) per year with 6 CLINs. The total number of CLINs for the duration of the contract will be approximately 90 CLINs.

NOT SEPARATELY PRICED CLINS

Not Separately Price (NSP) Appropriation Type CLINs and a NSP Data CLIN will be on the Basic IDIQ Contract, whereas, at the Task Order Level, CLINs will be separately priced along with NSP Data CLINs. At the IDIQ level, CLIN 0001 will contain the overall ceiling for CLINs 0002-0005; CLIN 0006 will contain the overall ceiling for CLINs 0007-0010; CLIN 0011 will contain the overall ceiling for CLINs 0012-0015; CLIN 0016 will be the NSP Data CLIN with no ceiling value; CLIN 0017 will contain the overall ceiling for CLINs 0018-0021; and CLIN 0022 will contain the overall ceiling for CLINs 0023-0026.

COLLABORATION LANGUAGE

The Government expects a significant amount of interplay between three large acquisitions (Irregular Airborne Platform Engineering (IAPE), Advanced Sensor System Development and Execution (ASSDE) and Advanced Software, Computer, and Networking Development and Integration (ASCNDI)) being procured by Naval Air Warfare Center (NAWC) Webster Outlying Field (WOLF), Airborne Systems Integration (ASI) Division. The demands of

the projects and the inherent nature of rapid technological development necessitates cooperative contractor interaction to achieve the successful completion of each individual effort and an overall unified outcome. Therefore, while these efforts represent three distinct contracts, offerors are advised that all awarded contractors and their subcontractors will be expected to collaborate and work with the contractors and subcontractors for the other efforts.

Furthermore, it is anticipated that ASI Division will have additional acquisitions other than the three large acquisitions identified above. All awarded contractors and their subcontractors supporting any of the ASI Division procurements are expected to collaborate and work with the contractors and subcontractors for the other ASI Division procurements.

AMENDMENT 1

Changes made to Solicitation N00421-20-R-0002 and responses to questions from industry via Amendment 0001 are outlined below. The proposal due date has not changed. All submissions shall be made in accordance with Block 9 of the Solicitation cover page.

1. **Question 1:** For pricing purposes, please confirm the anticipated Period of Performance (POP) dates since there is no anticipate award date listed in the Solicitation. Pages 5 - 8, Section B, Composite Rates tables start the POP on 30 July 2020; however, Attachment P3 starts the POP on 22 May 2020.

Answer 1: Attachment P3 has been updated to reflect the same PoP as Section B.

2. **Question 2:** On Page 112, Section L 1.1.2.1, please clarify the terms for the acronyms UDP and RTSP. The proposal reads, "Real Time Signal Processor (RTSP) and Up Down Pair (UDP) streaming video from sensors;" should it read as, "Real Time Streaming Protocol (RTSP) and User Datagram Protocol (UDP) streaming video from sensors;"?

Answer 2: Section L 1.1.2.1 has been updated to Real Time Streaming Protocol (RTSP) and User Datagram Protocol (UDP).

3. **Question 3:** On page 112, Section L 1.1.2.1, should the offer account for supporting Airworthiness in the response, or can we assume this will be handled by a Third Party?

Answer 3: The following language has been included in Section L 1.1.2.1: "The offeror may be called upon to provide artifacts to support airworthiness. The oversight of airworthiness will be handled by a Third Party."

4. **Question 4:** Attachment P7's header states P6. Can the Government provide a corrected attachment to reduce confusion by all parties?

Answer 4: Attachment P7 has been updated to state P7 in the header.

5. **Question 5:** In the Past Performance Information Form, is "Level of Effort" to be interpreted as the equivalent to number of hours allocated?

Answer 5: Yes.

6. **Question 6:** Attachment P3, Composite Rates, includes OVERTIME line items for every category. The RFP (reference p. 122-125) includes the hours to be proposed and DOES NOT include overtime hours for every labor category. Please clarify how the Offeror is to calculate a composite OT rate for those categories that do not have OT hours.

Answer 6: Attachment P3 has been updated to only include overtime line items for labor categories that require overtime.

7. **Question 7:** The Standard Occupational Classification (SOC) codes associated with some of the labor categories are not consistent throughout the RFP. For instance the Software Developer, Senior, listed in the table on page 5 has a designation of 15-1252. In the table on page 38 this designation for the same labor category is 15-1133. Would the Government please clarify the labor category designations throughout the RFP and in the pricing templates?

Answer 7: The SOC codes included in Section B of the solicitation were correct, with the exception of Computer Network Architect 12-1241. The correct SOC code for Computer Network Architect is 15-1241. The Computer Network Architect SOC code has been corrected in Section B, and Attachments P3, P6 and P7. Other SOC codes in Sections C and L did not match Section B and have been corrected.

8. **Question 8:** The Standard Occupational Classification (SOC) codes associated with some of the labor categories do not appear to exist in either the 2010 or 2018 SOC System (e.g. Computer Network Architect, 12-1241). Will the government please review the SOC codes to ensure consistency and accuracy?

Answer 8: The SOC code for Computer Network Architect has been corrected in Section B, and Attachments P3, P6 and P7. Other SOC codes in Sections C and L did not match Section B and have been corrected.

9. **Question 9:** The contract establishes a single fee dollar per hour for the CPFF Term CLINs and a single fee % for the CPFF completion CLINs for the life of the contract. Specifically concerning the fee dollar per hour amount: If there are significant variations in the labor mix of the task orders as compared to the labor mix from which the fee is calculated, this could introduce additional risk for the Offeror. Similarly, there is additional risk if task orders are not equally distributed across the period of performance. Would the government consider calculating the fee dollar per hour for each year of the contract instead of a single number for the entire period of performance?

Answer 9: No, the Government is not making any changes to the fee calculation. The contract will have one fee dollar per hour for the CPFF Term CLINs and one fee percentage for the CPFF Completion CLINs.

10. **Question 10:** This section states "Software coding is primarily low-level machine and assembly languages but may extend to high-level programming languages." Can a set of examples of this software code base, the systems it supports and the processors included be provided?

Answer 10: Assembly languages are used in many areas of software development. Some examples of assembly languages are x86 and PowerPC. High level programming languages may include C++, C#, and Java.

11. **Question 11:** The RFP mentions C&A activities in several locations. Because C&A is associated with the old DIACAP Process, is it the government's intention to mean A&A, which is the new process/activity associated with Risk Management Framework (RMF) activities? Or does the Government have existing systems/environments that are ATO'd under the old C&A process that require maintenance of and migration away from C&A to A&A?

Answer 11: SOW paragraphs 3.3.1.4 and 3.3.2.1 have been updated to include A&A language.

12. **Question 12:** Section 3.4.6.5 states that "for the below labor categories, a Bachelor's degree is required" and lists the key personnel labor categories of General and Operations Manager Senior and Software Developer Senior. The detailed requirements for these two KP positions in Sections 3.4.7.1 and 3.4.7.3 require a master's degree. Would the Government please clarify the minimum educational requirements for the two key personnel positions?

Answer 12: The detailed requirements in SOW Sections 3.4.7.1. and 3.4.7.3 require a Master's Degree. Section 3.4.6.4 provides standard experience/education substitutions for all labor categories except those noted in SOW Section 3.4.6.5. Section 3.4.6.5 lists specific labor categories and informs the Offeror that a Bachelor's Degree is required and cannot be substituted with experience/education. Therefore, a Master's Degree can be substituted with a Bachelor's Degree and additional years of experience for the listed categories, but there are no allowable substitutions for a Bachelor's Degree for the listed categories.

13. **Question 13:** We have noticed that some of the document dates in Section J appear to be different than the actual document dates. Would the Government please clarify which document date takes precedence?

Answer 13: Section J has been updated to reflect the actual document dates.

14. **Question 14:** In the draft RFP, a management approach was required as a part of Volume 1. This has been removed in the final RFP; however, management is still listed as part of the evaluation criteria for Volume 1. Would the Government please advise whether a management approach should be submitted as a part of contractor's proposal?

Answer 14: Management Approach has been removed as an evaluation sub-factor in Section M, Part A, Paragraph 3.0.

15. **Question 15:** Can the ICD(s) and other documents (e.g. requirements/specifications) for the Maritime Domain Awareness System (MDAS) be made available?

Answer 15: MDAS ICDs will be defined by the hardware to which they are connected. The "Aircraft sensing and detection equipment" list is provided in Section L, paragraph 1.1.2.1 of the solicitation.

16. **Question 16:** Section L.3.1.2 says Volume 3 should include Section B; then says Section B prices shall be provided separately in one digital data copy. Does this mean that Section B is duplicated? Or only provided separately?

Answer 16: The intent of this is to ensure that the Offeror does not include cost information outside of Volume 3. Section B information shall be included in Volume 3. Section B submission requires a paper copy and a digital copy.

17. **Question 17:** This section [Section L 3.3.1] dictates that the price/cost proposals "shall be formatted on letter size (8.5 X 11) paper." Please confirm that, despite the general instructions regarding 12 pt Times New Roman and prohibition against condensing text, that Offerors should utilize the Government-supplied pricing templates (Attachments P6 and P7) exactly as provided without modification to font or scaling.

Answer 17: The following language was added to Section L, Part A, Paragraph 2.0: "When using Government supplied templates (e.g. Attachment P3, Attachment P6, Attachment P7), no modifications to font or scaling are required."

18. **Question 18:** Management Approach is included in the technical subfactors for evaluation, but a management approach is not required in proposal submissions. Would the Government please clarify whether a management approach is required for evaluation?

Answer 18: Management Approach has been removed as an evaluation sub-factor in Section M, Part A, Paragraph 3.0.

19. **Question 19:** Section C, paragraph 3.4.8 states this is not a SCA designated contract and makes reference to C.F.R Part 541. However, that section of the Code Federal Regulations is related to the Fair Labor Standards Act, not the Service Contracting Act. Please provide clarification regarding the applicability of the SCA. It is our understanding that Service Contracts over \$2,500 that include SCA/SCLS-covered

employees must incorporate into the contract a requirement to pay prevailing wages and benefits issued by DOL in the form of Wage Determinations (WD).

Answer 19: This is not an SCA designated contract, and as a result, DOL wage determinations are not applicable.

AMENDMENT 2

No changes have been made to Solicitation N00421-20-R-0002 via Amendment 0002. An answer to a question received from industry is outlined below. The Government has addressed all questions received through 10 March 2020. The proposal due date has not changed. All submissions shall be made in accordance with Block 9 of the Solicitation cover page.

1. **Question 1:** The RFP differentiates between the Senior SW Developer as a key position and as a non-key position but the revised P3 no longer includes that distinction. Due to one position being a key person there is the very real possibility the composite rates for these two categories would be different. Will the government please revise Attachment P3 to include separate line items for the Senior SW Developer as a KEY and non-key position?

Answer 1: Attachment P3 is correct. The Government does not want to differentiate between composite rates for key and non-key personnel. The Government wants a composite rate per labor category only with applicable breakouts between regular and overtime rates.

Section B - Supplies or Services and Prices

B-1

I. B-1 Hourly Burdened Composite Labor Rates (excluding fee) and Streamlined Ordering Procedures for Cost Plus Fixed Fee (CPFF) (Labor Term CLINs and/or Orders)

(a) Hourly Burdened Composite Labor Rates (provided within the tables in paragraphs (c) and (d) below) applicable to CLINs 0001-0005 only:

(1) The rates below are the Hourly Burdened Composite Labor Rates for each labor category, exclusive of prime fee on both prime and subcontractor labor.

- i. Hourly Burdened Composite Labor Rates shall include direct labor rates plus all applicable burdens, to include indirect rates, applicable escalation, subcontractor fee on subcontractor labor, and subcontractor pass-through costs (exclusive of prime fee on subcontractor's labor).
- ii. Hourly Burdened Composite Labor Rates shall not include prime fee on prime labor, prime fee on subcontractor labor, Foreign-Area Allowances, Other Direct Costs (ODCs) such as Travel and Material, and Cost of Money costs (if proposed).
- iii. The Hourly Burdened Composite Labor Rate is the sum of both the prime and all subcontractor labor costs, as described above, for that labor category divided by the total number of labor hours for that labor category.

(2) The Hourly Burdened Composite Labor Rates in paragraphs (c) and (d) are estimates, and invoicing will be based on actual costs incurred.

(b) Task Orders (TOs) that include CPFF Labor Term CLINs will be issued under this contract using the following streamlined ordering procedures:

(1) For each proposed order that includes CPFF Labor Term CLINs, the contracting officer will provide the contractor a TO and an Independent Government Cost Estimate (IGCE). The IGCE is an estimate of labor hours by labor category utilizing the Hourly Burdened Composite Labor Rates provided in paragraphs (c) and (d) below, to calculate the total estimated cost for the proposed CLINs and/or TO.

- i. The TO fixed fee is calculated using Section G Clause 5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR).
- ii. Ceiling for ODCs will be priced in accordance with the Government estimate.
- iii. TOs crossing multiple years will be estimated by the Government using the Hourly Burdened Composite Labor Rates for each year in proportion to the Period of Performance (PoP) of the TO.

(2) Within three (3) working days of receipt of the TO and IGCE, the contractor shall respond:

- i. If the contractor agrees that it can perform the TO within the parameters of the IGCE, they will sign and return the DD 1155 to the contracting officer. If the requirement remains valid, a priced order will be issued to the contractor; or
- ii. If the contractor does not agree with the TO and/or IGCE, the contractor shall acknowledge its disagreement within three (3) working days. Additionally, a proposal shall be submitted 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.

(c) Hourly Burdened Composite Labor Rates for Government Site

LABOR TERM (Government Site Hours)					
Hourly Burdened Composite Labor Rates (Regardless of Clearance or if Key)					
Contract Labor Category Government Site Hours	Year I	Year II	Year III	Year IV	Year V
	07/30/2020- 07/29/2021*	07/30/2021- 07/29/2022*	07/30/2022- 07/29/2023*	07/30/2023- 07/29/2024*	07/30/2024- 07/29/2025*
General and Operations Manager, Senior, 11-1021					
Software Developer, Senior, 15-1252					
Software Developer, Junior, 15-1252					
Computer and Information Research Scientist, Junior, 15-1221					
Computer and Information Research Scientist, Senior, 15-1221					
Computer Hardware Engineer, Senior, 17-2061					
Computer Hardware Engineer, Senior, 17-2061 (Overtime)					
Computer Network Architect, Journeyman, 15-1241					
Computer Network Architect, Journeyman, 15-1241 (Overtime)					
Computer Network Support Specialist, Journeyman, 15-1231					
Computer Network Support Specialist, Journeyman, 15-1231 (Overtime)					
Computer Network Support Specialist, Senior, 15-1231					
Computer Network Support Specialist, Senior, 15-1231 (Overtime)					
Computer Programmer, Journeyman, 15-1251					
Computer Programmer, Journeyman, 15-1251 (Overtime)					
Computer Programmer, Senior, 15- 1251					
Computer Programmer, Senior, 15- 1251 (Overtime)					

LABOR TERM (Government Site Hours)					
Hourly Burdened Composite Labor Rates (Regardless of Clearance or if Key)					
Contract Labor Category Government Site Hours	Year I	Year II	Year III	Year IV	Year V
	07/30/2020- 07/29/2021*	07/30/2021- 07/29/2022*	07/30/2022- 07/29/2023*	07/30/2023- 07/29/2024*	07/30/2024- 07/29/2025*
Computer Systems Analyst, Journeyman, 15-1211					
Computer User Support Specialist, Junior, 15-1232					
Computer User Support Specialist, Senior, 15-1232					
Information Security Analyst, Journeyman, 15-1212					
Information Security Analyst, Senior, 15-1212					
Management Analyst, Senior, 13-1111					
Network and Computer Systems Administrators, Junior, 15-1244					
Network and Computer Systems Administrators, Senior, 15-1244					
Operations Research Analyst, Senior, 15-2031					
Web Developer, Journeyman, 15-1254					
Computer Based Training Specialist, SCA 15050					
Computer Systems Analyst II, SCA 14102					
Computer Systems Analyst III, SCA 14103					

*Dates to be adjusted at contract award

(d) Hourly Burdened Composite Labor Rates for Contractor Site

LABOR TERM (Contractor Site Hours)					
Hourly Burdened Composite Labor Rates (Regardless of Clearance or if Key)					
Contract Labor Category Contractor Site Hours	Year I	Year II	Year III	Year IV	Year V
	07/30/2020- 07/29/2021*	07/30/2021- 07/29/2022*	07/30/2022- 07/29/2023*	07/30/2023- 07/29/2024*	07/30/2024- 07/29/2025*
General and Operations Manager, Senior, 11-1021					
Software Developer, Senior, 15-1252					

LABOR TERM (Contractor Site Hours)					
Hourly Burdened Composite Labor Rates (Regardless of Clearance or if Key)					
Contract Labor Category Contractor Site Hours	Year I	Year II	Year III	Year IV	Year V
	07/30/2020- 07/29/2021*	07/30/2021- 07/29/2022*	07/30/2022- 07/29/2023*	07/30/2023- 07/29/2024*	07/30/2024- 07/29/2025*
Software Developer, Junior, 15-1252					
Computer and Information Research Scientist, Junior, 15-1221					
Computer and Information Research Scientist, Senior, 15-1221					
Computer Hardware Engineer, Senior, 17-2061					
Computer Hardware Engineer, Senior, 17-2061 (Overtime)					
Computer Network Architect, Journeyman, 15-1241					
Computer Network Architect, Journeyman, 15-1241 (Overtime)					
Computer Network Support Specialist, Journeyman, 15-1231					
Computer Network Support Specialist, Journeyman, 15-1231 (Overtime)					
Computer Network Support Specialist, Senior, 15-1231					
Computer Network Support Specialist, Senior, 15-1231 (Overtime)					
Computer Programmer, Journeyman, 15-1251					
Computer Programmer, Journeyman 15-1251 (Overtime)					
Computer Programmer, Senior, 15- 1251					
Computer Programmer, Senior, 15- 1251 (Overtime)					
Computer Systems Analyst, Journeyman, 15-1211					
Computer User Support Specialist, Junior, 15-1232					
Computer User Support Specialist, Senior, 15-1232					

LABOR TERM (Contractor Site Hours)					
Hourly Burdened Composite Labor Rates (Regardless of Clearance or if Key)					
Contract Labor Category Contractor Site Hours	Year I	Year II	Year III	Year IV	Year V
	07/30/2020- 07/29/2021*	07/30/2021- 07/29/2022*	07/30/2022- 07/29/2023*	07/30/2023- 07/29/2024*	07/30/2024- 07/29/2025*
Information Security Analyst, 15-1212, Journeyman					
Information Security Analyst, Senior, 15-1212					
Management Analyst, Senior, 13-1111					
Network and Computer Systems Administrators, Junior, 15-1244					
Network and Computer Systems Administrators, Senior, 15-1244					
Operations Research Analyst, Senior, 15-2031					
Web Developer, Journeyman, 15-1254					
Computer Based Training Specialist, SCA 15050					
Computer Systems Analyst II, SCA 14102					
Computer Systems Analyst III, SCA 14103					

*Dates to be adjusted at contract award

II. Ordering Procedures for Cost Plus Fixed Fee (CPFF) Labor Completion

(a) Task Orders shall be ordered in accordance with Section H, 5252.216-9534, Task Order Procedures

B-2 FEE:

CPFF Labor Term - Fixed fee will be calculated based on fee per hour and in accordance with 5252.232-9510 Payment of Fixed Fee (NAVAIR)(OCT 2005). The fee per hour is the total fee proposed for all periods divided by the total number of hours for all periods (541,440). The CPFF Labor Term fee per hour is \$[To be determined at contract award].

CPFF Labor Completion - Fixed fee will be a percentage calculated based on the total fee proposed for all periods divided by the total proposed cost for all periods, and in accordance with 5252.232-9510 Payment of Fixed Fee (NAVAIR)(OCT 2005). The CPFF Labor Completion fee percentage is [To be determined at contract award] %.

B-3 MAN-HOURS:

CPFF Labor Term (CLIN 0001)

The Government estimate is 541,440 man-hours, inclusive of Overtime, for the entire work effort of CPFF Labor Term tasking. A work year is defined as 1,920 hours exclusive of holidays and leave.

CPFF Labor Completion Tasking (CLIN 0006)

The Government estimate is 95,040 man-hours for the entire work effort for CPFF Labor Completion tasking. A work year is defined as 1,920 hours exclusive of holidays and leave.

