

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING UNRATED		PAGE 1 OF 143 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. N00421-16-R-0072		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 08 Nov 2017		6. REQUISITION/PURCHASE NO. 1300550641			
7. ISSUED BY NAVAL AIR WARFARE CENTER AD-PAX 2.5.1.2 - BLDG 433 47060 LILJENCRA NTZ RD PATUXENT RIVER MD 20670 CODE N00421 TEL: 301-342-2186 FAX:				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>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>47060 Liljencrantz Rd Bldg 433</u> until <u>02:00 PM</u> local time <u>20 Dec 2017</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 CHARLES R. FIELDS		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-757-4544			C. E-MAIL ADDRESS charles.r.fields2@navy.mil				
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES						
X	A	SOLICITATION/ CONTRACT FORM		1 - 13	X	I	CONTRACT CLAUSES		75 - 98		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		14 - 21	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS						
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		22 - 48	X	J	LIST OF ATTACHMENTS		99		
X	D	PACKAGING AND MARKING		49 - 50	PART IV - REPRESENTATIONS AND INSTRUCTIONS						
X	E	INSPECTION AND ACCEPTANCE		51 - 53	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		100 - 118		
X	F	DELIVERIES OR PERFORMANCE		54 - 57							
X	G	CONTRACT ADMINISTRATION DATA		58 - 61	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		119 - 136		
X	H	SPECIAL CONTRACT REQUIREMENTS		62 - 74	X	M	EVALUATION FACTORS FOR AWARD		137 - 143		
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 (4 copies unless otherwise specified)		ITEM			
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 POINT OF CONTACT

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GENERAL INFORMATIONNotes

The NAICS code for this effort is 541330 – Engineering Services with a size standard of \$38.5M.

1. Both completion and term task orders will be issued under this single award Indefinite Delivery Indefinite Quantity (IDIQ) contract. NAVAIR clause 5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR) (DEC 2012) will be included in applicable task orders.
2. This solicitation is, and the resulting contract will be, subject to the Service Contract Act (SCA) of 1965, as amended, and to FAR clause 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014), contained in Section I of this solicitation. The cost/price proposal shall demonstrate compliance with the minimum monetary wages and fringe benefits for service employees as specified in the Wage Determinations (provided as an attachment in Section J of this solicitation). The following Wage Determinations may be applicable for this effort:
 - a. WD 15-4279 (Rev.-3) revised 7/25/2017 for St. Mary's County, Maryland
 - b. WD 15-4341 (Rev.-6) revised 7/25/2017 for Chesapeake County, Virginia
 - c. WD 15-4377 (Rev.-3) revised 7/25/2017 for Cumberland County, North Carolina
 - d. WD 15-5635 (Rev.-6) revised 8/3/2017 for San Diego County, California
 - e. WD 15-4531 (Rev.-4) revised 7/25/2017 for Okaloosa County, Florida
 - f. WD 15-5229 (Rev.-3) revised 8/3/2017 for El Paso County, Texas
 - g. WD 15-5539 (Rev.-5) revised 8/3/2017 for Pierce County, Washington
 - h. WD 15-4543 (Rev.-5) revised 7/25/2017 for Miami-Dade County, Florida
3. FAR clause 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014) requires successor contractors to give the right of first refusal to all qualified service employees (within the meaning of SCA) that were performing in the proposed positions under the predecessor contract. The Offeror's proposal shall demonstrate compliance with FAR 22.12 and 52.222-17. If the offeror is proposing the incumbent workforce based on FAR 52.222-17 for SCA labor categories, the proposed employee should be identified as:
 - a. Current – if the Offeror is the incumbent contractor
 - b. Contingent – if the Offeror has a letter of intent in place with the employee
 - c. Prospective – if the Offeror does not know the identity of the incumbent employee
4. The Product Service Code (PSC) for this procurement is J058 – Installation of Equipment – Communication, Detection, and Coherent Radiation Equipment.
5. This contract will have a five (5)-year ordering period.
6. The contractor will be required to have TOP SECRET facility clearance and TOP SECRET and/or SECRET clearance for personnel identified in Section C Performance Work Statement (PWS)/Statement of Work (SOW) paragraph 12.6 within sixty (60) days of contract award. Interim clearances are acceptable. The contractor will not be permitted access to classified information until a final DD254 is incorporated as an attachment to the contract award.