All Tasking

The Government estimate (inclusive of CPFF Labor Term and CPFF Labor Completion) for the entire effort is 636,480 man-hours.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor - Term - In support of SOW/PWS CPFF Services in accordance with Section C, Statement of Work (SOW) / Performance Work Statement (PWS) paragraph 3.3.1. FOB: Destination PURCHASE REQUEST NUMBER: 1300785100 PSC CD: AJ94		Lot		
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Labor - Term - RDT&E CPFF Not Separately Priced (NSP) from CLIN 0001. FOB: Destination PSC CD: AJ94				
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Labor - Term - O&M CPFF Not Separately Priced (NSP) from CLIN 0001. FOB: Destination PSC CD: AJ94				
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Labor - Term - Procurement CPFF Not Separately Priced (NSP) from CLIN 0001. FOB: Destination PSC CD: AJ94				
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Labor - Term - NWCF CPFF Not Separately Priced (NSP) from CLIN 0001. FOB: Destination PSC CD: AJ94				
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Labor - Completion - In support SOW/PWS CPFF Services in accordance with Section C, Statement of Work (SOW) / Performance Work Statement (PWS) paragraphs 3.3.2, 3.3.3, and 3.3.4. FOB: Destination PSC CD: AJ94		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Labor - Completion - RDT&E CPFF Not Separately Priced (NSP) from CLIN 0006. FOB: Destination PSC CD: AJ94				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Labor - Completion - O&M CPFF Not Separately Priced (NSP) from CLIN 0006. FOB: Destination PSC CD: AJ94				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Labor - Completion - Procurement CPFF Not Separately Priced (NSP) from CLIN 0006. FOB: Destination PSC CD: AJ94				
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Labor - Completion - NWCF CPFF Not Separately Priced (NSP) from CLIN 0006. FOB: Destination PSC CD: AJ94				
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	ODC - Travel/Material supporting SOW/PWS COST Other Direct Cost (ODC) in support of CLINs 0001 and 0006 in accordance with Section C, Statement of Work (SOW) / Performance Work Statement (PWS) paragraph 3.1.5 Other Direct Costs (ODCs), 5252.232-9509 Travel Approval and Reimbursement Procedures, and 5252.242-9515 (Variation), H-1 Restriction of the Direct Charging of Material. FOB: Destination PSC CD: AJ94		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	ODC - Travel/Material - RDT&E COST Other Direct Cost (ODC) Not Separately Priced (NSP) Other Direct Costs (ODC) from CLIN 0011. FOB: Destination PSC CD: AJ94				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	ODC - Travel/Material - O&M COST Other Direct Cost (ODC) Not Separately Priced (NSP) Other Direct Costs (ODC) from CLIN 0011. FOB: Destination PSC CD: AJ94				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	ODC - Travel/Material -Procurement COST Other Direct Cost (ODC) Not Separately Priced (NSP) Other Direct Costs (ODC) from CLIN 0011. FOB: Destination PSC CD: AJ94				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0015

ODC - Travel/Material -NWCF

COST

Other Direct Cost (ODC) Not Separately Priced (NSP) Other Direct Costs (ODC)
from CLIN 0011.

FOB: Destination

PSC CD: AJ94

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0016

Administrative/Financial/Technical Data

COST

In support of Labor (Term and Completion) and ODC CLINs. Not Separately
Priced (NSP) Data in support of SOW/PWS.

FOB: Destination

PSC CD: AJ94

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0017

Foreign-Area Allowances

CPFF

Foreign-Area Allowances in accordance with Section C, Statement of Work
(SOW) / Performance Work Statement (PWS) paragraph 3.1.4.1.5 to support
services in accordance with sections 3.3.1, 3.3.2, 3.3.3, and 3.3.4.

FOB: Destination

PSC CD: AJ94

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	Foreign-Area Allowances - RDT&E CPFF Not Separately Priced (NSP) from CLIN 0017. FOB: Destination PSC CD: AJ94				
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Foreign-Area Allowances - O&M CPFF Not Separately Priced (NSP) from CLIN 0017. FOB: Destination PSC CD: AJ94				
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Foreign-Area Allowances - Procurement CPFF Not Separately Priced (NSP) from CLIN 0017. FOB: Destination PSC CD: AJ94				
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	Foreign-Area Allowances - NWCF CPFF Not Separately Priced (NSP) from CLIN 0017. FOB: Destination PSC CD: AJ94				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	Foreign-Area Allowances COST Foreign-Area Allowances in accordance with Section C, Statement of Work (SOW) / Performance Work Statement (PWS) paragraph 3.1.4.1.5 to support services in accordance with sections 3.3.1, 3.3.2, 3.3.3, and 3.3.4. FOB: Destination PSC CD: AJ94				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	Foreign-Area Allowances - RDT&E COST Not Separately Priced (NSP) from CLIN 0022. FOB: Destination PSC CD: AJ94				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	Foreign-Area Allowances - O&M COST Not Separately Priced (NSP) from CLIN 0022. FOB: Destination PSC CD: AJ94				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	Foreign-Area Allowances - Procurement COST Not Separately Priced (NSP) from CLIN 0022. FOB: Destination PSC CD: AJ94				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	Foreign-Area Allowances - NWCF COST Not Separately Priced (NSP) from CLIN 0022. FOB: Destination PSC CD: AJ94				
				ESTIMATED COST	

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT)(NAVAIR)(VARIATION)(XX YYYY)

(a) The level of effort estimated to be ordered during the term of this contract is 541,440 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 is as follows:

CLIN	TOTAL Man-Hours
0001	541,440

(b) The estimated level of effort for each individual order will be established at the task order level.

(c) 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.

(d) 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 specified in the order, at no increase in the fee of the order; 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.

(e) 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.

(f) 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**ADVANCED SOFTWARE, COMPUTER, AND NETWORK DEVELOPMENT AND INTEGRATION
STATEMENT OF WORK/PERFORMANCE WORK STATEMENT****1.0 SCOPE**

The Department of Navy (DoN), Naval Air Warfare Center Aircraft Division (NAWCAD) Webster Outlying Field (WOLF) Airborne Systems Integration (ASI) Division was established to support the rapid insertion and transition of advanced technologies, systems, sensors, and weapons to enable Programs of Record (PoRs), as well as deliver direct insertion of capabilities to meet urgent fleet needs. The ASI Division works with customers and sponsors to identify capability gaps and requirements; to develop programmatic strategies; to conduct technology development, article testing & evaluation; and to support technology insertion. This Statement of Work (SOW)/Performance Work Statement (PWS) defines the requirement to support the ASI Division.

The ASI Division leverages and coordinates the efforts of industry, academia, and Government laboratories as an organic Lead Systems Integrator (oLSI) to design, develop, and deliver prototype systems to operational users. Using systems engineering and systems of systems management approaches, the ASI Division integrates new technologies, Commercial-off-the-Shelf (COTS) and Government-off-the-Shelf (GOTS) capabilities, as well as other industry or Government resources in order to meet the requirements of each customer. The ASI Division has a requirement to procure services in support of rapid development, design, prototyping, low-rate production, demonstration, test, integration, technical installation, transition through Initial Operational Capability (IOC), and maintenance in the domains of cyber; Maritime Domain Awareness (MDA); situational awareness; data management and dissemination; and other rapid capability software requirements. These services include, but are not limited to, project management; research; analysis; design; parts and material procurement; demonstration; test and evaluation; and user/maintainer training.

Specifically, the ASI Division requires the contractor to support, from concept phase through test and initial deployment phase, advanced software for use on board Air, Ground and Sea platforms, weapon systems, and networks for Naval Air Systems Command (NAVAIR) and other Department of Defense (DoD) and non-DoD organizations. This support shall include the development, design, coding, integration, demonstration, and validation of software for embedded systems, Real Time Operating Systems, and hardware and software systems into new and legacy weapon systems, platforms, and networks. Software coding is primarily low-level machine and assembly languages but may extend to high-level programming languages.

2.0 APPLICABLE DOCUMENTS**2.1 Department of Defense (DoD) specifications**

- 2.1.1 *DoD 5220.22-M, National Industrial Security Program Operating Manual, (NISPOM), 18 May 2016.*
- 2.1.2 *SECNAV M-5510.36, Information Security Program, 1 Jun 2006.*
- 2.1.3 *DoDM 5200.01, DoD Information Security Program: Controlled Unclassified Information (CUI) Vol. 4, 9 Sept 2018.*
- 2.1.4 *DoDM 5400.07, Freedom of Information Act (FOIA) Program, 25 Jan 2017.*
- 2.1.5 *DoDI 5230.24, Distribution Statements on Technical Documents, Change 3, 15 Oct 2018.*
- 2.1.6 *SECNAV M-5510.30, Personnel Security Program, 1 Jun 2006.*
- 2.1.7 *OPNAVINST 3440.17A, Navy Installation Emergency Management Program, 1 Aug 2014.*
- 2.1.8 *SECNAVINST M-5239.1 Department of the Navy Information Assurance (IA) Program.*
- 2.1.9 *SECNAVINST 5239.3B Department of the Navy Information Assurance Policy.*
- 2.1.10 *SECNAVINST 5510.36A DON Information Security Program Instruction.*
- 2.1.11 *OPNAVINST 5239.1C Navy Information Assurance (IA) Program*

2.2 DoD Standards

- 2.2.1 *DoDM 4161.2-M DoD Manual for the Performance of Contract Property Administration.*
- 2.2.2 *DoDM 5200.2-R Personnel Security Program.*

- 2.2.3 *DoDM 5220.22M National Industrial Security Program: Procedures for Government Activities Relating to Foreign Ownership, Control, or Influence (FOCI).*
- 2.2.4 *DoDM 5400.7-R, Freedom of Information Program.*
- 2.2.5 *DoDINST 6055.17 DoD Installation Emergency Management (IEM) Program.*
- 2.2.6 *DoDINST 8510.01 Risk Management Framework For DoD Information Technology (IT).*
- 2.2.7 *DoDINST 8500.01 Cybersecurity.*
- 2.2.8 *DoDINST 8500.2 Information Assurance (IA) Implementation.*
- 2.2.9 *DoDINST 8520.2 Public Key Infrastructure (PKI) & Public Key (PK) Enabling.*
- 2.2.10 *DoDD 8500.1 Information Assurance (IA).*
- 2.2.11 *DoDD 8140.01 Cyberspace Workforce Management.*
- 2.2.12 *DTM 17-001 Cybersecurity in the Defense Acquisition System.*
- 2.2.13 *DTM 08-027 Security of Unclassified DoD Information on Non-DoD Information Systems.*

2.3 Other Government Documents (e.g. Naval Air Systems Command (NAVAIR) Documents)

* The Government will provide access to these documents upon request

- 2.3.1 *NAVAIRINST 3960.4C CH-1 Project Test Plan Policy for Testing Air Vehicles, Air Vehicle Weapons, and Air Vehicle Installed Systems.*
- 2.3.2
- 2.3.3 *NAVAIRINST 13034.1F Airworthiness and Cybersecurity Policies for Air Vehicles and Aircraft Systems.*
- 2.3.4 *NAVAIRINST 13050.7 Change Management Policy, Procedures and Responsibilities for Aircraft Assigned to Naval Air Systems Command Aircraft Controlling Custodian.*
- 2.3.5 *NAVAIRWARCENACDIVINST 3432.1C Operations Security.*
- 2.3.6 *NASPAXRIVINST 5100 NAVAIR Safety Policy.*
- 2.3.7 *NAVSUP Publication P-409 MILSTRIP/MILSTRAP Desk Guide.*
- 2.3.8 *NAVSUP Publication P-485 MILSTRIP/MILSTRAP Manual.*

2.4 Industry Documents

- 2.4.1 *Institute of Electrical and Electronics Engineers (IEEE) 12207-2017 – ISO/IEC/IEEE International Standard – Systems and software engineering – Software life cycle processes.*

2.5 Others

- 2.5.1 *14 C.F.R.Part 29.*
- 2.5.2 *ISEET Test Planning Integrated Systems Evaluation, Experimentation and Test Department, Test Planning.*
- 2.5.3 *ISEET Test Reporting Integrated Systems Evaluation, Experimentation and Test Department, Test Reporting.*
- 2.5.4 *Defense Manpower Data Center (DMDC) Trusted Associate Sponsorship System (TASS) Overview Guide Version 5.3.2, Dec 2014.*
- 2.5.5 *SWP4000-001 Cyber Risk Assessment Standard Work Package.*
- 2.5.6 *Yuma Proving Grounds.*
- 2.5.6.1 *YP-YTRO-P-1000 Range Operations.*
- 2.5.6.2 *YP-YTAA-P-2001 Aircraft Weapons and Systems Testing.*
- 2.5.6.3 *YP-YTAA-P-2601 Unmanned Aircraft Systems Operations.*

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 Top Secret (TS). The current operating environment required for this contract includes:

- Microsoft Windows 10
- 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 maintain state-of-the-art virus software and ensure that all media are virus free when delivered. The Contractor shall be capable of Internet and Local Area Network (LAN) communications with the ASI Division. Contractor personnel shall be capable of maintaining real-time communications, both voice and data transfer capabilities, with the ASI Division 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 40% of work will be performed at Government sites and 60% of work to be performed at Contractor site, with the exception of work performed in foreign areas. Government site(s) include Naval Air Station (NAS) Patuxent River and Webster Field (NAS Patuxent River Annex). Contractors performing on-site support will be provided access to workspaces, office furniture, 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. The Government will provide all office furniture (i.e., tables, chairs, file cabinets, etc.) required to execute the efforts for those who will be located at the Government facility.

3.1.2.2 Meeting support: In support of the tasking outlined in this SOW/PWS, the Contractor shall have the capability to host and conduct meetings at classification levels up to Secret with the capacity to support a minimum of fifteen (15) persons and have Contractor furnished unclassified telephone and unclassified Video Teleconference (VTC) capability as well as sufficient equipment to conduct meetings with presentations including compatible software as required in Paragraph 3.1.1. This support shall be provided within twenty-five (25) driving miles of NAS Patuxent River, MD

3.1.2.3 Government material and equipment

3.1.2.3.1 As delineated in the individual Task Order, the Government will provide equipment and previously developed in-house and publicly available software at the Government facilities to perform software development; data reduction and analysis; and related integrations efforts as applicable.

3.1.2.3.2 As delineated in the individual Task Order, the Government will provide the Contractor with the additional Government material and equipment for use during performance of the Contract. This additional Government material and equipment shall remain the property of the Government during performance of the Contract. The material and equipment will include, but is not limited to:

- All material centrally procured, locally purchased, General Services Administration (GSA), Defense Supply Agency, and non-stock listed items
- All raw stock required for local manufacture

3.1.2.4 Navy and Marine Corps Intranet (NMCI): The Government will provide NMCI services to include Information Technology (IT) related hardware, software, and support necessary for the performance of this SOW/PWS as determined by the Contracting Officer's Representative (COR) for on-site employees, and select offsite employees as determined by the Government. Implementation of these services shall be coordinated and conducted through the COR.

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

3.1.3.1 Monthly progress and financial status report: The Contractor shall provide a Contracting Officer's Management Report. (Contract Data Requirements List (CDRL) A014)

3.1.3.2 The Contractor shall provide a Management Plan. (CDRL A005)

3.1.3.3 The Contractor shall provide a monthly technical report. (CDRL A012)

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 federal 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.

3.1.4.1.1 Compressed Work Schedule (CWS): CWS is an alternative work schedule to the traditional five (5) eight and 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 nine and a half (9.5) hours each (which includes a 30-minute lunch), one (1) weekday is alternately worked 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. If the Contractor chooses to allow its employees to work a CWS schedule in support of this Contract, any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government to the COR/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

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

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

3.1.4.1.4 Overtime: Overtime shall not exceed the amount specified in Section B.

3.1.4.1.5 Foreign-Area Allowances: With COR approval, the Contractor may be required to travel to and perform work within an area where Foreign-Area Allowances such as Danger Pay, Hardship Differential, Imminent Danger

Pay, and Hard-to-fill Differential are typically used. Foreign-Area Allowances will be provided in accordance with (IAW) Department of State (DOS) guidelines.

3.1.5 Other Direct Costs (ODCs) (Contract Line Item Numbers (CLINs) 0011 through 0015)

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. Temporary travel locations include Continental United States (CONUS) and Outside CONUS (OCONUS) locations. These lists shown in paragraphs 3.1.5.1.1 and 3.1.5.1.2 are not all inclusive as locations may change over the life of the Contract.

3.1.5.1.1 CONUS: CONUS travel locations may include, but are not limited to, St. Inigoes, MD; Patuxent River, MD; China Lake, CA; Washington, DC; and Yuma, AZ.

3.1.5.1.2 OCONUS: OCONUS travel shall be conducted IAW DFARS Clause 252.225-7040, and the requirements set forth in the Task Order (TO). OCONUS locations may include, but are not limited to, Colombia, Peru, Afghanistan, Italy, Japan, and Australia.

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

3.1.5.1.4 Local travel reimbursement: Reimbursement of local travel to-and-from the ASI Division, NAS Patuxent River, Webster Field Annex, the Contractor's facility, and the surrounding area, by the Contractor or Subcontractor equal to or less than (50) driving miles of NAS Patuxent River, Webster Field Annex, is not an allowable cost.

3.1.5.1.5 Travel request authorization: The Contractor shall complete their travel request(s) in accordance with NAVAIR Clause 5252.232-9509 Travel Approval and Reimbursement Procedures. Upon completion of travel, the Contractor shall complete a travel report. (CDRL A008)

3.1.5.2 Material: The Contractor may be required to purchase incidental hardware and software as specified within individual TOs. All incidental hardware and software purchases shall be IAW Section H NAVAIR Clause 5252.242-9515 Restriction of the Direct Charging of Material (VARIATION). 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 DoN regulations and instructions. The Contractor shall track the physical location of and maintain software integrity within the licensing agreement of the producer. The Contractor is responsible for maintenance of the hardware during the period of the individual TO. The Contractor may be required to purchase specific pieces of hardware or software selected by the Government to meet the strict and specific requirements of the TO in order to satisfy the requirements of the customers.

All materials not depleted during the performance of this Contract and subsequent TOs shall become Government property upon completion of this Contract and subsequent TOs. The Contractor shall transfer all materials not depleted to the COR by way of Material Inspection and Receiving Report (DD Form 250). The Government may choose to supply the Contractor equipment or hardware, via Government Furnished Equipment (GFE) as identified per TO, to be integrated into the various systems. 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/PWS shall flow down to subcontractors and consultants 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.

3.1.8 Transition out strategy: The Contractor's overall transition out strategy shall be built around maintaining the mission of the ASI Division 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 in accordance with CDRL A006.

3.1.8.1 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. The Contractor shall establish and maintain effective communication with the incoming contractor or Government personnel for the period of transition via weekly status meetings. (CDRL A006)

3.1.8.2 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. (CDRL A006)

3.1.8.3 Risk mitigation strategies: The Contractor shall provide a plan of action to mitigate contract performance risks (quality and schedule) encountered during the transition period. (CDRL A006)

3.1.8.4 Data/information transfer: The Contractor shall provide a plan of action for the efficient inventory and transfer of program data to the successor company. (CDRL A006)

3.1.8.5 Within thirty (30) days prior to TO completion, the Contractor shall provide a Contract Summary Report. (CDRL A007)

3.1.8.6 Within thirty (30) days prior to TO completion, the Contractor shall ensure cooperation with the Government in conducting joint wall-to-wall inventories and ensuring continuity of ongoing services. (CDRL A007)

3.1.9 Training requirements

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

3.1.9.2 Additional training requirements: Contractor employees shall complete Government specific training as required by the COR, provided by the Government, at no cost to the Contractor. This training includes new and recurring Navy requirements not available commercially.

3.1.9.3 Corporate applications and Information Assurance (IA): The Contractor shall gain access to the appropriate corporate applications. These systems may include, but are not limited to, NMCI, One Touch, and Navy Enterprise Resource Planning (N-ERP). Contractor personnel assigned to perform work under this Contract and who require access to Government IT Systems shall comply with DoN IA and Personnel Security Requirements for Accessing Government IT Systems.

3.1.9.4 Special Contract Requirement 18-01 Sexual Harassment/Assault Response and Prevention (SHARP)

3.1.9.4.1 Sexual Assault and Sexual Harassment Policy: The Contractor shall ensure all employees comply with the Sexual Harassment/Assault Response and Prevention (SHARP) criteria outlines in Attachment 08 of this contract.

3.1.9.4.1.1 SHARP Compliance: The Contractor shall certify that all employees performing work under this contract have been fully trained per the requirements in Attachment 08. If an employee is not proficient in English, SHARP training must be given in the employee's native language. The COR shall be provided with the following information at a minimum: a copy of the Contractor's SHARP policy, training materials, employee's name, civil identification number and date trained, including language of training. Proof of SHARP training compliance is due within five (5) days after task order award and within 48 hours after arrival of new personnel on site.

3.1.9.4.1.2 The Contractor shall conduct training of all employees annually to prevent sexual assault and sexual harassment. This training must, at a minimum, ensure that all the Contractor employees understand the definitions and information outlined in Attachment 07.

3.1.9.4.1.3 Compliance with required SHARP training for each employee shall be reported to the Contracting Officer Representative prior to the employee being allowed access to the worksite. The Contractor's SHARP policy must comply with the Department of Defense (DoD) policy in the Army Central Command (ARCENT) Area of Responsibility (AOR).

3.1.9.4.1.4 The DOD has adopted a policy to prevent sexual assault and sexual harassment. This SHARP policy mandates that Contractors and contractor employees in the Army Central Command (ARCENT) Area of Responsibility (AOR) shall not –

(1) Commit acts of sexual assault against any person on any camp, post, installation, or other United States enclave within the ARCENT AOR; or

(2) Sexually harass any person on any camp, post, installation, or other United States enclave within the ARCENT AOR.

3.1.9.4.1.5 The Contractor shall enforce standards of discipline, appearance, conduct, and courtesy IAW the published CENTCOM, USFOR-A and/or Base Commander Standards. For Contractors at Bagram Airfield (BAF) or for contractors transiting BAF, they must abide by the Commander Bagram Airfield (COMBAF) Standards of Conduct while performing at any level (prime or subcontractor) on BAF and any other installation and facility for which COMBAF standards are applicable. COMBAF Standards are published at:
<http://usfora.afghan.swa.army.mil/baf/des/pmo/Shared%20Documents/COMBAF%20Standards%20Book%20as%20of%208OCT17.pdf#search=COMBAF%20Standards>.

3.1.10 Contract oversight

3.1.10.1 The Contractor shall develop and implement Management Information System (MIS) techniques and software tools to improve the productivity and management of TO requirements.

3.1.10.2 The Contractor shall implement standardized project and critical path management techniques and software tools to improve the planning, management, and control of TO requirements.

3.1.10.3 The Contractor shall implement MIS techniques and tools to automate, manage, and coordinate the flow of information and data to other Government agencies and contractors.

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

3.2 Security

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

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

The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of Controlled Unclassified Information (CUI) and to control distribution of CUI IAW *DoD 5220.22-M NISPOM* and *SECNAV M-5510.36*. All Contractor facilities shall provide an appropriate means of storage for CUI and materials. All CUI shall be appropriately identified and marked as For Official Use Only (FOUO) IAW *DoDM 5200.01 Information Security Program: CUI Volume 4 (enclosure 3)*.

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. Any product containing Covered Defense Information shall be assigned a distribution statement (distribution statements B through F) using the criteria set forth in *DoDI 5230.24 Distribution Statements on Technical Documents* and have this statement displayed per *DoDI 5230.24, Enclosure 3*.

All technical CUI shall be appropriately identified and marked with the following distribution statement(s): Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD Contractors only (Critical Technology) (dated - _____). Other requests shall be referred to: Commander, Naval Air Systems Command, Attn: ASI Division, Dave Hager, 17637 Nesea Way, B-8127, St. Inigoes, MD 20684.

3.2.2.2 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 Top 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 National Industrial Security Program Operating Manual (NISPOM)*. Contractor employees who fail to meet security clearance requirements may not access classified information or perform sensitive duties. In such cases, the Contractor employee may not perform on the Contract.

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

CUI including FOUO and Covered Defense Information (meeting the definition of 48 CFR 252.204–7012(a)) generated and/or provided under this Contract shall be marked and safeguarded as specified in *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. Any product containing Covered Defense Information shall be assigned a distribution statement (distribution statements B through F) using the criteria set forth in *DoDI 5230.24 Distribution Statements on Technical Documents* and have this statement displayed per *DoDI 5230.24, Enclosure 3*.

3.2.2.3 The Contractor shall be responsible for employing personnel having at least the minimum level of security clearance as stated under each Labor Category (LCAT) specified herein.

3.2.2.3.1 Key Personnel shall have the appropriate DoD Security Clearance Level or Interim Clearance as stated in the chart below at the time of proposal submission. The number of key personnel for each category are listed in SOW/PWS paragraph 3.4.2.

Key Personnel Labor Category	DoD Security Clearance Level or Interim Clearance (Number of Cleared Employees Required)	
General and Operations Manager, Senior, 11-1021	Top Secret with current Favorable SSBI	Required at time of proposal submission
Software Developer, Senior, 15-1252	Top Secret with current Favorable SSBI	Required at time of proposal submission

3.2.2.3.2 All non-key labor categories shall have the appropriate DoD Security Clearance Level or Interim Clearance in accordance with the chart below.

Labor Category (LCAT)	DoD Security Clearance Level (Interim Clearance Acceptable)	Required Days After Issuance of TO
Software Developer, Junior, 15-1252	Secret	Within ninety (90) days of issuance of TO
Software Developer, Senior, 15-1252	Top Secret/Interim Top Secret with Favorable SSBI	Upon issuance of TO
Computer and Information Research Scientist, Junior, 15-1221	Secret	Within ninety (90) days of issuance of TO
Computer and Information Research Scientist, Senior, 15-1221	Secret	Upon issuance of TO
Computer Hardware Engineer, Senior, 17-2061	Secret	Upon issuance of TO
Computer Network Architect, Journeyman, 15-1241	Secret	Upon issuance of TO
Computer Network Support Specialist, Journeyman, 15-1231	Secret	Upon issuance of TO
Computer Network Support Specialist, Senior, 15-1231	Secret	Upon issuance of TO

Labor Category (LCAT)	DoD Security Clearance Level (Interim Clearance Acceptable)	Required Days After Issuance of TO
Computer Programmer, Journeyman, 15-1251	Top Secret/Interim Top Secret with Favorable SSBI	Upon issuance of TO
Computer Programmer, Senior, 15-1251	Top Secret/Interim Top Secret with Favorable SSBI	Upon issuance of TO
Computer Systems Analyst, Journeyman, 15-1211	Secret	Upon issuance of TO
Computer User Support Specialist, Junior, 15-1232	Secret	Within ninety (90) days of issuance of TO
Computer User Support Specialist, Senior, 15-1232	Secret	Upon issuance of TO
Information Security Analyst, Journeyman, 15-1212	Secret	Upon issuance of TO
Information Security Analyst, Senior, 15-1212	Secret	Upon issuance of TO
Management Analyst, Senior, 13-1111	Secret	Upon issuance of TO
Network and Computer Systems Administrators, Junior, 15-1244	Secret	Within ninety (90) days of issuance of TO
Network and Computer Systems Administrators, Senior, 15-1244	Secret	Upon issuance of TO
Operations Research Analyst, Senior, 15-2031	Secret	Upon issuance of TO
Web Developer, Journeyman, 15-1254	Secret	Upon issuance of TO
Computer Based Training Specialist/Instructor (SCA 15050)	Secret	Upon issuance of TO
Computer Systems Analyst II (SCA 14102)	Secret	Upon issuance of TO
Computer Systems Analyst III (SCA 14103)	Secret	Upon issuance of TO
All personnel within the LCAT should have the requested clearance level within the requested number of days after TO issuance.		

3.2.3 Common Access Card (CAC)/Public Key Infrastructure (PKI), 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 *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: http://www.cnrc.navy.mil/publications/Forms/OPNAV_5239_14_SAAR_N.pdf. SAAR-N forms shall be submitted to the COR, Government Technical Point of Contact (TPOC), or to the assigned Government Trusted Associate Sponsorship System (TASS) Trusted Associate.

3.2.3.2 **CAC/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 the *Defense Manpower Data Center (DMDC) Trusted Associate Sponsorship System (TASS) Overview Guide Version 5.3.2, Dec 2014*. All CACs and identification badges issued to Contractor employees shall be returned to the Government Security Department at the Government site IAW the *DMDC TASS Overview Guide Version 5.3.2, Dec 2014* following completion of the Contract; relocation or 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.

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 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 TPOC/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 SOW/PWS Paragraph 3.2.5.

3.2.4.1 Marking: All information generated by the Contractor shall be properly marked. FOUO information generated 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 Government authority. Proposed public releases shall be submitted for approval prior to release through the COR.

3.2.4.3 Loss, compromise, and 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 IA and Communications Security (COMSEC). The OPSEC program shall be IAW National Security Decision Directive (NSDD) 298 and at a minimum shall include:

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

While performing onboard Government sites, the Contractor shall (CDRL A010):

- a. Comply with facility OPSEC program instructions and contribute to organization-level OPSEC efforts.
- b. Include OPSEC as part of its ongoing security awareness program and take all required Agency training.
- c. Be responsive to the Supporting OPSEC Manager on a non-interference basis.
- d. 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 or Continuity of Operations Plans. Contractor personnel shall comply with all Government Emergency Management, Antiterrorism and Continuity of Operations Plans and directives. Contractor personnel shall not report for work at Government facilities upon declaration of Force Protection Condition "CHARLIE" or in any event or emergency where Government officials direct curtailment of operations to "Mission Essential Only." All Contractor personnel assigned to a Government facility shall complete annual Antiterrorism (Level One) and Active Shooter training.

3.2.7 Off-site Contractor support IA requirements: The Contractor shall use *DoDINST 8500.01 Cybersecurity* to exercise due-diligence in ensuring IA tenets of Confidentiality, Integrity, Availability, Authentication, and Non-Repudiation are applied to integration design efforts, as required.

3.2.7.1 Contractor Owned Contractor Operated (CO/CO) networks: The Contractor shall ensure that CO/CO Networks and Information Systems that process, store, display, manipulate, or transmit unclassified Government Program data comply with the protective measures IAW DoD Directive Type Memorandum (DTM) 08-027, 31 July 2009, Security of Unclassified DoD Information on Non-DoD Information Systems. Contractor owned information systems that process, store, display, manipulate, or transmit classified Government information shall be Certified and Accredited by the appropriate Designated Approving Authority, Defense Security Service (DAA DSS).

3.2.7.2 Electronic transmittal of CUI: The Contractor shall comply with *DoDINST 8520.2 Public Key Infrastructure (PKI) and Public Key (PK) Enabling* when transmitting CUI that has not been cleared for Public Release.

3.2.8 On-site Contractor support to include IA support

The Contractor shall support and perform tasks to protect the ASI Division's information and information systems using the principles of "due diligence" and "due care." The Contractor shall ensure the IA tenets of confidentiality, integrity, availability, authentication, and non-repudiation are integrated throughout the ASI Division's information systems beginning with inception and concluding with retirement or termination as appropriate. The Contractor shall ensure compliance with the following IA policies and procedures for the protection of information and information systems that they have administrator permissions:

- *DoDINST 8510.01 Risk Management Framework For DoD Information Technology (IT).*
- *DoDINST 8500.01 Cybersecurity.*
- *DoDINST 8520.2 Public Key Infrastructure (PKI) and Public Key (PK) Enabling.*
- *DoDD 8140.01 Cyberspace Workforce Management.*
- *DTM 17-001 Cybersecurity in the Defense Acquisition System.*
- *SECNAVINST M-5239.1 Department of the Navy Information Assurance (IA) Program.*

3.2.8.1 IA training: The Contractor shall complete and document annual IA training IAW *DoDD 8140.01 Cyber Workforce Management*. The Contractor shall provide status documentation within one (1) working day when requested by the Government.

3.2.8.2 Contractor Owned Contractor Operated (CO/CO) systems processing government information: The Contractor shall ensure that CO/CO Networks and Information Systems that process, store, display, manipulate, or transmit unclassified government program data comply with the protective measures IAW *DoD Directive Type Memorandum (DTM) 08-027 Security of Unclassified DoD Information on Non-DoD Information Systems*. Contractor owned information systems that process, store, display, manipulate, or transmit classified Government information shall be certified and accredited by the appropriate DAA DSS.

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

3.2.8.4 IA and IT workforce: The Contractor shall ensure that IA and IT personnel are properly trained and certified in compliance with *DoDD 8140.01 Cyber Workforce Management*.

3.3 Detailed support

The following subparagraphs provide the detailed support to be provided by the contractor and describe the tasks and functions to be accomplished under the contract.

3.3.1 Development and integration support: Non-performance-based tasking

3.3.1 (a) (CLINs 0001, 0002, 0016, 0017, 0018, 0022, 0023): Provide development and integration support. Research, develop, design, prototype, evaluate, and establish the performance capabilities of Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated testing and evaluation efforts and training in order to meet developmental milestones prior to operational use. Applicable to sections 3.3.1.1– 3.3.1.6.7.

3.3.1 (b) (CLINs 0001, 0003, 0016, 0017, 0019, 0022, 0024): Provide development and integration support. Operate, maintain, refurbish, overhaul, train, and perform in-service engineering to Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated efforts and training in order to conduct operations or operational testing in theatre. Applicable to sections 3.3.1.1 – 3.3.1.6.7.

3.3.1 (c) (CLINs 0001, 0004, 0016, 0017, 0020, 0022, 0025): Provide development and integration support. Modify, modernize, retrofit, integrate, and conduct initial training and production engineering on Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated efforts and training in order to contribute to customer investments into operational end items. Applicable to sections 3.3.1.1 – 3.3.1.6.7.

3.3.1 (d) (CLINs 0001, 0005, 0016, 0017, 0021, 0022, 0026): Provide development and integration support. Develop, prototype, evaluate, establish performance capabilities, operate, maintain, refurbish, overhaul, train, perform in-service engineering, modify, modernize, retrofit, integrate, and conduct initial training and production engineering on Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated efforts and training in order to contribute to customer investments into operational end items. Applicable to sections 3.3.1.1 – 3.3.1.6.7.

3.3.1.1 Software development support

3.3.1.1.1 The Contractor shall support the analysis of requirements for and development of software to include coding and implementation according to applicable coding standards (e.g. IEEE 12207-2017), Security Technical Implementation Guides (STIGs), and Software Governance models. (CDRL A004)

3.3.1.1.2 The Contractor shall support the development of software needed to integrate, support, and downlink sensor technologies from platforms to include, but not limited to, Signals Intelligence (SIGINT), Measurement and Signature Intelligence (MASINT), imagery, and communications. Downlink systems include, but are not limited to, Link 16, Digital Video Broadcast Second Generation/Extended (DVB-S2/X), Multi-User Objective System (MUOS), COTS and GOTS Mobile Ad-Hoc Networking (MANET), and encrypted and unencrypted video downlinks.

3.3.1.1.3 The Contractor shall support the development of software needed to record and analyze data from sensor technologies to include, but not limited to, SIGINT, MASINT, imagery, and communications.

3.3.1.1.4 The Contractor shall support development of software that supports pilot navigation systems, real-time Operational Flight Programs (OFP), and automatic web page generation for live source and metadata and sensor cross-cueing.

3.3.1.1.5 The Contractor shall support the development of embedded system design software to include, but not limited to, Programmable Logic Controllers (PLC) and Microprocessors using assembly level language as well as higher level languages to include, but not limited to, Ada, C++ and Java.

3.3.1.1.6 The Contractor shall support the development of real time application software for weapon systems, platforms, and networks.

3.3.1.1.7 The Contractor shall support the creation and maintenance of a software repository for COTS, GOTS, and government purpose software.

3.3.1.1.8 The Contractor shall support the development of algorithms and processing to include, but not limited to, sensor data storage, analysis of sensor data, and access to sensor data.

3.3.1.1.9 The Contractor shall support the development of algorithms for advanced selection and processing techniques to enable new cyber capabilities or enhancements to existing capabilities to include, but not limited to, signal processing, data processing, sensor calibration, performance assessment, and real-time and post-processing tools.

3.3.1.1.10 The Contractor shall support the development of Multi-Level Security (MLS) interfaces, devices, and rule creation.

3.3.1.1.11 The Contractor shall support the development of Software Design Descriptions (SDD). (CDRL A017)

3.3.1.1.12 The Contractor shall support the development of Software Version Descriptions (SVD). (CDRL A018)

3.3.1.1.13 The Contractor shall support the development of Interface Requirements Specifications. (CDRL A019)

3.3.1.1.14 The Contractor shall support the development of Interface Design Descriptions (IDD). (CDRL A020)

3.3.1.1.15 The Contractor shall support the development of System/Subsystem Design Descriptions. (CDRL A021)

3.3.1.2 Computer-related management support

3.3.1.2.1 The Contractor shall support network administration duties.

3.3.1.2.2 The Contractor shall support installation of servers, desktop computers, laptops, peripheral equipment, and LANs.

3.3.1.2.3 The Contractor shall support the configuration of servers, desktop computers, laptops, peripheral equipment, and LANs.

3.3.1.2.4 The Contractor shall support troubleshooting of servers, desktop computers, laptops, peripheral equipment, and LANs.

3.3.1.2.5 The Contractor shall support troubleshooting of fielded software products.

3.3.1.3 Software documentation and testing support

3.3.1.3.1 The Contractor shall support the creation of necessary software documentation and artifacts related to the development, use, and administration of software IAW applicable coding guidelines (e.g IEEE 12207-2017 and Capability Maturity Model Integration (CMMI) guidelines).

3.3.1.3.2 The Contractor shall support the development of test cases and procedures. (CDRLs A002 and A003)

3.3.1.3.3 The Contractor shall support the execution of test cases and procedures to include, but not limited to, regression testing, suitability testing, and acceptance testing.

3.3.1.3.4 The Contractor shall support the analysis of test case results.

3.3.1.3.5 The Contractor shall provide test reports. (CDRL A015)

3.3.1.3.6 The Contractor shall support the design, development, and fabrication of prototype testing software, articles, and equipment.

3.3.1.4 Certification and Accreditation (C&A) and Assessment and Authorization (A&A) support

3.3.1.4.1 The Contractor shall support C&A migration to A&A as well as A&A efforts to include, but not limited to, Authority to Operate (ATO), Interim ATO (IATO), Interim Authority to Test (IATT), and Interim Authority to Connect (IATC). (CDRL A009)

3.3.1.4.2 The Contractor shall support Interim Progress Reviews on all A&A documentation at intervals of one hundred ninety (190), one hundred five (105), and eighty-five (85) days prior to reaccreditation. (CDRL A009)

3.3.1.4.3 The Contractor shall support the overall objective of submitting final documentation for reaccreditation of systems no later than seventy-five (75) days prior to expiration date.

3.3.1.5 Protection solutions support

3.3.1.5.1 The Contractor shall support identification and mitigation of vulnerabilities for aircraft and weapon Real Time Operating Systems (RTOS) in a system of systems warfare environment with often intermittent or indirect connectivity to other systems.

3.3.1.5.2 The Contractor shall support identification and mitigation of vulnerabilities for networks, simulators, maintenance laptops, mission loaders, critical physical and industrial control system interfaces with air vehicles to include, but not limited to, aircraft launch and recovery equipment; power and navigation umbilicals; and supply chain management.

3.3.1.5.3 The Contractor shall support dynamic reconfiguration, compilation, and re-hosting for RTOS, embedded Platform Information Technologies (PIT), supervisory and data acquisition control systems, operational warfighting networks, and maintenance and logistics reach back networks.

3.3.1.5.4 The Contractor shall support size, weight, and power sensitive cyber resiliency solutions for MLS and RTOS.

3.3.1.5.5 The Contractor shall support detection, protection, incident response, recovery, and infrastructure. Recovery could include, but not be limited to, malware or other effects on aircraft and weapon system RTOS. Infrastructure could include, but not be limited to, tools, response kits, and methods.

3.3.1.6 Product assurance support

3.3.1.6.1 The Contractor shall support monitoring the software development processes and methods to ensure quality.

3.3.1.6.2 The Contractor shall support monitoring information systems for proper operation, use, maintenance, and disposal IAW DoN security policy and practices.

3.3.1.6.3 The Contractor shall support tracking and controlling changes in software and supporting data to ensure version control, establish baselines, implement a change process, and provide configuration status accounting, configuration auditing, build management, process management, environment management, and defect tracking.

3.3.1.6.4 The Contractor shall support the upkeep, configuration, and reliable operation of computer systems.

3.3.1.6.5 The Contractor shall support installation and maintenance of servers and other computer systems.

3.3.1.6.6 The Contractor shall support planning for and responding to service outages.

3.3.1.6.7 The Contractor shall support assurance of software IAW SWP4000-001 Cyber Risk Assessment.

3.3.2 Development and integration support: Performance-based tasking

3.3.2 (a) (CLINs 0006, 0007, 0016, 0017, 0018, 0022, 0023) Provide development and integration support. Research, develop, design, prototype, evaluate, and establish the performance capabilities of Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated testing and evaluation efforts and training in order to meet developmental milestones prior to operational use. Applicable to sections 3.3.2.1-3.3.2.2.1.