AMENDMENTS**AMENDMENT 0001 Changes:**

The changes are noted within the Questions & Answers below.

QUESTIONS & ANSWERS (AS OF 13 NOVEMBER 2017):

1. **Question:** Can you provide a date as to when the Attachment P8 titled "Labor Categories/Hours by Location" will be released?

Answer: The missing attachment, P8, has been posted on FBO today, 13 November 2017, along with this amendment.

2. **Question:** The attachment P3 is marked "Reserved"- will the Government be releasing this document?

Answer: Attachments are templated and may or may not be applicable to a particular contract. Attachments P1-P3 are not applicable to this solicitation, and are therefore "Reserved."

AMENDMENT 0002 Changes:

The changes are noted within the Questions & Answers below.

QUESTIONS & ANSWERS (AS OF 15 NOVEMBER 2017):

3. **Question:** The number of FTEs identified for each FTU and on-site location in Attachment P8 does not match the number of FTEs included for each FTU and on-site location in Sections C.6.1.1.1 and C.6.1.1.2 of Amendment 0001 on pages 18 and 19. Would the Government please issue an amendment to clarify the number of FTEs to be provided per FTU and on-site location at the earliest opportunity so that delays in offeror proposal development can be avoided?

Answer: The number of FTEs in Sections C.6.1.1.1 and C.6.1.1.2, mentioned above, have been removed. For proposal purposes, please use the number of FTEs identified in Attachment P8.

AMENDMENT 0003 Changes:

The questions previously provided in Amendment 0003 have been answered and moved to Amendment 0004.

AMENDMENT 0004 Changes:

The changes are noted within the Questions & Answers below.

QUESTIONS & ANSWERS (AS OF 29 NOVEMBER 2017):

4. **Question:** Section M states a tripwire of \$300K annually, but Attachment P7 contains fully burdened functional labor rates on an hourly basis that are below \$156 per hour. Will the Government clarify which trip wire(s) is applicable to this solicitation?

Answer: The applicable tripwire is \$300k annually, as shown in Section M. Section J, Attachment P7 has been updated.

5. **Question:** In rows 20-26 of attachment P8, the labor categories listed are Engineering Technician, Engineering Technician I, and Engineering Technician II. However, in Section C of the solicitation, the labor qualifications lists Engineering Technicians I, II, and III. Should the P8 labor categories match the labor categories listed in Section C?

Answer: The labor categories should match and should be Engineering Technician I, II, and III. Section J, Attachment P8 has been updated.

6. **Question:** Can the Government confirm that on row 76 of attachment P8, the Government intends to have 3 Manager/Operations Manager Senior by year 5 of the contract?

Answer: The Government does not intend to have 3 Manager/Operations Manager, Senior by year 5. There will only be 1 Manager/Operations Manager, Senior in each option year. Section J, Attachment P8 has been updated.

7. **Question:** Can the Government confirm that on row 78 of attachment P8, the Government intends to have 1 Manager/Operations Manager Senior throughout the life of the contract?

Answer: The Government intends to have 1 Manager/Operations Manager (Journeyman), at the California, MD location, throughout the life of the contract.

8. **Question:** For NAVAIR clause 5252.209-9510 Organizational Conflicts of Interest (Services), paragraph (e), will the Government confirm that the checked paragraphs (#'s 1-6) are the applicable OCI provisions to this solicitation and the basis for the list provided in Attachment 09 of the solicitation?

Answer: The Government confirms that the checked paragraphs (#'s 1-6) are applicable OCI provisions to this solicitation and the basis for the list provided in Attachment 09 (OCI List) of the solicitation.

9. **Question:** In addition, the clause does not appear to include Advisory and Assistance Services (AAS) as a relevant conflict of interest within this solicitation. While it is understood that not all AAS activities create conflicts of interest, would the Government be willing to consider those AAS services which provide exposure to proprietary financial data (inclusive of labor rates) for competitors within the industry a relevant conflict of interest based on potential competitive advantage?

Answer: This question will be answered in a forthcoming amendment.