3.3.2 (b) (CLINs 0006, 0008, 0016, 0017, 0019, 0022, 0024) Provide development and integration support. Operate, maintain, refurbish, overhaul, train, and perform in-service engineering to Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated efforts and training in order to conduct operations or operational testing in theatre. Applicable to sections 3.3.2.1-3.3.2.2.1.

3.3.2 (c) (CLINs 0006, 0009, 0016, 0017, 0020, 0022, 0025) Provide development and integration support. Modify, modernize, retrofit, integrate, and conduct initial training and production engineering on Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated efforts and training in order to contribute to customer investments into operational end items. Applicable to sections 3.3.2.1-3.3.2.2.1.

3.3.2 (d) (CLINs 0006, 0010, 0016, 0017, 0022, 0026) Provide development and integration support. Develop, prototype, evaluate, establish performance capabilities, operate, maintain, refurbish, overhaul, train, perform in-service engineering, modify, modernize, retrofit, integrate, and conduct initial training and production engineering on Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated efforts and training in order to contribute to customer investments into operational end items. Applicable to sections 3.3.2.1-3.3.2.2.1.

3.3.2.1 A&A support

3.3.2.1.1 The Contractor shall develop a system A&A plan documentation to include, but not limited to, ATO, IATO, IATT, and IATC. (CDRL A009)

3.3.2.1.2 The Contractor shall submit final documentation for reaccreditation of systems no later than seventy-five (75) days prior to expiration date.

3.3.2.2 Cybersecurity implementation plan support

3.3.2.2.1 The Contractor shall develop Cybersecurity Implementation Plans for those systems with qualifying classification levels. (CDRL A011)

3.3.3 Safety: Performance-based tasking

3.3.3 (a) (CLINs 0006, 0007, 0016, 0017, 0018, 0022, 0023) Provide safety support. Research, develop, design, prototype, evaluate, and establish the performance capabilities of Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated testing and evaluation efforts and training in order to meet developmental milestones prior to operational use. Applicable to sections 3.3.3.1-3.3.3.2.3.

3.3.3 (b) (CLINs 0006, 0008, 0016, 0017, 0018, 0022, 0023) Provide safety support. Operate, maintain, refurbish, overhaul, train, and perform in-service engineering to Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated efforts and training in order to conduct operations or operational testing in theatre. Applicable to sections 3.3.3.1-3.3.3.2.3.

3.3.3 (c) (CLINs 0006, 0009, 0016, 0017, 0020, 0022, 0025) Provide safety support. Modify, modernize, retrofit, integrate, and conduct initial training and production engineering on Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated efforts and training in order to contribute to customer investments into operational end items. Applicable to sections 3.3.3.1-3.3.3.2.3.

3.3.3 (d) (CLINs 0006, 0010, 0016, 0017, 0020, 0022, 0026) Provide safety support. Develop, prototype, evaluate, establish performance capabilities, operate, maintain, refurbish, overhaul, train, perform in-service engineering, modify, modernize, retrofit, integrate, and conduct initial training and production engineering on Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated efforts and training in order to contribute to customer investments into operational end items. Applicable to sections 3.3.3.1-3.3.3.2.3.

3.3.3.1 Property damage reporting

3.3.3.1.1 The Contractor shall report damage to Government property not covered by *OPNAVINST 3750.6S IAW OPNAVINST 5102.1D*. Prompt notification shall be made to the COR within one (1) hour.

3.3.3.1.2 The Contractor shall report all available facts relating to each instance of damage to Government property. (CDRL A016)

3.3.3.2 Safety

3.3.3.2.1 The Contractor shall be responsible for the safety and accountability of all its employees.

3.3.3.2.2 The Contractor shall provide its personnel protective equipment where required.

3.3.3.2.3 The Contractor shall comply with all safety regulatory guidance including those as detailed in appropriate Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) instructions.

3.3.4 Program and project support: Performance-based tasking

3.3.4 (a) (CLINs 0006, 0007, 0016, 0017, 0018, 0022, 0023) Provide program and project support. Research, develop, design, prototype, evaluate, and establish the performance capabilities of Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated testing and evaluation efforts and training in order to meet developmental milestones prior to operational use. Applicable to sections 3.3.4.1 – 3.3.4.1.10.

3.3.4 (b) (CLINs 0006, 0008, 0016, 0017, 0019, 0022, 0024) Provide program and project support. Operate, maintain, refurbish, overhaul, train, and perform in-service engineering to Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated efforts and training in order to conduct operations or operational testing in theatre. Applicable to sections 3.3.4.1 – 3.3.4.1.10.

3.3.4 (c) (CLINs 0006, 0009, 0016, 0017, 0020, 0022, 0025) Provide program and project support. Modify, modernize, retrofit, integrate, and conduct initial training and production engineering on Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated efforts and training in order to contribute to customer investments into operational end items. Applicable to sections 3.3.4.1 – 3.3.4.1.10.

3.3.4 (d) (CLINs 0006, 0010, 0016, 0017, 0021, 0022, 0026) Provide program and project support. Develop, prototype, evaluate, establish performance capabilities, operate, maintain, refurbish, overhaul, train, perform in-service engineering, modify, modernize, retrofit, integrate, and conduct initial training and production engineering on Contractor or Government furnished prototype, developmental, or COTS software, as well as support associated efforts and training in order to contribute to customer investments into operational end items. Applicable to sections 3.3.4.1 – 3.3.4.1.10.

3.3.4.1 Management and administrative support

3.3.4.1.1 The Contractor shall develop and deliver training related to regulations, policy directives, SOPs, user guides, and other related areas.

3.3.4.1.2 The Contractor shall prepare mid-range and long-range project and technology development plans, investment strategies, and business and operating plans associated with systems integration on aircraft to include both U.S. and international activities.

3.3.4.1.3 The Contractor shall research technical data through the use of literature search, interviews, etc. to develop technical or program databases as required.

3.3.4.1.4 The Contractor shall prepare and produce technical reports and memoranda. (CDRLs A001 and A013)

3.3.4.1.5 The Contractor shall provide exhibits and displays, as required, associated with software developed to support avionics and weapons systems.

3.3.4.1.6 The Contractor shall design, procure, install, and maintain test systems and support equipment to include the maintenance and sustainment of facilities and fixtures.

3.3.4.1.7 The Contractor shall procure, stock, and restock engineering parts and materials as required for integrations and installations.

3.3.4.1.8 The Contractor shall establish and maintain a database of the parts and materials and generate an up-to-date catalog in PC compatible CDs, state-of-the-art digital storage, display media, or hard copy formats.

3.3.4.1.9 The Contractor shall develop and implement a standardized program and critical path management techniques and software tools to improve the planning, management, and control of programs.

3.3.4.1.10 The Contractor shall provide data support including maintaining a media library, copying of media, media data analysis, and data basing.

3.4 Personnel Qualifications

3.4.1 The Contractor shall be responsible for employing personnel having at least the minimum level of education and training, experience, technical expertise, and security clearance as stated under each labor category, herein referred to as LCAT, specified herein. All personnel shall have the required security clearance identified in the table in SOW/PWS Paragraph 3.2.2.3.

3.4.2 Key Personnel are those employees, subject to the quantity below, who will be performing in Key Labor Categories as specified for applicable labor categories below. Key Personnel are subject to the substitution restrictions within NAVAIR Clause 5252.237-9501 "Additional or Substitution of Personnel (Services)."

Key Personnel LCAT	Level	BLS SOC Code	Number of Personnel Required
General and Operations Manager	Senior	11-1021	One (1)
Software Developer	Senior	15-1252	One (1)

3.4.3 College Degree: All degrees shall be obtained from an "accredited college or university" as recognized by the U.S. Department of Education. This includes Associate's, Bachelor's, Master's, or Doctorate degrees.

3.4.4 Degree Major: If specific field is required, the field is specified under the applicable LCAT.

3.4.4.1 Business Discipline: When used in relation to educational or work experience requirements, "business discipline" shall mean any of the following specific subjects, disciplines, or areas of work experience only: Accounting, Advertising, Business, Economics, Entrepreneurship, Finance, International Business, Human Resources, Management, Marketing, or Public Relations.

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

3.4.4.3 Technical Discipline: When used in relation to educational or work experience requirements, "technical discipline" shall mean any of the following specific subjects, disciplines, or areas of work experience only: Computer Science, Computer Engineering, IT, Physics, and Mathematics.

3.4.5 Technical Certification Training: If specific certification or training is required, the certification or training requirement is specified under the applicable LCAT.

3.4.5.1 Active or Current Certification: Key Personnel must be able to demonstrate that they possess a valid certification (per vendor re-certification standards) at the time of proposal submission. All individuals must be able to demonstrate that they possess a valid certification (per vendor re-certification standards) at the time of TO award if the position requires a certification.

3.4.6 Professional employee experience and education level definitions

Note: If required, specialized experience and associated years of that particular experience are specified under the applicable labor category.

3.4.6.1 JUNIOR: A Junior LCAT has less than three (3) years' experience and a Bachelor of Arts (BA) or Bachelor of Science (BS) degree. A Junior LCAT is responsible for assisting more senior positions and performing functional duties under the oversight of more senior positions.

3.4.6.2 JOURNEYMAN: A Journeyman LCAT has three (3) to ten (10) years of experience and a BA or BS degree. A Journeyman LCAT typically performs all functional duties independently.

3.4.6.3 SENIOR: A Senior LCAT has over ten (10) years of experience and a Master of Arts (MA) or Master of Science (MS) degree. A Senior LCAT typically works on high-visibility or mission critical aspects of a given program and performs all functional duties independently. A Senior LCAT may oversee the efforts of less senior staff and/or be responsible for the efforts of all staff assigned to a specific job.

3.4.6.4 Qualification substitution chart: The following qualification substitution chart provides an example of standard experience/education substitutions for all labor categories (except those noted in SOW/PWS paragraph 3.4.6.5).

Bachelor's Degree	Six (6) years additional work experience related to the applicable LCAT's required experience may be substituted for a Bachelor's Degree	Associate's Degree plus four (4) years additional work experience related to the applicable LCAT's required experience may be substituted for a Bachelor's Degree
Master's Degree	Bachelor's degree plus four (4) years additional work experience related to the applicable LCAT's required experience may be substituted for a Master's degree	

3.4.6.5 Exceptions to substitution chart: For the below labor categories, a Bachelor's degree is required and the substitutions for a Bachelor's degree as stated in SOW/PWS Paragraph 3.4.6.4 are not allowable:

- a) General and Operations Manager, Senior
- b) Computer Hardware Engineer, Senior
- c) Software Developer, Senior

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

3.4.6.6 Academic Year: A full or complete year of study at an accredited junior college, college, university, or other academic institution toward which at least thirty (30) semester hours or forty-five (45) quarter hours of

undergraduate study, or eighteen (18) semester hours or twenty-seven (27) quarter hours of postgraduate study were completed.

3.4.6.7 Accredited Institution: A post-secondary educational institution (junior college, college, university, technical trade, or professional school) which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

3.4.6.8 Experience and Years of Experience: “Years of 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.

3.4.6.9 Part-Time Experience: 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 year of experience.

3.4.6.10 Postgraduate Degree: A Master's, Ph.D., or other professional degree for which completion of an undergraduate curriculum for receipt of a Bachelor's degree was a prerequisite.

3.4.6.11 Related Field: A field of study with a similar curriculum of study but is referenced by a different name.

3.4.6.12 Recent Experience: The specialized experience included as part of the required qualifications shall have been obtained in the field of endeavor indicated by the applicable labor categories listed below. The experience indicated in the following labor categories identified in SOW/PWS paragraph 3.4.7 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 seven (7) years. All required experience for all labor categories may have been obtained concurrently unless otherwise stated.

3.4.7 Professional Services Labor Qualifications: The following lists the minimum LCAT education and experience requirements, Bureau of Labor Statistics (BLS) Standard Occupational Classification (SOC) Code and the functional descriptions for each LCAT:

<u>LCAT</u>	<u>Level</u>	<u>BLS SOC Code</u>	<u>Functional Description</u>
General and Operations Manager	Senior	11-1021	See Below
Software Developer	Junior	15-1252	See Below
Software Developer	Senior	15-1252	See Below
Computer and Information Research Scientist	Junior	15-1221	See Below
Computer and Information Research Scientist	Senior	15-1221	See Below
Computer Hardware Engineer	Senior	17-2061	See Below
Computer Network Architect	Journeyman	15-1241	See Below
Computer Network Support Specialist	Journeyman	15-1231	See Below
Computer Network Support Specialist	Senior	15-1231	See Below
Computer Programmer	Journeyman	15-1251	See Below
Computer Programmer	Senior	15-1251	See Below
Computer Systems Analyst	Journeyman	15-1211	See Below
Computer User Support Specialist	Junior	15-1232	See Below

<u>LCAT</u>	<u>Level</u>	<u>BLS SOC Code</u>	<u>Functional Description</u>
Computer User Support Specialist	Senior	15-1232	See Below
Information Security Analyst	Journeyman	15-1212	See Below
Information Security Analyst	Senior	15-1212	See Below
Management Analyst	Senior	13-1111	See Below
Network and Computer Systems Administrators	Junior	15-1244	See Below
Network and Computer Systems Administrators	Senior	15-1244	See Below
Operations Research Analyst	Senior	15-2031	See Below
Web Developer	Journeyman	15-1254	See below

Functional Descriptions for labor categories in the table above shall be as described by the Bureau of Labor Statistics 2018 Standard Occupational Classification System unless otherwise noted below:

3.4.7.1 General and Operations Manager, Senior, SOC 11-1021, (1 Key)

Function: Plan, direct, or coordinate the operations of public or private sector organizations, overseeing multiple departments or locations. Duties and responsibilities include formulating policies, managing daily operations, and planning the use of materials and human resources, but are too diverse and general in nature to be classified in any one functional area of management or administration, such as personnel, purchasing, or administrative services. Usually manage through subordinate supervisors.

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

Required experience: Of the ten (10) plus years of required experience, at least six (6) years of experience must be directly related to the DoD.

Required education: Master's Degree in a Business Discipline or MS Degree in an Engineering or Technical Discipline.

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

Note: Refer to SOW/PWS paragraph 3.4.6.5.

3.4.7.2 Software Developer, Junior, SOC 15-1252

Function: Research, design, and develop computer and network software or specialized utility programs. Analyze user needs and develop software solutions, applying principles and techniques of computer science, engineering, and mathematical analysis. Update software or enhance existing software capabilities. May work with computer hardware engineers to integrate hardware and software systems, and develop specifications and performance requirements. May maintain databases within an application area, working individually or coordinating database development as part of a team.

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

Required education: Bachelor's Degree in a Technical Discipline.

Certifications: None required.

3.4.7.3 Software Developer, Senior, SOC 15-1252, (1 Key)

Function: Research, design, and develop computer and network software or specialized utility programs. Analyze user needs and develop software solutions, applying principles and techniques of computer science, engineering, and mathematical analysis. Update software or enhance existing software capabilities. May work with computer hardware engineers to integrate hardware and software systems, and develop specifications and performance requirements. May maintain databases within an application area, working individually or coordinating database development as part of a team.

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

Required education: Master's Degree in a Technical Discipline.

Certifications: None required.

Note: Refer to SOW/PWS paragraph 3.4.6.5.

3.4.7.4 Computer and Information Research Scientist, Junior, SOC 15-1221

Function: Conduct research into fundamental computer and information science as theorists, designers, or inventors. Develop solutions to problems in the field of computer hardware and software.

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

Required education: Bachelor's Degree in a Technical Discipline.

Certifications: None required.

3.4.7.5 Computer and Information Research Scientist, Senior, SOC 15-1221

Function: Conduct research into fundamental computer and information science as theorists, designers, or inventors. Develop solutions to problems in the field of computer hardware and software.

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

Required education: Master's Degree in a Technical Discipline.

Certifications: None required.

3.4.7.6 Computer Hardware Engineer, Senior, SOC 17-2061

Function: Research, design, develop, or test computer or computer-related equipment for commercial, industrial, military, or scientific use. May supervise the manufacturing and installation of computer or computer-related equipment and components.

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

Required education: MS Degree in an Engineering Discipline or a Master's Degree in a Technical Discipline.

Certifications: None required.

Note: Refer to SOW/PWS paragraph 3.4.6.5.

3.4.7.7 Computer Network Architect, Journeyman, SOC 15-1241

Function: Design and implement computer and information networks, such as LANs, Wide Area Networks (WAN), intranets, extranets, and other data communications networks. Perform network modeling, analysis, and planning, including analysis of capacity needs for network infrastructures. May also design network and computer security measures. May research and recommend network and data communications hardware and software.

Required experience: Of the minimum three (3) to ten (10) years of required experience, at least three (3) years of experience must be related to practical analysis experience in network design, administration, operations, procedures, and troubleshooting.

Required education: BS Degree in an Engineering or Technical Discipline.

Certifications: Microsoft Certified Systems Engineer (MCSE) latest equivalent from Microsoft or Cisco Certified Network Associate (CCNA).

3.4.7.8 Computer Network Support Specialist, Journeyman, SOC 15-1231

Function: Analyze, test, troubleshoot, and evaluate existing network systems, such as LANs, WANs, cloud networks, servers, and other data communications networks. Perform network maintenance to ensure networks operate correctly with minimal interruption.

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

Required education: BS Degree in an Engineering Discipline or a Bachelor's Degree in a Technical Discipline.

Certifications: None required.

3.4.7.9 Computer Network Support Specialist, Senior, SOC 15-1231

Function: Analyze, test, troubleshoot, and evaluate existing network systems, such as LANs, WANs, cloud networks, servers, and other data communications networks. Perform network maintenance to ensure networks operate correctly with minimal interruption.

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

Required education: MS Degree in an Engineering Discipline or Master's Degree in a Technical Discipline.

Certifications: None required.

3.4.7.10 Computer Programmer, Journeyman, SOC 15-1251

Function: Create, modify, and test the code and scripts that allow computer applications to run. Work from specifications drawn up by software and web developers or other individuals. May develop and write computer programs to store, locate, and retrieve specific documents, data, and information.

Required experience: Of the minimum three (3) to ten (10) years of required experience, at least three (3) years of experience must be directly related to database development, computer-based training development, and use of .NET tools, .NET Integrated Development Environment tools, asp.net, SQL Server 2000, and HTML editor tools.

Required education: Bachelor's Degree in a Technical Discipline.

Certifications: Certified Software Development Professional (CSDP) or equivalent vendor/platform specific certification such as, but not limited to, Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), and Oracle Certified Professional (OCP).

3.4.7.11 Computer Programmer, Senior, SOC 15-1251

Function: Create, modify, and test the code and scripts that allow computer applications to run. Work from specifications drawn up by software and web developers or other individuals. May develop and write computer programs to store, locate, and retrieve specific documents, data, and information.

Required experience: Of the ten (10) plus years of required experience, at least eight (8) years of experience must be directly related to database development, computer-based training development, and use of .NET tools, .NET Integrated Development Environment tools, asp.net, SQL Server 2000, and HTML editor tools.

Required education: Master's Degree in a Technical Discipline.

Certifications: Certified Software Development Professional (CSDP) or equivalent vendor/platform specific certification such as, but not limited to, Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), and Oracle Certified Professional (OCP).

3.4.7.12 Computer Systems Analyst, Journeyman, SOC 15-1211

Function: Analyze science, engineering, business, and other data processing problems to develop and implement solutions to complex applications problems, system administration issues, or network concerns. Perform systems management and integration functions, improve existing computer systems, and review computer system capabilities, workflow, and schedule limitations. May analyze or recommend commercially available software.

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

Required education: Bachelor's Degree in a Technical Discipline.

Certifications: None required.

3.4.7.13 Computer User Support Specialist, Junior, SOC 15-1232

Function: Provide technical assistance to computer users. Answer questions or resolve computer problems for clients in person, via telephone, or electronically. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.

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

Required education: Bachelor's Degree in a Technical Discipline.

Certifications: None required.

3.4.7.14 Computer User Support Specialist, Senior, SOC 15-1232

Function: Provide technical assistance to computer users. Answer questions or resolve computer problems for clients in person, via telephone, or electronically. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.

Required experience: Of the ten (10) plus years of required experience, at least three (3) years of experience must be directly related to supporting help desk Tier 1, 2, or 3 operations for a large-scale Government customer.

Required education: Master's Degree in a Technical Discipline.

Certifications: None required.

3.4.7.15 Information Security Analyst, Journeyman, SOC 15-1212

Function: Plan, implement, upgrade, or monitor security measures for the protection of computer networks and information. Assess system vulnerabilities for security risks and propose and implement risk mitigation strategies. May ensure appropriate security controls are in place that will safeguard digital files and vital electronic infrastructure. May respond to computer security breaches and viruses. Assist with the development of certification and accreditation documentation.

Required experience: Of the minimum three (3) to ten (10) years of required experience, at least three (3) years of experience must be directly related to the design, analysis, test procedure generation, test execution, and implementation of security mechanisms on DoD networks.