10. **Question:** In reviewing the solicitation, there does not appear to be any Payment Guidance Instruction (PGI) clauses incorporated. Given the importance of these clauses and their instructions to DFAS on how to disburse the funds on the awarded contract, will the Government provide PGI clause(s) it intends to incorporate into the awarded contract?

Answer: RFP Section G has been updated to include PGI 204.7108(d)0012 other Clause.

11. **Question:** Section L, Part B, paragraph 1.3.3.1 states that "All goals shall be presented in both dollars and percentages in relation to the total contract value." Given the direction outlined at the beginning of Section L, Part B that states "Cost or pricing information shall only appear in the Price/Cost volume," does the Government want the goals presented in dollars within Volume 1?

Answer: RFP Section L, Part A, Paragraph 3.0 and Section L, Part B, Paragraph 1.3.3.1 has been updated to reflect the submission of the Small Business Utilization Strategy as Annex 3. The instructions in the beginning of Section L, Part B have also been updated for clarification purposes.

12. **Question:** Section L, Part B, paragraph 3.5.2 states “For proposal purposes, when Danger Pay has been identified in Attachment P8, the Offeror shall base Danger Pay on a travel location in Kuwait.” Since the Department of State and Department of Defense do not have the same pay differentials for Kuwait, will the Government clarify which department should be used for pricing purposes?

Answer: For pricing purposes, Offerors shall use the Department of Defense (DoD) allowances.

13. **Question:** Attachment P8 identifies SCA positions and includes hours for straight time, overtime and danger pay. These positions are identified to be located at CONUS locations. With the inclusion of danger pay, specified to be Kuwait, it implies these positions are not CONUS positions but actually OCONUS positions working extended hours. Will the Government please confirm where these SCA positions will actually be performing their duties if extended work weeks are what the Government is requesting? Please elaborate on how the government expects these positions to be performed.

Answer: The labor categories that have Overtime and Danger Pay immediately after the base labor category are expected to be OCONUS. Section J, Attachment P8 has been updated accordingly.

14. **Question:** Given the width of Attachment P6 Cost Summary Format and required 1 inch margins, would the government consider increasing the page size for the Cost Summary Format to 11 x 17 inch paper with 1 inch margins?

Answer: RFP Section L, Part A, Paragraph 2.0 states that, pages are not to exceed 11 x 17 inch. Therefore 11 x 17 inch paper with 1 inch margins is acceptable.

15. **Question:** The Attachment P6 Cost Summary Format includes a pass-through analysis table at the bottom of each tab. This states “When analyzing pass through costs, the Government will consider prime offeror fee on subcontractor price as an element of pass through as explained in the Section H Savings Clause of the MACs. In Section B, however, prime offeror fee on subcontractor price is a fee element rather than a cost element. Prime offeror fee on subcontractor price should be included in the fee column (rather than the cost column) of Section B.” There is no Savings Clause in Section H and there is no MAC associated with this solicitation. Will the government remove the pass-through section of the Attachment P6?

Answer: Section J, Attachment P6 has been updated.

16. **Question:** The Attachment P6 Cost Summary Format has embedded algorithms related to Seaport proposals that limit fee percentage. Can these be removed since this is not a Seaport bid and considering the solicitation is only subject to the limitation set in FAR 15-404-4(c)(4)(i)?

Answer: Section J, Attachment P6 has been updated.

17. **Question:** Attachment P6 Cost Summary Format contains columns for a Base Period plus 5 Option Periods which is effectively six periods when there are only five periods (or years) identified in Attachment P8. Is the offeror permitted to remove the extra period as long as care is taken to ensure integrity of formulas?

Answer: RFP Section J, Attachment P6 has been updated to reflect the ordering period for this effort.

18. **Question:** Attachment P7 Fully Burdened Labor Rates references NAVAIR Clause 5252.232-9529 (Incurred Cost Reporting and Progress Reporting for Services) which is not incorporated into the solicitation. Will the government remove this reference?

Answer: RFP Section J, Attachment P7 has been updated to remove the reference to NAVAIR Clause 5252.232-9529 (Incurred Cost Reporting and Progress Reporting for Services).