Required education: Bachelor's Degree in a Technical Discipline.

Certifications: None required.

3.4.7.16 Information Security Analyst, Senior, SOC 15-1212

Function: Plan, implement, upgrade, or monitor security measures for the protection of computer networks and information. Assess system vulnerabilities for security risks and propose and implement risk mitigation strategies. May ensure appropriate security controls are in place that will safeguard digital files and vital electronic infrastructure. May respond to computer security breaches and viruses. Assist with the development of certification and accreditation documentation.

Required experience: Of the ten (10) plus years of required experience, at least seven (7) years of experience must be directly related to the design, analysis, test procedure generation, test execution, and implementation of security mechanisms on DoD networks.

Required education: Master's Degree in a Technical Discipline.

Certifications: None required.

3.4.7.17 Management Analyst, Senior, SOC 13-1111

Function: Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively. Includes program analysts and management consultants. Support program development, project execution, business and technical operations, and strategic initiatives.

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

Required education: MS Degree in an Engineering Discipline, Master's Degree in a Technical Discipline, or Master's Degree in a Business Discipline.

Certifications: None required.

3.4.7.18 Network and Computer Systems Administrator, Junior, SOC 15-1244

Function: Install, configure, and maintain an organization's LAN, WAN, data communications network, operating systems, and physical and virtual servers. Perform system monitoring and verify the integrity and availability of hardware, network, and server resources and systems. Review system and application logs and verify completion of scheduled jobs, including system backups. Analyze network and server resource consumption and control user access. Install and upgrade software and maintain software licenses. May assist in network modeling, analysis, planning, and coordination between network and data communications hardware and software.

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

Required education: Bachelor's Degree in a Technical Discipline.

Certifications: None required.

3.4.7.19 Network and Computer Systems Administrator, Senior, SOC 15-1244

Function: Install, configure, and maintain an organization's LAN, WAN, data communications network, operating systems, and physical and virtual servers. Perform system monitoring and verify the integrity and availability of hardware, network, and server resources and systems. Review system and application logs and verify completion of scheduled jobs, including system backups. Analyze network and server resource consumption and control user access. Install and upgrade software and maintain software licenses. May assist in network modeling, analysis, planning, and coordination between network and data communications hardware and software.

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

Required education: Master's Degree in a Technical Discipline.

Certifications: None required.

3.4.7.20 Operations Research Analyst, Senior, SOC 15-2031

Function: Formulate and apply mathematical modeling and other optimizing methods to develop and interpret information that assists management with decision making, policy formulation, or other managerial functions. May collect and analyze data and develop decision support software, services, or products. May develop and supply optimal time, cost, or logistics networks for program evaluation, review, or implementation. May analyze operational suitability of platforms, weapons, sensors, and systems.

Required experience: Of the ten (10) plus years of required experience, at least seven (7) years of experience must be directly related to DoD aircraft or ship tactical systems.

Required education: MS Degree in an Engineering Discipline, Master's Degree in a Technical, or Master's Degree in a Business Discipline.

Certifications: None required.

3.4.7.21 Web Developer, Journeyman, SOC 15-1254

Function: Develop and implement websites, web applications, application databases, and interactive web interfaces. Evaluate code to ensure that it is properly structured, meets industry standards, and is compatible with browsers and devices. Optimize website performance, scalability, and server-side code and processes. May develop website infrastructure and integrate websites with other computer applications.

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

Required education: Bachelor's Degree in a Technical Discipline.

Certifications: None required.

3.4.8 Services Contracting Act (SCA) labor qualifications:

This is not a SCA designated contract. The table below lists the SCA labor categories required for this effort and has been provided solely to locate the functional job descriptions for the labor categories as described by the Department of Labor's SCA Directory of Occupations. The McNamara-O'Hara Service Contract Act is not applicable to this contract in accordance with C.F.R Part 541 and wage determinations are not included as attachments.

The following lists the SCA labor categories required for this effort:

<u>LCAT</u>	<u>BLS SOC Code</u>	<u>SCA Code</u>
Computer Based Training Specialist/Instructor	13-1151	15050
Computer Systems Analyst II	15-1211	14102
Computer Systems Analyst III	15-1211	14103

CLAUSES INCORPORATED BY FULL TEXT

C-TXT-ECMRA REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) INFORMATION (NOV 2017)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the **Advanced Software, Computer, and Network Development and Integration** via a secure data collection site. Contracted services, excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom - Telecommunications Transmission (D304) and Internet (D322) ONLY.
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address "<https://www.ecmra.mil>."

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. Contractors may direct questions to the help desk, linked at "<https://www.ecmra.mil>."

Section D - Packaging and Marking

PACKAGING AND MARKINGCLINS**Items 0001 through 0010 and 0017 through 0026:**

The services to be furnished shall be inspected and accepted in accordance with NAVAIR clause 5252.246-9512 Inspection and Acceptance (NAVAIR)(OCT 2005).

Items 0011 through 0015:

The travel and material to be furnished shall be inspected and accepted in accordance with NAVAIR clause 5252.246-9512 Inspection and Acceptance (NAVAIR)(OCT 2005).

Item 0016:

The data to be furnished hereunder shall be inspected and accepted in accordance with NAVAIR clause 5252.246-9514 Inspection and Acceptance of Technical Data and Information (NAVAIR)(FEB 1995) and Exhibit A, Contract Data Requirements List (CDRL).

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:

[TBD at Contract Award]

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

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

CLAUSES INCORPORATED BY FULL TEXT**5252.247-9514 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.

Section E - Inspection and Acceptance

CLINS**Items 0001 through 0010 and 0017 through 0026:**

The services to be furnished shall be inspected and accepted in accordance with NAVAIR clause 5252.246-9512 Inspection and Acceptance (NAVAIR)(OCT 2005).

Items 0011 through 0015:

The travel and material to be furnished shall be inspected and accepted in accordance with NAVAIR clause 5252.246-9512 Inspection and Acceptance (NAVAIR)(OCT 2005).

Item 0016:

The data to be furnished hereunder shall be inspected and accepted in accordance with NAVAIR clause 5252.246-9514 Inspection and Acceptance of Technical Data and Information (NAVAIR)(FEB 1995) and Exhibit A, Contract Data Requirements List (CDRL).

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	Destination	Government	Destination	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	Destination	Government	Destination	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0021	N/A	N/A	N/A	Government
0022	N/A	N/A	N/A	Government
0023	N/A	N/A	N/A	Government
0024	N/A	N/A	N/A	Government
0025	N/A	N/A	N/A	Government
0026	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by **the Contracting Officer Representative (COR) as identified in the NAVAIR Clause 5252.201-9501 DESIGNATION OF CONTRACTING OFFICER REPRESENTATIVE.**

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled **[Attachment 03 Data Item Transmittal Form]**. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

Items 0001 through 0026: The ordering period for this contract is five (5) years. The specific Period of Performance (PoP) for individual task orders will be defined at the task order level.

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

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 \$10,000.00; the maximum quantity is the total contract value.

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

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit [A], 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 [2.5.1.3].

(2) ACO, Code [Delivery of CDRLs to ACO is not required].

[(3) COR, Code as identified in NAVAIR Clause 5252.201-9501, Designation of Contracting Officer's Representative (SEP 2012)]

(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:

Naval Air Warfare Center – Aircraft Division
Webster Outlying Field
Airborne Systems Integration Division
St. Inigoes, MD 20684
Mark for COR: TBD at time of award

Section G - Contract Administration Data

INVOICE & PAYMENT INSTRUCTIONS

**The below "Special Invoice Instructions" and "Special Payment Instructions" will be incorporated at Task Order level.

SPECIAL INVOICE INSTRUCTIONS

All funding is identified/obligated at the CLIN/SLIN level under this task order. SLINs are established sequentially as obligated. Each obligation of funds may receive a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Each SLIN providing funding designates a specific project/work area. Thus an individual project/work area that is funded incrementally could have one or more ACRNs and could be across multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

The contractor shall be required to track and report at the project/work area/CLIN level. Each identified project/work area shall be invoiced by its associated SLIN and ACRN. If multiple ACRNs are associated with a single project/work area, the contractor shall consult/coordinate with the Contracting Officer for additional invoicing instructions.

SPECIAL 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 [task order/contract] 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.
- (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.

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

Combo

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

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

Not Applicable

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

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	See Block 25 on SF33
Issue By DoDAAC	See Block 7 on SF33
Admin DoDAAC**	See Block 24 on SF33
Inspect By DoDAAC	N/A
Ship To Code	N00421
Ship From Code	TBD at Contract Award
Mark For Code	N00421
Service Approver (DoDAAC)	TBD at Contract Award
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A

DCAA Auditor DoDAAC	TBD at Contract Award
Other DoDAAC(s)	N/A

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

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

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

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

(g) WAWF point of contact.

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

Additional notifications should be sent to: COR TBD at time of award

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

(End of clause)

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

- (a) The Contracting Officer has designated: COR TBD at time of award as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities: inspection of services, inspection of Data Deliverables, coordination with DCMA for inspections, and review of invoices in WAWF to ensure charges are reasonable, allowable, and allocable for work performed.

Additionally, the following specific duties are assigned to the COR;

FAR 42.302(a)(16) Ensure timely notification by the contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursement contracts.

FAR 42.302(a)(30) When contractors request Government property –

- (i) Evaluate the contractor's requests for Government property and for changes to existing Government property and provide appropriate recommendations to the contracting officer;
- (ii) Ensure required screening of Government property before acquisition by the contractor;
- (iii) Evaluate the use of Government property on a non-interference basis in accordance with the clause at 52.245-9, Use and Charges;
- (iv) Ensure payment by the contractor of any rental due; and

- (v) Modify contracts to reflect the addition of Government-furnished property and ensure appropriate consideration.

FAR 42.302(a)(38) Ensure contractor compliance with contractual quality assurance requirements

FAR 42.302(a)(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

FAR 42.302(a)(41) Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability, data control systems, configuration management, and independent research and development.

FAR 42.302(a)(42) Review and evaluate for technical adequacy the contractor's logistics support, maintenance, and modification programs.

FAR 42.302(a)(58) Ensure timely submission of required reports

FAR 42.302(a)(67) Support the program, product, and project offices regarding program reviews, program status, program performance, and actual or anticipated program problems.

DFARS 42.302(a)(67) Also support program offices and buying activities in precontractual efforts leading to a solicitation or award

Review contractor invoices in Wide Area Work Flow (WAWF) to ensure proper labor categories and labor hours (as applicable) are charged to the appropriate CLIN/SLIN/INFOSLIN, Line of Accounting (LOA) ACRN, and if applicable appropriate project number and TDL. In addition, ensure that travel and other items appear consistent with performance, and charges are reasonable for the work performed.

- (b) The effective period of the COR designation is the period of performance of this contract.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9510 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 dollars per hour (based on the fixed fee applicable to labor costs divided by the level of effort in hours) if a level of effort CLIN, and or "related provisional payment on account of allowable cost is to the total estimated cost of the contract or order" if a completion CLIN. 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.

Section H - Special Contract Requirements

H-1 MATERIALS CLAUSE

H-1 Restriction of the Direct Charging of Material NAVAIR 5252.242-9515 (Variation)(MM YYYY)

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

The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of the contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers, and other office equipment and office supplies. The items previously listed are allowable if it is equipment incorporated into systems delivered under the contract.

(b) List of Allowable Material:

Electronic Components and Material:

Amplifiers; antennas; charging devices; chemicals; cleaners; communications special enclosures; communicator switches; crystals; data controllers; desktop and laptop computers and accessories; eliminators; modems; modules; modulators; monitors; multiplexers; passive electronic components; relays; repair material; Radio Frequency (RF) adapters; routers; semi-conductor devices; servers; smart boards; transistors; and transformers.

Hardware:

Custom electronic cases; intermediate distribution frames; and slides.

Software:

Software licenses (e.g. word processors, spreadsheets, database managers, utilities, engineering design applications, engineering or program management applications, operating systems, 3D print, CAD/CAM software, graphics and presentation packages, mail systems, network handlers, communications packages, media converters, customized software, etc.); Software Development Kit; Software Development Kit Tools; emulation software; and miscellaneous software.

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:

Data storage medium; deliverable/documentation consumables; dividers; electronic components cleansing material; electronic repair services; paint; shipping/freight supplies/services; solder; 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) Prior written approval from the COR and/or Contracting Officer shall be required for all purchases of material (IT resources or non-IT resources) and Other Direct Costs (ODCs) in accordance with the dollar thresholds listed in paragraph (e) below. Requests for approval shall include a list of the material to be procured, an explanation of the need for the material, approved NAV-IDAS ITPR (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 or piece of equipment.

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. Contractor shall then request authorization in writing to the COR 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 between \$10,000.01 and \$150,000.00.

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

(e) Approval Thresholds:

Only material included in the above list of Allowable Material may be procured under any individual task orders under this contract. No material with a unit cost of \$150,000.01, or greater, without COR and KO approval, shall be procured under this contract. No procurement from a single source with a total value—the total sum of all items—of \$750,000.00 or greater may be procured under this contract.

For procurements (excluding software licenses) with a total value of \$10,000.00 and below, no prior COR concurrence or Contracting Officer approval is required.

For procurements (excluding software licenses) with a total value between \$10,000.01 and \$150,000.00, prior COR concurrence is required.

For procurements with a total value between \$150,000.01 and \$750,000.00, both COR concurrence and Contracting Officer approval is required prior to purchasing the material. If the COR concurs with the request, the COR will provide the request for approval to the Contracting Officer. The Contracting Officer will provide notification of disapproval or approval to the COR and Contractor.

CLAUSES INCORPORATED BY FULL TEXT

252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-00016)(SEP 2015)

(a) The Contractor shall-

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management at www.sam.gov-

- (i) Prior to subcontract award; and
- (ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

(b) The Head of the Contracting Activity (HCA) has the authority to -

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

CLAUSES INCORPORATED BY FULL TEXT

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-O0004)(SEP 2017)

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

"Combatant Commander" means the Commander of the United States Central Command Area of Responsibility.

"Contractors authorized to accompany the Force," or "CAAF," means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Designated reception site" means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities 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.

"Non-CAAF" means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) *General.* (1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).

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

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (J)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U.S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides emergency medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable-

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

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

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

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

(2) 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 in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware--

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

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, or another Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under--

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code)(applicable to contractor serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed 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) 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/index.html>;

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

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

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(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 www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States 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.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (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 CAAF deploying in support of an applicable operation--

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunization shall be obtained prior to arrival at the deployment center.

(3) All CAAF and, as specified in the statement of work, selected non-CAAF shall bring to the USCENTCOM AOR 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.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

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

(v) All deploying personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through--

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if 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.);

(3) The Contractor shall notify all personnel that--

(i) 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:

(ii) 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)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and

(iii) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(iv) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(v) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Contractor Accountability and Personnel data.*

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercised designated by USCENTCOM.

(1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.

(2) *Registration.* The Contractor shall comply with SPOT registration requirements.

(i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at <http://spot.dmdc.mil>. For classified contracts, user shall access SPOT at <https://spot.dmdc.osd.smil.mil>.

(ii) Register in SPOT using one of the following log-in methods--

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

(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) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator account requests and determine the appropriate level of user access.

(iv) Refer to the OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

(3) Compliance with SPOT.

(i) The Contractor shall comply with the SPOT Business Rules located at <http://www.acq.osd.mil/log/PS/spot.html>.

(A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.

(B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(ii) SPTO non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. 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 clause.

(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 local 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 Combatant 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, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons-

(i) Are adequately trained to carry and use them-

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(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.

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

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee 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 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

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252.225-7997 CONTRACTOR DEMOBILIZATION (DEVIATION 2013-O0017)(AUG 2013)

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) Demobilization plan. The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) Demobilization plan implementation. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) Plan contents.

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name of each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause "Inbound/Outbound Cargo and Contractor Equipment Census." The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacation or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) Demobilization requirements:

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operations Tracker (SPOT) database (e.g., active, redeployed, no-shows, killed, injured) within 72 hours of their employee's re-deployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Governmental facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) Subcontracts. The Contractor shall include the substance of this clauses, including paragraph (f), in all subcontracts.

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

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

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

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

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

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

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

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

<http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>.

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

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

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

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

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

results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

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

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

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

5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: [\[See Section C, 3.5.1 Travel\]](#). When contractor employees are in transit, all checked blocks are considered authorized. NOTE: The services marked in this special clause must be consistent with information marked on the approved GFKSV form.

U.S. Citizens

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

Third-Country National (TCN) Employees

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

Local National (LN) Employees

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

*CAAF is defined as Contractors Authorized to Accompany Forces.

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

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

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

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

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

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

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

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

5152.225-5910 CONTRACTOR HEALTH AND SAFETY (DEC 2011)

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the

authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS (AUG 2011)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Shipping Invoices.

- (d) Packing Lists. Required only if the shipping invoice does not list the cargo.
 - (e) An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.
 - (f) A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.
 - (g) Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.
 - (h) USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.
- (3) Exports: The following documentation is required for all export shipments:
- (a) An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.
 - (b) Invoices.
 - (c) Packing Lists. Required only if the shipping invoice does not list the cargo.
 - (d) A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.
- (4) Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to "The Instruction for Customs Clearance Request (Import/Export) Operations." In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>
- (e) Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3 at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

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

- (a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.
- (1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.
- (2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will immediately be reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).
- (3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to the PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room

number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

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

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

- Contract Number
- Contract Description & Location
- Company Name

Reporting party:

- Name
- Phone number
- e-mail address

Victim:

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

Incident:

- Description
- Location
- Date and time

5152.225-5916 MANDATORY ELIGIBILITY FOR INSTALLATION ACCESS (OCT 2015)

(a) U.S. and Coalition Commanders possess inherent authority to maintain law and order, provide security, and impose discipline necessary to protect the inhabitants of U.S. and/or Coalition installations, U.S. and Coalition personnel operating outside of installations, and U.S. or Coalition-funded developmental projects in Afghanistan. This authority allows commanders to administratively and physically control access to installations and/or project sites, and to bar contractors - including prime contractors, subcontractors at any tier, and any employees, from an installation or site. A commander's inherent force protection (FP) authority is independent of an agency's contracting authority, and it may not be superseded by any contractual term or provision.

(b) The prime Contractor/Vendor acknowledges that: submission of a bid, offer, or a proposal; acceptance of contract award of any type; or continuing effort under any contract that includes this clause; requires that the prime Contractor/Vendor, and all subcontractors under any affected contracts be initially eligible - and remain eligible during the entire period of contract performance to include any warrant period - for installation access to a U.S. and/or Coalition installation, regardless of whether the performance will take place on or off a U.S. or Coalition installation.

(c) To be eligible for installation access, Contractors and subcontractors at all tiers are required to register for installation access in the Joint Contingency Contracting System (JCCS) and are responsible for keeping the information in this system updated at all times. Prime Contractors and subcontractors at any tier may verify their registration at <https://www.jccs.gov/jccscoe/> by selecting the "Vendors Login" module and logging in with their user

name and password. The offeror must be registered, approved, and eligible for installation access prior to award, and remain eligible for installation access for the life of the contract.

(1) The offeror is required to submit a listing of all proposed subcontractors, at all tiers, to the Contracting Officer with the submission of the proposal, and provide updates during the life of the contract when subcontractors are added or removed. If no subcontractors are expected to perform during the life of the contract, the offeror must submit a negative response to the Contracting Officer with its proposal. After award, the prime contractor must submit a negative response to the Contracting Officer at the beginning of each performance period.

(2) Failure to be approved in JCCS - and thereby be eligible for installation access at the Prime and subcontractor levels - or failure to inform the Contracting Officer of the names of all prospective subcontractors (or provide a negative reply), may render the officer/contractor ineligible for award of continued performance. Additionally, any firm this is declared ineligible for installation access will be deemed non-responsible until such time as that firm is again deemed eligible by the appropriate access approval authority.

(d) Installation access determinations arise from the Combatant Commander's inherent authority and are separate and distinct from any law, regulation, or policy regarding suspension and debarment authority. Contractor queries or requests for reconsideration related to U.S. or Coalition installation base access eligibility must be directed to the authority responsible for base access decisions.

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

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: https://navalforms.documentservices.dla.mil/formsDir/_OPNAV_5239_14_7631.pdf. Instruction Note: SAAR-N forms are required to be downloaded and then completed. The "E-MAIL SUBMIT" button on the SAAR-N form is not to be used.

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

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

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

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment 04. The OCI List under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

[X] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of **six (6) months** after the date of completion of the contract. (FAR 9.505-1(a))

[X] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of **three (3) years** after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to

such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of **three (3) years** after the terms of this contract. (FAR 9.505-2(b)(1))

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

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

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

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

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

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the

contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) A description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) A description of the work to be performed;
- (3) The dollar amount;
- (4) The period of performance; and
- (5) A description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

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

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

5252.216-9534 TASK ORDER PROCEDURES (NAVAIR)(OCT 2005)

(a) The following activity (ies) or individual(s) is/are designated as Ordering Officer(s):

[Procuring Contracting Officer that supports the ASI Division]

The above activity (ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may only be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. For task orders with an estimated value of greater than \$[any dollar value], the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (ii) overtime hours by labor category,
- (iii) proposed completion or delivery dates,
- (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (v) dollar amount and type of any proposed subcontracts, and
- (vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering

Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

(A) notify the Ordering Officer immediately,

(B) submit a proposal for the work requested in the task order,

(C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation [(c) The Contractor shall notify the Contracting Officer in writing whenever it has a reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share] are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within [three (3) days] working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within [three (3)] working days from the time of the oral communication amending the order.)

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, FAR 52.228-5, "Insurance--Work on a Government Installation" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

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

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

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

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

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

(c) Travel Policy.

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

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

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

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

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

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

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

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring

non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

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

(c) The contractor agrees that [during the first 6 months of the contract], no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

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

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

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

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

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

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) 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 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 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 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 may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature provided the Contracting Officer provides verbal approval.

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

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

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

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

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

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

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	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (Deviation 2018-00015)	JUL 2018
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010

52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	AUG 2018
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
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
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
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
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer Products	OCT 2015
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
52.224-3	Privacy Training	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-17	Interest	MAY 2014
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (Jan 2017) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013

52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
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
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-7	Notification Of Changes	JAN 2017
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JAN 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
52.247-15	Contractor Responsibility for Loading and Unloading	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7006	Billing Instructions	OCT 2005
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
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	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)	DEC 2018
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
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
252.225-7002	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
252.225-7032	Waiver Of United Kingdom Levies--Evaluation of Offers	APR 2003
252.225-7033	Waiver of United Kingdom Levies	APR 2003
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7976 (Dev)	Contractor Personnel Performing in Japan. (DEVIATION 2018-O0019)	AUG 2018
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7000	Non-estoppel	OCT 1966
252.227-7010	License to Other Government Agencies	AUG 1984
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
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
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7003	Frequency Authorization	MAR 2014
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	JAN 2015
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.239-7018	Supply Chain Risk	FEB 2019
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
252.246-7001	Warranty Of Data	MAR 2014
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
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUNE 2016)

(a) Definitions. As used in this clause -

"Covered contractor information system" means an information system this is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as a public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

(b) Safeguarding requirements and procedures. (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

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 \$5,000.00, 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 the contract ceiling value;

(2) Any order for a combination of items in excess of the contract ceiling value; or

(3) A series of orders from the same ordering office within N/A 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 ten (10) 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 beyond 365 days after the end of the ordering period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

*This Clause will also be completed at the task order level specific to each order.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [to be completed at task order level].

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

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to

this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations and Certification section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code [] assigned to contract number [].

[Contractor to sign and date and insert authorized signer's name and title].

Signature

Date

Signer's Printed Name

Signer's Title

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 (**TBD at Task Order Level**) or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of the Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government in these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (DEVIATION 2018-O0015) (MAY 2018)

(a) The Contractor, in connection with this contract, shall—

- (1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard—Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 ([26 U.S.C. 6621\(a\)\(2\)](#)), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under [41 U.S.C. chapter 71](#), Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that—

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection [30.201-4](#) of the Federal Acquisition Regulation shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$2 million.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

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: **[If the subcontract is for labor and the subcontractor is not listed in Attachment 5]**

(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:

See Section J, Attachment 5 – Authorized Subcontractors

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from [**PoP start date in Section B**] through [**PoP end date in Section B**].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

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

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

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 228-9077, or commercial (202)433-9077.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data	22	18-NOV-2019
	Requirements List		
Attachment 01	DD254	5	13-FEB-2020
Attachment 02	ASCNDI QASP CSP	18	
Attachment 04	Organizational Conflict of Interest List	2	30-MAY-2019
Attachment 05	Authorized Subcontractors	1	30-MAY-2019
Attachment 06	Authorized Key Personnel	1	30-MAY-2019
Attachment 07	Sexual Assault and Sexual Harassment	4	09-OCT-2019
Attachment 08	COMR CDRL Template COR ONLY	7	25-OCT-2019
Attachment 09	COMR CDRL Template	3	25-OCT-2019
Attachment 10	MFR	4	30-JAN-2020
Attachment P1	P1 Past Performance Information Form	3	05-DEC-2019
Attachment P2	P2 Contractor Performance Assessment Questionnaire	4	30-MAY-2019
Attachment P3	P3 - Hourly Burdened Composite Labor Rates	3	02-MAR-2020
Attachment P4	P4 Reserved	1	30-MAY-2019
Attachment P5	P5 Reserved	1	30-MAY-2019
Attachment P6	P6 Cost Summary	22	02-MAR-2020
Attachment P7	P7 Subcontractor Cost Summary	22	02-MAR-2020

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
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.225-18	Place of Manufacture	AUG 2018
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.225-7000	Buy American--Balance Of Payments Program Certificate-- Basic (Nov 2014)	NOV 2014
252.225-7042	Authorization to Perform	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$41,500,000.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225- 5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

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

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror represents that--

It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

52.209-7 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)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (JUN 2018)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

____ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; or

____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) 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 submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(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

52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUN 2019)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

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

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

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

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

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

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

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

____ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

**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 –I CONTENT OF PROPOSALS (SERVICES) (FEB 2020)

PART A GENERAL INSTRUCTIONS

1.0 GENERAL

1.1 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.

1.2 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.

1.3 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.

1.4 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.

1.5 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.

1.6 Questions: Offerors may submit questions requesting clarification of solicitation requirements by emailing Kevin Schwertfeger, Contract Specialist, at kevin.schwertfeger@navy.mil and Carolyn Emmart, Contracting Officer, at carolyn.emmart@navy.mil. It is required that all questions be received within 10 calendar days of the date this solicitation is issued. Questions received after 10 calendar days may not be answered prior to the proposal due date.

2.0 PROPOSAL FORMAT

2.1 Written 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. Offeror's proposal shall not utilize compressed or condensed spacing between lines or characters in order to circumvent the provided page limits; any proposal that utilizes compressed or condensed spacing will be deemed non-compliant, will not be evaluated, and will be ineligible for award. All pages 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 1 page. Graphs and tables shall be presented in no smaller than Times New Roman 10 pt Normal 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, shall be no smaller than 10 pt. font and should be consistent with the purpose of the data presented. When using Government supplied templates (e.g. Attachment P3, Attachment P6, Attachment P7), no modifications to font or scaling are required.

2.2 The Offeror shall provide one printed complete copy of the proposal to the Procuring Contracting Officer (PCO). Additionally, the Offeror shall provide the proposal via electronic files fully compatible with Microsoft 2016 and for

information not supported by MS Office products, with the latest Adobe Acrobat reader on a CD-ROM. The Offeror will ensure that the Price/Cost Volume is provided on a separate CD-ROM. Each CD-ROM is to be labeled with the Offeror's name and include "For Official Use Only" and "Source Selection Information – See FAR 2.101 and 3.104." If a discrepancy exists between the original paper copy of the proposal and the disk copy, the paper copy will take precedence.

3.0 PROPOSAL CONTENT AND VOLUMES

3.1 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 and paragraph number matches the Proposal Instructions Volume and paragraph number provided in section "Part B Specific Instructions" to which it is responding, although the Offeror may add lower tier subparagraphs. The Offeror must provide any reason(s) it will not provide information for a particular paragraph. The proposal information instructions are structured by paragraph numbers where first and second parts correspond to the volume and paragraph/subparagraph in the Offeror's proposal.

3.2 Each volume of the proposal shall be submitted as one original and additional copies 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 to the address provided in 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 pages, acronym lists, and table of contents pages do not count towards the page limit. Any pages submitted exceeding the page limit will be disregarded and will not be evaluated.

3.3 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. Each Annex should be in an individual binder.

Volume	Paragraph/ Subparagraph	Title	Page Limitations	Copies Required
1	1.0	Technical Proposal	As indicated below	1 Original; 3 Paper Copies; 1 Electronic Copy
	1.1.1	Understanding of the Work - Statement of Work/Performance Work Statement Approach	25 pages	1 Original; 3 Paper Copies; 1 Electronic Copy
	1.1.2	Understanding of the Work - Sample Task	15 pages	1 Original; 3 Paper Copies; 1 Electronic Copy
	1.2	Workforce - Key Personnel Resumes/Personnel Qualifications	2 pages per resume	1 Original; 3 Paper Copies; 1 Electronic Copy
	1.3	Small Business Utilization Strategy	No page limit	1 Original; 3 Paper Copies; 1 Electronic Copy
2	2.0	Past Performance	No page limit	1 Original; 1 Paper Copy; 1 Electronic Copy

3	3.0	Price/Cost Proposal	No page limit	1 Original; 1 Paper Copy 1 Electronic Copy
Annex 1		Past Performance Supporting Documents	No page limit	1 Original; 1 Paper Copy 1 Electronic Copy
Annex 2		Past Performance Cross Reference Matrix (CRM)	2 pages per past performance contract reference	1 Original; 1 Paper Copy; 1 Electronic Copy
Annex 3		Small Business Subcontracting Plan	No page limit	1 Original; 1 Paper Copy 1 Electronic Copy

3.4 Each proposal volume shall contain the following information:

- a. Cover and title page
- b. Title of proposal and proposal number as applicable
- c. Offeror's name, address, and POC
- d. RFP number
- e. Proposal volume/book number
- f. Copy number
- g. Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)
- h. Use tabs and dividers

3.5 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	3A	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:

4.1 Offeror shall clearly mark all packages with the solicitation number. All proposals shall be received at the address below no later than the date and time specified in Block 9 of the SF 33 of the RFP.

4.2 Offeror shall hand carry or submit proposals via United States Postal Service or through a commercial carrier using the address provided below.

4.2.1 Hand carried proposals and commercial carried proposals (e.g. FEDEX, UPS, etc.) shall be delivered, attention to: Kevin Schwertfeger and/or Carolyn Emmart to the below address. When submitting hand carried proposals, contact Kevin Schwertfeger at (301) 342-4256, or Carolyn Emmart at (301)757-4704 to coordinate access into the building at time of proposal delivery.

NAVAL AIR SYSTEMS COMMAND
CODE: AIR-2.5.1.3.3 (KEVIN SCHWERTFEGER)
47060 LILJENCRAVANTZ ROAD, BLDG 433
PATUXENT RIVER, MD 20670
Solicitation Number: N00421-20-R-0002

4.2.2 United States Postal Service proposal delivery shall be delivered, attention to Kevin Schwertfeger at the following address:

DEPARTMENT OF THE NAVY
AIRCRAFT SUPPORT CONTRACTS DIVISION
ATTN (KEVIN SCHWERTFEGER) CODE (AIR-2.5.1.3.3)
21983 BUNDY ROAD BLDG 3272
PATUXENT RIVER, MD 20670-1127
Solicitation Number: N00421-20-R-0002

4.2.3 Offeror shall not submit proposals by facsimile or electronically via email.

5.0 PROPOSAL PACKAGING:

5.1 The Offeror shall package the proposal volumes in cartons or equivalent packaging containers in the most efficient manner possible grouping like volumes to the maximum extent possible. Each container shall be single person portable. One container shall include all Original Proposal volumes including the original/signed documents submitted as part of Volume 3 Price/Cost.

5.2 Each box should include a packing slip detailing the contents to include the volume number, title, and copy number. Also, each box should be stamped or marked "For Official Use Only" and "Source Selection Information – See FAR 2.101 and 3.104."

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

Cost or pricing information shall only appear in the Price/Cost volume.

1.0 VOLUME 1: TECHNICAL

1.1 Understanding of the Work

The Offeror shall provide a written response to the SOW/PWS Approach and Sample Tasks provided below.

1.1.1 Statement of Work (SOW)/Performance Work Statement (PWS) Approach

1.1.1.1 The Offeror shall provide a written narrative of the Offeror's understanding and proposed capability to perform the requirements of SOW/PWS paragraph 3.3.1 Development and Integration Support (Non-Performance Based Tasking) specific to sub-paragraphs. 3.3.1.2, 3.3.1.3, 3.3.1.4 and 3.3.1.5 The narrative shall include, the elements set forth below:

1.1.1.1.1 Provide a detailed description of the approach, including a detailed methodology which would be used in accomplishing each SOW/PWS task.

1.1.1.1.2 Identify reference documents that would be utilized to perform the SOW/PWS tasking.

1.1.1.1.3 Provide a product outline describing what would be the expected deliverable(s) as a result of the tasking.

1.1.1.1.4 Identify any risks that may impact successful performance and actions required to mitigate the risks.

1.1.2 Sample Task

1.1.2.1 The Offeror shall provide a written response to the following sample task:

Mission System for Intelligence, Surveillance, and Reconnaissance (ISR) Foreign Military Sales (FMS) Aircraft

The Contractor shall adapt an existing government owned Maritime Domain Awareness System (MDAS) for use as an onboard mission system for a Beechcraft 350 Multi-Role Enforcement Aircraft as part of a FMS effort for the country of Brazil. The existing MDAS software provides mapping, identification (through commercial databases), geo-fencing, alerting, tracking, and interception of input track data from networked sources such as an Automated Information System (AIS) or Automated Dependent Surveillance-Broadcast (ADS-B); viewing of Real Time Streaming Protocol (RTSP) and User Datagram Protocol (UDP) streaming video from sensors; sensor control; and limited mission coordination and support through an Extensible Messaging and Presence Protocol (XMPP) based chat widget. The Contractor provided ISR mission system must be a fully exportable solution. The offeror may be called upon to provide artifacts to support airworthiness. The oversight of airworthiness will be handled by a Third Party.

At a minimum, the Contractor shall provide:

- 1) MDAS system modification to include own-ship, requiring inputs of aircraft navigation data.
- 2) Network integration for downlink of track-data, track identification, and mission chat function.
- 3) Radio Detection and Ranging (RADAR) integration (tracks and raw imagery).
- 4) Camera integration.
- 5) Integration of offline mapping data (current maps provided by Google Earth).
- 6) Interface for local AIS sensor data.
- 7) Interface for local ADS-B sensor data.
- 8) Interface for control and input video data from local imagery sensor.

Assume that:

- 1) All appropriate source code, documentation, and development tools will be provided.
- 2) Aircraft and aircraft related maintenance and flight crews are currently under contract.
- 3) All Naval Air Warfare Center Aircraft Division (NAWCAD) and other Contractor personnel are fully vetted and cleared U.S. Citizens.
- 4) Aircraft may be brought to the Continental U.S. (CONUS) for system installation and modification.
- 5) All major structural modification to the aircraft will be performed by U.S. Government (USG) or other Contractor personnel.
- 6) Test flight support will be conducted at the Yuma Proving Grounds (YPG) in Yuma, AZ.

Aircraft sensing and detection equipment:

- L3 WESCAM MX-15HDi Sensors.
- HPR 200 Digital Video Recorder (DVR).
- Selex Seaspray 7500 E Multi-Mode Radar.
- AirCell ST 3100 SAT Phone.
- ARC 210.
- HF-9000 Radio.
- Wulfberg Flexcomm C-5000.
- OuterLink Communications Port 3i (CP-3i).
- L3 PROTEC – MA Airborne Automatic Identification System (AIS).
- BMS Video Downlink System.
- DVP – 200 Data & Voice Privacy Encryption Unit.
- Orbit's Automated Digital Audio Management System (ADAMS).

Mission displays:

- Cockpit Center Multi-Function Display (Pro-Line 21).
- 6.5" Cockpit Touchscreen Display.
- 8.4" Mission Systems Operator Displays.
- 17" Flight Display Systems.

Software/Systems not specifically identified by the Government shall be identified by the Contractor. Please include rationale for choice (industry standard, best fit, price, etc.).

Once successful tests are completed and the finalized software package, source, and documentation have been delivered, this Contractor's obligation is satisfied. The Government will retain unlimited rights to any software or software modification developed under this Contract. All Original Equipment Manufacturer (OEM) warranties and licenses will be handed over to USG personnel upon completion of this task.

1.1.2.1.1 Offerors shall demonstrate in a clear and detailed manner that they have a comprehensive understanding of the requirements and problems inherent in providing services of the scope and character outlined in the Sample Task above. Offerors should note that unique methods of technically resolving problems identified with the sample task are encouraged. However, be mindful of timely accomplishment of SOW/PWS objectives with minimal risk to technical achievement, schedule risk, and cost. For the Sample Task identified above, the Offeror shall:

1.1.2.1.1.1 Team – Offerors shall 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 JV team members required to perform the work.

1.1.2.1.1.2 Technical Approach – Offerors shall provide a detailed description of the technical approach including a step-by-step procedure and methodology which would be used in accomplishing the task.

1.1.2.1.1.3 Performance Risk Analysis – Offerors shall 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).

1.1.2.1.1.4 Offerors shall identify a process to track progress towards completion of task.

1.1.2.1.1.5 Reports – Offerors shall provide a list of recommended report(s) to document the task.

1.1.2.1.1.6 Offerors shall provide a process description for the identification and documentation of all system interfaces associated with sensor installation aboard the aircraft.

1.1.2.1.1.7 Offerors shall provide a process description for the implementation and maintenance of cost and schedule controls.

1.1.2.1.1.8 Offerors shall address Facility considerations.

1.1.2.1.1.9 Level of Effort – Offerors shall provide an outline of hours by labor category required to complete the task. Offerors shall not include any cost information in their technical proposal submission.

1.2 Workforce

The following definitions apply: A “contingent hire” is an individual who has committed, under a signed letter of intent (LOI), to being employed by the Offeror with a stated salary, if the Offeror is awarded the contract. A “prospective hire” is an individual that the Offeror has committed to hiring if the Offeror is awarded the contract whose identity may not be known until after award.

1.2.1 Key Personnel Resumes/Personnel Qualifications

For all proposed current or contingent hire Key Personnel, the Offeror shall 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
- Current position, title and employer
- Years of employment experience in chronological order including employer, title, and narrative description of duties and responsibilities
- Educational history
- Institution name, degree (type and field of study) or certification earned, and year for all degrees or certifications earned
- Specialized training or certifications as it relates to the labor category qualifications and the year training was completed or certification was achieved
- Current level of security clearance and status (i.e. final, interim, pending submission, or n/a)

1.2.1.1 Offerors shall only submit resumes for the key personnel positions listed in Section C, Paragraph 3.4.2. Offerors are prohibited from proposing key personnel in out years (years 2-5) that differ from the key personnel proposed in Year 1 of the ordering period.

1.2.1.2 If the qualification (e.g. education, experience) does not readily or easily compare to the minimum qualification stated in the SOW/PWS, the Offeror shall provide an explanation as to the equality of the proposed qualification to meet.

1.2.1.3 Only current or contingent personnel may be proposed as Key Personnel. No prospective hire may be proposed as Key Personnel.

1.2.1.4 The Government may check backgrounds to verify experience, education, and certifications received.

1.3 Small Business (SB) Utilization Strategy

All Offerors shall describe their strategies for utilizing SB Concerns in the performance of this contract, whether as a JV, teaming arrangement, or subcontracted to achieve a Government established Small Business Participation Goal of no less than 22% of the total subcontract value, inclusive of options and include the following minimum goals: SDB 5%, WOSB 5%, SDVOSB 3%, and HUB Zone 3%. Small business offerors should include themselves in addressing their strategies. All goals shall be presented in percentages in relation to total subcontract value. This strategy is separate from, but shall be consistent with, the SB Subcontracting Plan, if such a Plan is required.

- 1) Offerors shall specifically identify the small business subcontractors to be utilized in performance of this contract to the maximum extent practical. For each SB concern specifically identified in the proposal,

provide the SB concern's SB subcategory (e.g SDB, SDVOSB, WOSB, HUB Zone, etc.), provide the SB concern's CAGE code (or, if not registered in System for Award Management (SAM), provide evidence of self-certification in accordance with FAR 19.703(b) as a SB concern), and the NAICS code for the work to be performed by the SB subcontractor.

- 2) Offerors shall describe the complexity and variety of the work small firms are to perform. For each SB subcontractor specifically identified, the offeror shall identify if the planned subcontract effort is considered to be of low, medium, or high complexity along with a brief rationale.

2.0 VOLUME 2: PAST PERFORMANCE

2.1 General

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

2.1.2 The Offeror shall complete the Past Performance Information Form, Attachment P1, and submit as part of Volume 2, 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. 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.