19. **Question:** The instructions in Attachment P7 Fully Burdened Labor Rates contains a column for Proposed Labor Category (column B) and another for Functional Area Labor Category (column D). Given there is

not a separate set of functional names furnished by the government for the labor categories to be proposed, will the government confirm the offeror is to provide the same labor category title in columns B and D?

Answer: RFP Section J, Attachment P7 has been updated to remove the Functional Area Labor Category column.

20. **Question:** Instructions in cell C10 for columns J-N of Attachment P7 references a tab titled “Functional Labor Hrly Tripwire,” but it is absent from the workbook. Will the government provide this tab?

Answer: Section J, Attachment P7 “Instructions” has been updated.

21. **Question:** Within Attachment P8 Labor Categories Hours by Location, would the government identify which FTEs will be government site and which will be contractor site?

Answer: For pricing purposes, the hours identified for the following locations will be government site: Webster Field, MD; Fort Walton Beach, FL; Homestead, FL; Fort Carson, CO; Fort Campbell, KY; Fort Lewis, WA; and Germany. All other locations will be contractor site.

22. **Question:** Attachment P8, rows 20 and 21, reference a non-leveled Engineering Technician labor category which is not defined in Section C. Would the government update Attachment P8 with the desired level of Engineering Technician?

Answer: Engineering Technician is equivalent to Engineering Technician I. Section J, Attachment P8 has been updated to define the desired level of Engineering Technician.

23. **Question:** The RFP issued on 8 Nov 2017 contained in Section 6.1 “Special Facilities – Field Technical Units” with a sub-section 6.1.1.1 containing “possible FTU sites.” The table included Government FTU location of NAS Patuxent River, Webster Field Annex St. Inigoes, MD and a Contractor FTU at the same site. It was presumed that the Contractor FTU location was to be interpreted as “within St. Inigoes area.” RFP Amendment 2 deletes FTU table, and refers offerors to the Attachment P8. The Attachment P8 reflects California, MD site and Webster Field, MD site. While there are no designations for Government FTU and Contractor FTU in the P8, it is assumed California, MD site is the Contractor FTU.

Is the designation of California, MD as the Contractor FTU site as a firm requirement, or is this a general location that includes other localities such as Lexington Park, MD or Great Mills, MD?

Answer: The designation of California, MD as the Contractor FTU site is a general location and may include other localities such as Lexington Park, MD and Great Mills, MD.

24. **Question:** The RFP issued on 8 Nov 2017 contained Section 6.1 “Special Facilities-Field Technical Units: with a subsection 6.1.1.2 containing “locations where contractor may provide on-site support” and included Camp Lejeune, NC. RFP Amendment2 deleted the 6.1.1.2 table, and refers offerors to Attachment P8. Attachment P8 does not include Camp Lejeune, NC; however, it is understood that current SCMS LCS support includes Camp Lejeune. Will the Government confirm that Camp Lejeune is not identified as a location where the contractor may provide on-site support?

Answer: There is a requirement anticipated at Camp Lejeune, NC. Section J, Attachment P8 has been updated to include this location.

25. **Question:** The Government requires compliance with 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS and for offerors to address this requirement in the proposal.

Please advise if this requirement should be addressed in Volume III, Price/Cost.

Additionally, will the Government provide the list of names of all service employees working under this contract and its subcontracts?

How will the Government evaluate compliance with this clause in proposal?

Answer: The question will be answered in a forthcoming amendment.

26. **Question:** Both Section A and Attachment 03 include WD Schedule 2015-4539 for Duval County, FL. Duval County is not identified as a possible work location in Section C or Attachment P8. Will the government remove references to the Duval County WD in Section A and Attachment 03?

Answer: References to the Duval County WD in Section A and Section J, Attachment 03 have been removed and Miami-Dade County WD has been added.

27. **Question:** Clause 5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR) (DEC 2012) provides overall LOE.

Should offerors propose LOE defined in the RFP or can offerors deviate?

Answer: As required in Section L, Part B, paragraph 3.5.2, Offerors shall propose the labor categories and hours in Attachment P8. The overall total hours for this effort is 1,012,800 hours as defined in Section B, Clause 5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR) (DEC 2012).