2.1.2.1 The Offeror shall provide a narrative on each Past Performance Information Form, Attachment P1, 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. Information shall be concise enough to fit within the limitations of the form.

2.1.3 Offerors shall provide the Statement of Work (SOW)/ Performance Work Statement (PWS) in Annex 1 for each contract reference and cross reference how each provided contract aligns to the RFP SOW/PWS. If the work was performed by a proposed subcontractor, the Offeror shall submit the subcontractor's SOW/PWS. The Offeror shall submit a Cross Reference Matrix (CRM), Annex 2, similar to the example below. Past Performance CRMs shall be no more than two pages per Past Performance reference contract.

Contract Number (List Order Number, if Applicable) Identified in Attachment P1	N00421-20-R-0002 SOW/PWS Paragraph	Attachment P1 Reference SOW/PWS Paragraph
	3.3.1.1	

Contract Number (List Order Number, if Applicable) Identified in Attachment P1	N00421-20-R-0002 SOW/PWS Paragraph	Attachment P1 Reference SOW/PWS Paragraph
	3.3.1.2	
	3.3.1.3	
	3.3.1.4	
	3.3.1.5	
	3.3.1.6	
	3.3.2.1	
	3.3.2.2	
	3.3.3.1	
	3.3.3.2	
	3.3.4.1	

2.1.4 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 Contract Performance Assessment Questionnaire (CPAQ), Attachment P2, 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 Kevin Schwertfeger, Contract Specialist, at kevin.schwertfeger@navy.mil AND Carolyn Emmart, Contracting Officer, at carolyn.emmart@navy.mil thereby allowing the customer approximately two weeks to complete their response. All CPAQs should be received by Kevin Schwertfeger and Carolyn Emmart 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 3: PRICE/COST PROPOSAL

3.1 Volume Content:

3.1.1 This Volume shall contain the Contract Compliance information specified below as follows:

- a. Offeror Summary Table: The Offeror shall complete the table below. The Offeror shall include all subcontractors and Joint Venture (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. (Only required from Prime contractor.)

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
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- b. Signed SF33 for basic solicitation and acknowledgment of each amendment, including completion of any RFP clause or provision that requires a fill-in or response. (Only required from Prime Contractor.)
- c. Signed Representations, Certifications, and Acknowledgements and/or System for Award Management (SAM).
- d. Guarantee the length of proposal validity (for at least 210 days after proposal submission).
- e. For each proposed subcontractor, list the type of subcontract the Offeror will have with the subcontractor, i.e. cost plus fixed fee, firm fixed price, time and material, etc. (Only required by the Prime Contractor.)

3.1.2 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 2016 Excel format on CD-ROM media. (Only required from Prime contractor.) 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.

3.1.3 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. Offerors are responsible for submitting sufficient information to enable the Government to fully evaluate their price/cost proposal.

3.2 Ground Rules and Assumptions:

3.2.1 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.

3.2.2 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.

3.2.3 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.

3.2.4 Unpriced Subcontractors shall not be proposed.

3.3 Price/Cost Information (For CPFF CLINS only):

3.3.1 Offerors shall submit their fully completed price/cost proposal utilizing the Cost Summary Spreadsheet (Attachments P6 and P7 for the Prime and Subcontractor respectively). Attachments P6 and P7 shall be provided separately in MS Office 2016 Excel format on CD-ROM media. Offerors shall ensure the digital copy of Attachment P6 and P7 submitted is unprotected and unlocked, with formulae intact to show mathematical operations. The spreadsheet shall also be formatted on letter size (8.5 X 11) paper, printed, and included in the Offeror's cost narrative Volume 3 Price/Cost proposal submittal. The Offeror shall use the CPFF Labor Term Summary worksheet, CPFF Labor Completion Summary worksheet, CPFF Foreign-Area summary worksheet, and ODC worksheet to breakout total proposed costs by CLINs.

3.3.2 To utilize the Streamlined Ordering Procedures, the Offeror shall complete Attachment P3, Hourly Burdened Composite Labor Rates.

3.3.2.1 The Hourly Burdened Composite Labor Rates: Attachment P3, Hourly Burdened Composite Labor Rates, spreadsheet will consist of composite burdened rates for each of the labor categories, exclusive of fee. Burdened rates are defined as direct labor rates plus all applicable burdens, to include indirect rates, applicable escalation rates, subcontractor fee on subcontractor labor, and subcontractor pass-through costs (exclusive of prime fee on subcontractor's labor). The proposed Hourly Burdened Composite Labor rate shall not include prime fee on prime labor, prime fee on subcontractor labor, Foreign-Area Allowances, Other Direct Costs (ODCs) such as Travel and Material, and Cost of Money costs (if proposed). These rates will be incorporated into paragraphs (c) and (d) of Section B, B-1 Hourly Burdened Composite Labor Rates and Streamlined Ordering Procedures, Estimated/Negotiated Labor Rates and Streamlined Ordering Procedures for Cost Plus Fixed Fee (CPFF) Term Orders of the resultant contract. The Government will utilize the composite burdened rates when developing estimated labor ceilings for task orders that include CPFF Labor Term CLINs by using the estimated hours per labor category multiplied by the composite rates found in Section B. (Only required from Prime contractor.)

Attachment P3 shall be provided separately in MS Office 2016 Excel format on CD-ROM media. Offerors shall ensure the digital copy of Attachment P3 submitted is unprotected and unlocked, with formulas intact to show mathematical operations. Offerors may include Attachment P3 and Attachment P6 on the same CD-ROM media as separate files. The spreadsheet shall also be formatted on letter size (8.5 X 11) paper, printed, and included in the Offeror's cost narrative Volume 3 Price/Cost proposal submittal.

3.3.2.2 Fixed Fee (CPFF Labor Term): Fixed Fee will be calculated based on fee per hour. The fee per hour for the CPFF Labor Term tasking is the total fee proposed for all CPFF Labor Term ordering periods divided by the total number of CPFF Labor Term hours for all ordering periods. The Offeror shall identify the fee per hour for CPFF Labor Term tasking in the worksheet titled "B2 Fee" within Attachment P3, Hourly Burdened Composite Labor Rates. The fee per hour will be incorporated into Section B of the contract (only required from Prime Contractor).

3.3.2.3 Fixed Fee (CPFF Labor Completion): Fixed fee will be calculated based on the percentage of total fee proposed for all ordering periods of CPFF Labor Completion tasking divided by the total proposed costs for all ordering periods of CPFF Labor Completion tasking. The Offeror shall identify the fixed fee percentage in the worksheet titled "B2 Fee" within Attachment P3, Hourly Burdened Composite Labor Rates. The fixed fee percentage will be incorporated into Section B of the contract. (Only required from Prime Contractor)

3.3.3 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.

3.3.4 Direct/Indirect Rates:

3.3.4.1 The Offeror shall submit Forward Pricing Rate Agreements (FPRAs) and/or Forwarding Pricing Rate Recommendations (FPRRs) as applicable for all proposed personnel.

3.3.4.2 The Offeror shall identify whether the labor rates proposed are FPRAs, FPRRs, or Offeror proposed rates.

3.3.4.3 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 (including direct, indirect, escalation and any additional additive rates or factors) 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. The Government may compare a prospective Offeror's labor category rate to the average labor rate from industry.

3.3.4.4 For key personnel contingent hires, the Offeror shall provide contingent offer letters outlining salary information for contingent hire employees. For any prospective hires proposed in non-key personnel positions, Offerors shall provide information to substantiate the rates proposed. All contingent hires shall have a letter of intent submitted under the Price/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.

3.3.4.5 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.

3.3.4.6 If any of the rates utilized by the Offeror or any subcontractors differ from the DCAA information, historical rate information, and/or payroll verification, a justification shall be provided for the difference.

3.3.4.7 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.

3.3.4.8 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 its Accounting System has not been approved by DCMA.

3.3.4.9 Offerors and subcontractors shall provide the last three (3) years of actual indirect rates, escalation rates, and any additional additive rates or factors (if proposed). The historical rate information shall be the Offeror's and subcontractor's company historical rate information and not contract specific.

3.3.5 The Offeror shall fully disclose the buildup of cost/price for each CLIN.

3.3.6 When completing the Cost Summary Spreadsheet (Attachments P6 and P7), the Offeror shall not utilize any fully burdened hourly rates when pricing the labor of its employees.

3.3.7 Offerors, including subcontractors, shall 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:

- a) Direct labor rates by category. Offerors, including subcontractors are required to submit labor rates for all proposed current, contingent, and prospective hire individuals. If composite or category averages are proposed, provide a breakdown of how rates are developed. If necessary provide a narrative to describe derivation of labor rates and use of uncompensated overtime. If the Offeror requires the use of consultants in performance of the effort, the consultant cost shall be captured under the appropriate labor CLIN not the ODC CLINs.
- b) Escalation on labor. Offerors, including subcontractors, shall address escalation for all labor categories, and shall provide rationale for the specific escalation rate used. Offerors that do not include escalation, or an explanation as to why it is not included, may be considered unrealistically low and may have their proposals adjusted by the Government to include escalation in Years II through V of the ordering period. Offerors shall also provide historical escalation rates for the last three (3) years.
- c) Indirect costs (e.g., Overhead, Fringe Benefits, General & Administrative (G&A), etc.). Offerors, including subcontractors, shall provide Historical billing rates/Historical provisional billing rates associated with indirect costs for the past three (3) years. Offerors shall identify pools to which indirect rates are applied.
- d) Offerors, including subcontractors, shall provide information needed to explain their estimating practices.

- e) Profit/Fee: Offerors, including subcontractors, shall identify profit/fee rate and total amounts proposed and identify the various cost elements to which the profit/fee is being applied. Profit, Base, Award, and Incentive fee rates, as applicable in Section B, must be clearly distinguishable. Profit/Fee shall not be applied to ODCs.
- f) Other Direct Costs (ODCs) by specific cost element (e.g., Travel, Material). Reimbursement for Travel will be in accordance with FAR 31.205-46. If the Offeror proposes burdens on the Government provided ODC estimates, the Offeror shall provide a percentage breakdown of the Offeror's indirect costs and burdens added to the Government estimates for any and all specific cost elements.
- g) Foreign-Area Allowances: OCONUS travel is anticipated to include locations that typically use Foreign-Area Allowances. Foreign-Area Allowances shall not exceed the rates for Government Civilian under the Department of State Standard Regulations 650. The Offeror/Subcontractor shall utilize the Government's unburdened Foreign-Area Allowances provided in Section L, Paragraph 3.5.2. The insurance for dangerous environments referenced in Section I, FAR clause 52.228-3 Worker's Compensation Insurance, has been accounted for within the Government Foreign-Area Allowances amounts. The Offeror and Subcontractor shall propose Foreign-Area Allowances in accordance with its company's policy and provide an explanation of its company's policy in their Price/Cost Proposal.
 - i. If it is the contractor's/subcontractor's policy to invoice Foreign-Area Allowances as a Labor cost, the contractor/subcontractor shall utilize the worksheet titled CPFF Foreign-area within the Attachment P6/P7 and use the CPFF Foreign-Area Summary worksheet to identify the total proposed costs for CLIN 0017 in Section B. The Cost CLIN, CLIN 0022, for Foreign-Area Allowances shall be zero (\$0.00).
 - ii. If it is the contractor's/subcontractor's policy to invoice Foreign-Area Allowances as an ODC, the contractor/subcontractor shall utilize the worksheet titled "ODC" within the P6/P7 and use the total proposed costs associated only with Foreign-Area Allowances on the ODC worksheet to identify the total proposed costs for CLIN 0022 in Section B. The CPFF CLIN, CLIN 0017, for the Foreign-Area Allowances shall be zero (\$0.00).
 - iii. If the Offeror's policy differs from a subcontractors' policy, then both the CPFF Foreign-Area Allowances CLIN, CLIN 0017, and the Cost Foreign-Area Allowances CLIN, CLIN 0022, shall be utilized and proposed in conjunction with each company's policy. The contractor's/subcontractor's Attachment P6/P7 shall reflect the company's policy stated in their Price/Cost Proposal.
- h) When the Offeror elects to claim Cost of Money (COM) as an allowable cost, the Offeror shall submit a COM form and show the calculations of the proposed amount.

3.4 Total Professional Compensation Plan:

Offerors, including subcontractors, shall provide a Total Compensation Plan in accordance with FAR 52.222-46 and FAR 22.1103 for each proposed professional employee. For evaluation purposes, see Section C, paragraph 3.4.7 for the labor categories deemed to be professional. The Plan shall include, but not limited to, the following items:

- (a) The proposed direct labor rate for each professional employee proposed;
- (b) The total cost of the proposed fringe benefits package for each professional employee proposed, including:

- i. list and brief summary of the benefits that make up the fringe package (e.g. vacation time, sick leave, stock, incentive plans, family leave, life insurance, severance pay, bonus plans, health insurance, holidays, location allowance, retirement benefits); and
- ii. an itemization of the benefits that require employee contributions, and the amount of that contribution as a percentage of the cost of the particular benefit; and

(c) Data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used by the Offeror in establishing the total compensation structure.

3.5 Government Furnished Information

3.5.1 ODCs

The Offeror shall utilize the estimated amounts provided by the Government for ODCs listed in paragraph 3.5.1.1. If it is the contractor's accounting practice to apply (and invoice for) burdens with regards to ODCs, then the contractor shall propose the Government's ODC estimated 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.

The Government's estimates for ODCs for the prime and all subcontract efforts, unburdened, are listed below:

3.5.1.1 Travel/Material ODC (CLIN 0011) associated with CPFF Term (LOE) Labor and CPFF Completion Labor.

CLIN 0011	Travel	Material	Total
Year 1	\$733,421	\$1,026,789	\$1,760,210
Year 2	\$755,350	\$1,057,490	\$1,812,840
Year 3	\$777,935	\$1,089,109	\$1,867,044
Year 4	\$801,195	\$1,121,673	\$1,922,869
Year 5	\$825,151	\$1,155,212	\$1,980,363
Total	\$3,893,052	\$5,450,273	\$9,343,326

The proposed amount shall be utilized for pricing and setting a ceiling at the basic contract level in Section B for the COST ODC – Travel/Material (CLIN 0011).

3.5.2 Foreign-Area Allowances

3.5.2.1 The Offeror shall utilize the estimated amounts provided by the Government for Foreign-Area Allowances listed in paragraph 3.5.2.4.

3.5.2.2 If it is the contractor's accounting practice to apply (and invoice for) Foreign-Area Allowances as a CPFF or labor cost, then the contractor shall propose the unburdened Foreign-Area Allowances amounts plus the addition of any applicable burdens. If the contractor chooses not to burden the CPFF Foreign-Area Allowances, then the contractor shall propose an H-Clause to establish that burdens will be unallowable for CPFF Foreign-Area Allowances. The total proposed amount shall be utilized for pricing and setting a ceiling at the basic contract level in Section B for the CPFF Foreign-Area Allowances CLIN 0017.

3.5.2.3 If it is the contractor's accounting practice to apply (and invoice for) Foreign-Area Allowances as an ODC cost, then the contractor shall propose the unburdened Foreign-Area Allowances amounts plus the addition of any applicable burdens. If the contractor chooses not to burden the Cost Foreign-Area Allowances, then the contractor shall propose an H-Clause to establish that burdens will be unallowable for Cost Foreign-Area Allowances. The total proposed amount shall be utilized for pricing and setting a ceiling at the basic contract level in Section B for the COST Foreign-Area Allowances CLIN 0022. NO FEE SHALL BE APPLIED TO ODCs.

3.5.2.4 The Government's estimates for Foreign-Area Allowances for the prime and all subcontract efforts, unburdened, are listed below:

Foreign-Area Allowances (CLIN 0017 and/or CLIN 0022)

	Year I	Year II	Year III	Year IV	Year V	Total
Foreign-Area Allowance	\$440,052	\$453,210	\$466,761	\$480,717	\$495,091	\$2,335,831

3.5.3 CPFF Labor Hours

For CPFF Labor Term and CPFF Labor Completion tasking the Government's total labor hour estimate is 636,480 hours, inclusive of Overtime, during all ordering periods for the entire work effort. A work-year is defined as 1,920 hours exclusive of holidays and leave. For evaluation purposes, the contractor shall propose the labor categories/hours as outlined below in paragraphs 3.5.3.1 and 3.5.3.2.

3.5.3.1 CPFF Labor Term

For CPFF Labor Term tasking the Government's estimate is 541,440 hours inclusive of Overtime for the entire work effort. For pricing and evaluation purposes, the Offeror shall propose the labor categories/hours as outlined in paragraphs 3.5.3.1.1 and 3.5.3.1.2. The proposed amount shall be utilized for pricing and setting a ceiling at the basic contract level in Section B for the CPFF Labor Term CLIN 0001.

3.5.3.1.1 CPFF Labor Term (Government Site Hours) CLIN 0001.

Offerors shall assume that all hours associated with "Government Site" personnel will be located in the Patuxent River/St. Inigoes, MD region. Offerors shall propose labor rates in accordance with the appropriate geographic location.

Contract Labor Category	Year I	Year II	Year III	Year IV	Year V	Total
General and Operations Manager, Senior (Key), 11-1021	652.8	652.8	652.8	652.8	652.8	3,264
Software Developer, Senior (Key) 15-1252	652.8	652.8	652.8	652.8	652.8	3,264
Software Developer, Senior 15-1252	652.8	652.8	652.8	652.8	652.8	3,264
Software Developer, Junior, 15-1252	2,611.2	2,611.2	2,611.2	2,611.2	2,611.2	13,056
Computer and Information Research Scientist, Junior, 15-1221	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792
Computer and Information Research Scientist, Senior, 15-1221	1,305.6	1,305.6	1,305.6	1,305.6	1,305.6	6,528
Computer Hardware Engineer, Senior, 17-2061	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792
Computer Hardware Engineer, Senior (Overtime), 17-2061	38.4	38.4	38.4	38.4	38.4	192
Computer Network Architect, Journeyman, 15-1241	2,611.2	2,611.2	2,611.2	2,611.2	2,611.2	13,056

Contract Labor Category	Year I	Year II	Year III	Year IV	Year V	Total
Computer Network Architect, Journeyman (Overtime), 15-1241	38.4	38.4	38.4	38.4	38.4	192
Computer Network Support Specialist, Journeyman, 15-1231	2,611.2	2,611.2	2,611.2	2,611.2	2,611.2	13,056
Computer Network Support Specialist, Journeyman (Overtime), 15-1231	38.4	38.4	38.4	38.4	38.4	192
Computer Network Support Specialist, Senior, 15-1231	1,305.6	1,305.6	1,305.6	1,305.6	1,305.6	6,528
Computer Network Support Specialist, Senior (Overtime), 15-1231	38.4	38.4	38.4	38.4	38.4	192
Computer Programmer, Journeyman, 15-1251	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792
Computer Programmer, Journeyman (Overtime), 15-1251	38.4	38.4	38.4	38.4	38.4	192
Computer Programmer, Senior, 15-1251	1,305.6	1,305.6	1,305.6	1,305.6	1,305.6	6,528
Computer Programmer, Senior (Overtime), 15-1251	38.4	38.4	38.4	38.4	38.4	192
Computer Systems Analyst, Journeyman, 15-1211	2,611.2	2,611.2	2,611.2	2,611.2	2,611.2	13,056
Computer User Support Specialist, Junior, 15-1232	2,611.2	2,611.2	2,611.2	2,611.2	2,611.2	13,056
Computer User Support Specialist, Senior, 15-1232	1,305.6	1,305.6	1,305.6	1,305.6	1,305.6	6,528
Information Security Analyst, Journeyman, 15-1212	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792
Information Security Analyst, Senior, 15-1212	1,305.6	1,305.6	1,305.6	1,305.6	1,305.6	6,528
Management Analyst, Senior, 13-1111	1,305.6	1,305.6	1,305.6	1,305.6	1,305.6	6,528
Network and Computer Systems Administrators, Junior, 15-1244	2,611.2	2,611.2	2,611.2	2,611.2	2,611.2	13,056
Network and Computer Systems Administrators, Senior, 15-1244	1,305.6	1,305.6	1,305.6	1,305.6	1,305.6	6,528
Operations Research Analyst, Senior, 15-2031	1,305.6	1,305.6	1,305.6	1,305.6	1,305.6	6,528
Web Developer, Journeyman, 15-1254	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792

Contract Labor Category	Year I	Year II	Year III	Year IV	Year V	Total
Computer Based Training Specialist, SCA 15050	1,305.6	1,305.6	1,305.6	1,305.6	1,305.6	6,528
Computer Systems Analyst II, SCA 14102	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792
Computer Systems Analyst III, SCA 14103	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792
Labor Subtotal	43,315.2	43,315.2	43,315.2	43,315.2	43,315.2	216,576

3.5.3.1.2 CPFF Labor TERM (Contractor Site Hours) CLIN 0001

Offerors shall propose personnel labor rates for the “Contractor Site” hours in accordance with the appropriate geographic location in which the performance will occur.

Contract Labor Category	Year I	Year II	Year III	Year IV	Year IV	Total
General and Operations Manager, Senior (Key), 11-1021	979.2	979.2	979.2	979.2	979.2	4,896
Software Developer, Senior (Key), 15-1252	979.2	979.2	979.2	979.2	979.2	4,890
Software Developer, Senior, 15-1252	979.2	979.2	979.2	979.2	979.2	4,890
Software Developer, Junior, 15-1252	3,916.8	3,916.8	3,916.8	3,916.8	3,916.8	19,584
Computer and Information Research Scientist, Junior, 15-1221	2,937.6	2,937.6	2,937.6	2,937.6	2,937.6	14,688
Computer and Information Research Scientist, Senior, 15-1221	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792
Computer Hardware Engineer, Senior, 17-2061	2,937.6	2,937.6	2,937.6	2,937.6	2,937.6	14,688
Computer Hardware Engineer, Senior (Overtime), 17-2061	57.6	57.6	57.6	57.6	57.6	288
Computer Network Architect, Journeyman, 15-1241	3,916.8	3,916.8	3,916.8	3,916.8	3,916.8	19,584
Computer Network Architect, Journeyman (Overtime), 15-1241	57.6	57.6	57.6	57.6	57.6	288
Computer Network Support Specialist, Journeyman, 15-1231	3,916.8	3,916.8	3,916.8	3,916.8	3,916.8	19,584
Computer Network Support Specialist, Journeyman (Overtime), 15-1231	57.6	57.6	57.6	57.6	57.6	288

Contract Labor Category	Year I	Year II	Year III	Year IV	Year IV	Total
Computer Network Support Specialist, 15-1231, Senior	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792
Computer Network Support Specialist, Senior (Overtime), 15-1231	57.6	57.6	57.6	57.6	57.6	288
Computer Programmer, Journeyman, 15-1251	2,937.6	2,937.6	2,937.6	2,937.6	2,937.6	14,688
Computer Programmer, Journeyman (Overtime), 15-1251	57.6	57.6	57.6	57.6	57.6	288
Computer Programmer, Senior, 15-1251	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792
Computer Programmer, Senior (Overtime), 15-1251	57.6	57.6	57.6	57.6	57.6	288
Computer Systems Analyst, Journeyman, 15-1211	3,916.8	3,916.8	3,916.8	3,916.8	3,916.8	19,584
Computer User Support Specialist, Junior, 15-1232	3,916.8	3,916.8	3,916.8	3,916.8	3,916.8	19,584
Computer User Support Specialist, Senior, 15-1232	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792
Information Security Analyst, Journeyman, 15-1212	2,937.6	2,937.6	2,937.6	2,937.6	2,937.6	14,688
Information Security Analyst, Senior, 15-1212	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792
Management Analyst, Senior, 13-1111	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792
Network and Computer Systems Administrators, Junior, 15-1244	3,916.8	3,916.8	3,916.8	3,916.8	3,916.8	19,584
Network and Computer Systems Administrators, Senior, 15-1244	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792
Operations Research Analyst, Senior, 15-2031	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792
Web Developer, Journeyman, 15-1254	2,937.6	2,937.6	2,937.6	2,937.6	2,937.6	14,688
Computer Based Training Specialist, SCA 15050	1,958.4	1,958.4	1,958.4	1,958.4	1,958.4	9,792
Computer Systems Analyst II, SCA 14102	2,937.6	2,937.6	2,937.6	2,937.6	2,937.6	14,688
Computer Systems Analyst III, SCA 14103	2,937.6	2,937.6	2,937.6	2,937.6	2,937.6	14,688
Labor Subtotal	64,972.8	64,972.8	64,972.8	64,972.8	64,972.8	324,864

3.5.3.2 CPFF Labor Completion

The Government's estimate is 95,040 hours for CPFF Labor Completion tasking for the entire work effort. For pricing and evaluation purposes, the Offeror shall propose the labor categories/hours as outlined in paragraphs 3.5.3.2.1 and 3.5.3.2.2. The proposed amount shall be utilized for pricing and setting a ceiling at the basic contract level in Section B for the CPFF Labor Completion CLIN 0006.

3.5.3.2.1 CPFF Labor COMPLETION (Government Site Hours) CLIN 0006

Offerors shall assume that all hours associated with "Government Site" personnel will be located in the Patuxent River/St. Inigoes, MD region. Offerors shall propose labor rates in accordance with the appropriate geographic location.

Contract Labor Category	Year I	Year II	Year III	Year IV	Year IV	Total
General and Operations Manager, Senior (Key), 11-1021	115.2	115.2	115.2	115.2	115.2	576
Software Developer, Senior (Key), 15-1252	115.2	115.2	115.2	115.2	115.2	576
Software Developer, Senior, 15-1252	115.2	115.2	115.2	115.2	115.2	576
Software Developer, Junior, 15-1252	460.8	460.8	460.8	460.8	460.8	2,304
Computer and Information Research Scientist, Junior, 15-1221	345.6	345.6	345.6	345.6	345.6	1,728
Computer and Information Research Scientist, Senior, 15-1221	230.4	230.4	230.4	230.4	230.4	1,152
Computer Hardware Engineer, Senior, 17-2061	345.6	345.6	345.6	345.6	345.6	1,728
Computer Network Architect, Journeyman, 15-1241	460.8	460.8	460.8	460.8	460.8	2,304
Computer Network Support Specialist, Journeyman, 15-1231	460.8	460.8	460.8	460.8	460.8	2,304
Computer Network Support Specialist, Senior, 15-1231	230.4	230.4	230.4	230.4	230.4	1,152
Computer Programmer, Journeyman, 15-1251	345.6	345.6	345.6	345.6	345.6	1,728
Computer Programmer, Senior, 15-1251	230.4	230.4	230.4	230.4	230.4	1,152
Computer Systems Analyst, Journeyman, 15-1211	460.8	460.8	460.8	460.8	460.8	2,304
Computer User Support Specialist, Junior, 15-1232	460.8	460.8	460.8	460.8	460.8	2,304

Contract Labor Category	Year I	Year II	Year III	Year IV	Year IV	Total
Computer User Support Specialist, Senior, 15-1232	230.4	230.4	230.4	230.4	230.4	1,152
Information Security Analyst, Journeyman, 15-1212	345.6	345.6	345.6	345.6	345.6	1,728
Information Security Analyst, Senior, 15-1212	230.4	230.4	230.4	230.4	230.4	1,152
Management Analyst, Senior, 13-1111	230.4	230.4	230.4	230.4	230.4	1,152
Network and Computer Systems Administrators, Junior, 15-1244	460.8	460.8	460.8	460.8	460.8	2,304
Network and Computer Systems Administrators, Senior, 15-1244	230.4	230.4	230.4	230.4	230.4	1,152
Operations Research Analyst, Senior, 15-2031	230.4	230.4	230.4	230.4	230.4	1,152
Web Developer, Journeyman, 15-1254	345.6	345.6	345.6	345.6	345.6	1,728
Computer Based Training Specialist, SCA 15050	230.4	230.4	230.4	230.4	230.4	1,152
Computer Systems Analyst II, SCA 14102	345.6	345.6	345.6	345.6	345.6	1,728
Computer Systems Analyst III, SCA 14103	345.6	345.6	345.6	345.6	345.6	1,728
Labor Subtotal	7,603.2	7,603.2	7,603.2	7,603.2	7,603.2	38,016

3.5.3.2.2 CPFF Labor COMPLETION (Contractor Site Hours) CLIN 0006

Offerors shall propose personnel labor rates for the “Contractor Site” hours in accordance with the appropriate geographic location in which the performance will occur.

Contract Labor Category	Year I	Year II	Year III	Year IV	Year IV	Total
General and Operations Manager, Senior (Key), 11-1021	172.8	172.8	172.8	172.8	172.8	864
Software Developer, Senior (Key), 15-1252	172.8	172.8	172.8	172.8	172.8	864
Software Developer, Senior, 15-1252	172.8	172.8	172.8	172.8	172.8	864
Software Developer, Junior, 15-1252	691.2	691.2	691.2	691.2	691.2	3,456
Computer and Information Research Scientist, Junior, 15-1221	518.4	518.4	518.4	518.4	518.4	2,592

Contract Labor Category	Year I	Year II	Year III	Year IV	Year IV	Total
Computer and Information Research Scientist, Senior, 15-1221	345.6	345.6	345.6	345.6	345.6	1,728
Computer Hardware Engineer, Senior, 17-2061	518.4	518.4	518.4	518.4	518.4	2,592
Computer Network Architect, Journeyman, 15-1241	691.2	691.2	691.2	691.2	691.2	3,456
Computer Network Support Specialist, Journeyman, 15-1231	691.2	691.2	691.2	691.2	691.2	3,456
Computer Network Support Specialist, Senior, 15-1231	345.6	345.6	345.6	345.6	345.6	1,728
Computer Programmer, Journeyman, 15-1251	518.4	518.4	518.4	518.4	518.4	2,592
Computer Programmer, Senior, 15-1251	345.6	345.6	345.6	345.6	345.6	1,728
Computer Systems Analyst, Journeyman, 15-1211	691.2	691.2	691.2	691.2	691.2	3,456
Computer User Support Specialist, Junior, 15-1232	691.2	691.2	691.2	691.2	691.2	3,456
Computer User Support Specialist, Senior, 15-1232	345.6	345.6	345.6	345.6	345.6	1,728
Information Security Analyst, Journeyman, 15-1212	518.4	518.4	518.4	518.4	518.4	2,592
Information Security Analyst, Senior, 15-1212	345.6	345.6	345.6	345.6	345.6	1,728
Management Analyst, Senior, 13-1111	345.6	345.6	345.6	345.6	345.6	1,728
Network and Computer Systems Administrators, Junior, 15-1244	691.2	691.2	691.2	691.2	691.2	3,456
Network and Computer Systems Administrators, Senior, 15-1244	345.6	345.6	345.6	345.6	345.6	1,728
Operations Research Analyst, Senior, 15-2031	345.6	345.6	345.6	345.6	345.6	1,728
Web Developer, Journeyman, 15-1254	518.4	518.4	518.4	518.4	518.4	2,592
Computer Based Training Specialist, SCA 15050	345.6	345.6	345.6	345.6	345.6	1,728
Computer Systems Analyst II, SCA 14102	518.4	518.4	518.4	518.4	518.4	2,592

Contract Labor Category	Year I	Year II	Year III	Year IV	Year IV	Total
Computer Systems Analyst III, SCA 14103	518.4	518.4	518.4	518.4	518.4	2,592
Labor Subtotal	11,404.8	11,404.8	11,404.8	11,404.8	11,404.8	57,024

3.5.4 Incumbent Information

There is no Incumbent for this effort.

3.6 Small Business (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 as Annex 3. The Subcontracting Plan of the successful Offeror(s) will be reviewed and approved by the PCO prior to contract award. The Small Business Participation Goal is no less than 22% of the total subcontract value, inclusive of options and includes the following minimum goals: SDB 5%, WOSB 5%, SDVOSB 3%, and HUB Zone 3%. 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.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-17	Ownership or Control of Offeror	JUL 2016
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
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
52.237-10	Identification of Uncompensated Overtime	MAR 2015
252.215-7008	Only One Offer	JUL 2019
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Single Award IDIQ contract resulting from this solicitation.

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

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 _

If other than USPS:

Thomas E. Stann, AIR 2.5.1.3
47060 Liljencrantz Road (Bldg 433)
Patuxent River, MD 20670

Or if via USPS:

Department of the Navy
Aircraft Support Contracts Division
Attn: Thomas E. Stann, AIR 2.5.1.3
21983 Bundy Road, Bldg 3272
Patuxent River, MD 20670

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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

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

<https://www.acquisition.gov/far/> or <http://www.farsite.hill.af.mil/>.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

5252.209-9513 ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS (SERVICES) (NAVAIR)(JUN 1993)

(a) In accordance with FAR 9.507-1, the potential conflict of interest for this solicitation in the Contracting Officer's judgment would involve any prime contractor, subcontractor, co-sponsor, parties to a joint venture, consultant or other legal entity (1) who because of activities or relationships is unable to render impartial assistance or advice to the Government, or (2) whose objectivity in performing the contemplated contract work is or might otherwise be impaired, or (3) who has an unfair competitive advantage in regards to [Insert description of weapons system involved and contractor activities that are suspect, i.e., drafting specifications, planning requirements etc.].

(b) This solicitation contains special provision clause in Section H entitled, "Organizational Conflicts of Interest", which is to appear in the awarded contract.

(c) If the offeror has checked Block one of the NAVAIR 5252.209-9511, "Conflicts of Interest Representation" in Section K, indicating a potential conflict exists, the offeror shall in accordance with the 5252.209-9510, "Organizational Conflict of Interest" clause in Section H, disclose any and all information necessary to ascertain whether an organizational conflict of interest does exist, and if so, whether a waiver should be requested.

(d) The offeror shall take all reasonable steps to obtain documentation of organizational conflicts of interest, and shall cooperate fully with the Government in resolving such issues expeditiously.

(e) Along with responses to this solicitation, offerors must either (1) submit the following information concerning any existing or planned contracts with, or interests in, the suppliers and/or equipment identified in Attachment [Insert attachment number]; or (2) state that to the best of the offeror's knowledge no such interest or contract exists:

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

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

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

(f) Documentation referred to above may be submitted in advance of proposal submission but must be submitted no later than the closing date for receipt of offers.

(g) Disclosure of Potential Conflict of Interest by Offerors.

(1) The offeror agrees to disclose, in writing and prior to the closing date for receipt of offers, any relevant facts pertaining to work previously performed or presently being performed by the offeror under private and Government contracts wherein the subject matter includes systems, components, technology, or services identical or similar to that encompassed by the proposed contract and which might give rise to the appearance of an organizational conflict of interest. Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed.

(2) If any of the contracts identified pursuant to subparagraph (g)(1) contain an Organizational Conflict of Interest Provision, the offeror may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

(3) Any documentation submitted pursuant to this subparagraph shall identify this procurement by IFB/RFP or other appropriate number as a reference and shall be forwarded to:

Department of the Navy
Aircraft Support Contracts Division
21983 Bundy Road, Bldg 441
Patuxent River, MD 20670

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)

Attn: Jeffrey J. Guarnero, Code 2.5.1

21983 Bundy Road, Bldg 441

Patuxent River, MD 20670

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer's protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal.

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

M-1 EVALUATION FACTORS FOR AWARD (SERVICES) (SEP 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

2.1 In accordance with FAR 52.215-1, the Government intends to evaluate and award a contract without discussions with offerors (except minor clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price or cost and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. All proposals will be evaluated for compliance with the terms, conditions, and requirements set forth in the solicitation. Failure to address each of the areas identified in Section L Part B Specific Information in the proposal may impact the resulting evaluation ratings and risk assessment.

2.2 For the Technical factor and each subfactor, 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 Good or Outstanding. 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 subfactor with an “Unacceptable” Technical/Risk Rating will result in the entire proposal being found Unacceptable and the Offeror's proposal may be eliminated from the competition.

2.3 Under Past Performance, the Government will evaluate recent, relevant 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 recent, 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 shall be evaluated using the factors and any subfactors listed below.

Factors:

a. TECHNICAL

Subfactors:

- 1) Understanding of the Work
- 2) Workforce

b. PAST PERFORMANCE

c. PRICE/COST

Factors are listed in descending order of importance. The Technical subfactors are also listed in descending order of importance. Elements of the Technical subfactors are of equal importance.

Technical and Past Performance factors, when combined, are significantly more important than Price/Cost.

Technical is more important than Past Performance. Past Performance is more important than Price/Cost.

Price/Cost is not the most important evaluation factor, but its degree of importance will increase commensurably with the degree of equality among different Offeror's Technical and Past Performance proposals.

PART B: SPECIFIC INFORMATION

1.0 TECHNICAL

The Government will evaluate the Offeror's proposal to determine the Offeror's understanding of, approach to, and ability to meet the solicitation requirements. The Government will assess the Offeror's Technical proposal with respect to its compliance with the solicitation requirements and the risk associated with the Offeror's approach. The evaluation will also include an assessment of the following:

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.

a. Statement of Work (SOW)/Performance Work Statement (PWS) Approach: The Government will assess the degree of the Offeror's understanding of the work requirements and assess the Offeror's capability to meet contract requirements based upon the Offeror's response to the instructions provided in Section L.

b. 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 qualifications 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, Experience, and Security Clearance levels may be considered a strength if the Government determines that the proposed qualification(s) is/are advantageous to the Government during contract performance.

1.3 Small Business Utilization Strategy

The Offeror's strategy for utilizing Small Business, Small Disadvantaged Business, Women Owned Small Business, HUBZone Small Business, Veteran Owned Small Business, and Service-Disabled Veteran-Owned Small Business concerns will be evaluated to ensure compliance with any minimum required Small Business goals as identified in

Section L, as well as its consistency with the proposed Small Business Subcontracting Plan (if applicable) will be evaluated.

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 reference. A past performance reference will be considered recent if the contract/order has been performed within five (5) 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 assess how relevant the past performance being evaluated is to the requirements of this solicitation. When evaluating relevancy, which includes the similarity of scope, complexity, and magnitude of the past performance to the current solicitation, the Government will focus on performance similar to the SOW/PWS paragraphs and their respective subparagraphs listed below (in order of importance):

- 1) 3.3.1
- 2) 3.3.4

The third aspect of the past performance evaluation is to establish 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, i.e., program management
- 5) regulatory compliance
- 6) the demonstrated systemic improvement actions taken to resolve past problems
- 7) small business utilization

A separate quality rating will not be assigned for each past performance referenced contract submitted, rather the past performance confidence assessment rating is based on the Offeror's overall record of recency, relevancy, and quality of performance.

3.0 PRICE/COST

3.1 Cost Reimbursement CLINs (CPFF Labor Term, CPFF Labor Completion, Foreign-Area Allowances, Other Direct Costs (ODCs)):

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 geographic 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.

3.2 Total Professional Employee Compensation Plan:

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

3.3 Overall Summary Level for all CLINs

Normally, competition establishes price reasonableness. It is expected that the award decision will include a determination that there is adequate price competition and that the proposed prices are reasonable. In limited situations, additional analysis will be required by the Government to determine reasonableness. If, after receipt of a proposal, the PCO determines that adequate price competition does not exist and a determination is made that none of the exceptions in FAR 15.403-1(b) apply, the Offeror may be requested to provide certified cost or pricing data in accordance with FAR 15.403-4.

Prospective Offerors are forewarned that if there are discrepancies between Section B, Attachments (P6) and (P7), and Volume 3 Price/Cost Narrative, Section B prevails.

3.4 Evaluation of Options

Clause 52.217-8, Option to Extend Services, is incorporated in the solicitation to be utilized at the task order level. Total evaluated cost/price will also include the six (6) 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 (6) month period will be calculated by dividing the final ordering period by the number of months of performance to establish a monthly amount. The monthly amount will then be multiplied by six (6) to establish the estimated cost for the six (6) month option to extend services.

3.5 Small Business (SB) Subcontracting Plan

The Government will evaluate the Large Business Offeror's Small Business Subcontracting Plan in accordance with FAR 19.7 and DFARS 219.7; additionally, the Small Business Subcontracting Plan will be evaluated to confirm compliance with any minimum required Small Business goals as identified in Section L, as well as its consistency with the proposed Small Business Utilization Strategy.

3.6 Total Evaluated Price

The total evaluated price is the sum of all CLINs MPC plus the MPC of the six-month Option to Extend (52.217-8).

PART C: EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS

1.0 TECHNICAL EVALUATION RATINGS

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 Technical Factor and Subfactor, as required. The Government will utilize a combined technical/risk rating for this effort.

Combined Technical/Risk Ratings: The combined technical/risk assignments are provided in Table 1 below:

Table 1	COMBINED TECHNICAL/RISK RATING
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.

Risk Ratings: The Risk Rating descriptions are provided in Table 2 below:

Table 2	Risk Rating Descriptions
Rating	Definition
Low	Proposal may contain weakness(es) which have 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	Proposal contains a 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	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	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

2.0 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.

Past Performance Relevancy Rating descriptions are provided in Table 3 below:

Table 3	Past Performance Relevancy Rating
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.

3.0 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.

Performance Confidence Assessment Rating descriptions are provided in Table 4 below.

Table 4	Performance Confidence Assessment Rating
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.
Unknown Confidence (Neutral)	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. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
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.

4.0 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. (FAR 15.001)

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.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990