28. **Question:** The Composite Fully Burdened Rates table headers indicate Years 1 through 5 each as spanning a five year range. Will the government update the table to clarify periods for Years 1 through 5 for estimating purposes?

Answer: The Section B Composite Fully Burdened Rates table has been updated to clarify periods for Years 1 through 5.

29. **Question:** 5.2.1 states “Support the Government in the procurement of equipment and material. Support the Government in researching, analyzing, and providing recommendations via market research per Federal Acquisition Regulation (FAR) Part 10 to determine sources capable of satisfying the Government’s requirements.” Please advise if contractors are providing input for the source justifications or if contractors are writing source justifications?

Answer: The Contractor will be providing input for the source justifications, not writing source justifications. Contractors shall collate objective data on capabilities, cost, performance, interoperability, etc. and provide to the government who will make purchasing decisions and develop purchasing strategy.

30. **Question:** Page 17 states that five FTUs are to be provided by the contractor. Would a facility provided by a subcontractor meet this requirement?

Answer: Yes, a facility provided by a subcontractor would meet this requirement.

31. **Question:** Afghanistan is listed as a potential location whether the contractor may need to travel. If contractors will be required to deploy to hazardous locations, will the government provide a separate ODC CLIN for uplifts, travel and other life support required?

Answer: The premiums and additional costs associated with overseas travel will not be on a separate CLIN.

32. **Question:** This paragraph states “...the contractor shall provide all government site employees’ desk top computers to conduct daily work...” Historically, many DoD contracts that require contractors at Government sites to have access to Government IT systems designate the cost of the computer

lease/purchase to be cost-reimbursable to the contract and provide for the contractor to procure the assets from the same vendor source as the government for standardization and cost efficiencies. Will the Government identify the cost of the required desktop computers as a cost reimbursable ODC?

Answer: This question will be answered in a forthcoming amendment.

33. **Question:** Sections C.12.1 and C.12.5 both show the labor category “Computer and Information Research Scientist Junior” mapped to SOC code 15-1221 but that code does not correspond with an existing BLS SOC Code. Would the government please provide updated mapping?

Answer: The correct SOC code for this labor category is 15-1111. RFP Section C, paragraphs 12.1 and 12.5 have been updated accordingly.

34. **Question:** Sections C.12.1 and C.12.5 both show the labor category “Computer Systems Analyst” mapped to SOC code 15-1211 but that code does not correspond with an existing BLS SOC Code. Would the government please provide updated mapping?

Answer: The correct SOC code for this labor category is 15-1121. RFP Section C, paragraphs 12.1 and 12.5 have been updated accordingly.

35. **Question:** Key Personnel table identifies a quantity of 1 in the Total FTEs column for the Manager/Operation Manager labor category. Attachment P8, Location: California, MD, identifies 1 FTE in Year 1, increasing by .5 FTE each successive year to total 3 FTEs in Year 5. Will the Government revise Sect 12.2 or the Attachment P8 to resolve the conflicting information?

Answer: Section J, Attachment P8 has been updated to resolve the conflicting information.

36. **Question:** 5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (NAVAIR)(MAR 2007) – there are blanks in this clause. Will the Government please complete?

Answer: RFP Section H, 5252.209-9510 clause has been updated to insert the period of prohibition in paragraph (e)(1),(2), and (3).

37. **Question:** If an offeror is submitting a Comprehensive Subcontracting Plan please add DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program).

Answer: Section I has been updated to include DFARS clause 252.219-7004 Small Business Subcontracting Plan (Test Program).

38. **Question:** FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper MAY 2011 - This clause is incorporated by reference in RFP Section I. Section L.2 Proposal Format does not mention requirements for recycled paper and double-sided printing. Please confirm that FAR 52.204-4 applies and that offerors shall submit the printed, hardcopy proposal in double-sided format on recycled paper, and also update/revise Section L.2.0 to reflect the requirement.

Answer: FAR Clause 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper is required in all solicitations and contracts exceeding the simplified acquisition threshold. This clause requires the submission of paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

39. **Question:** The solicitation includes the following attachments (also listed in Section J).

Attachment 6 SB Subcontracting Plan
Attachment 07 List of Key Personnel

Attachment 08 List of Approved Subcontractors
Attachment 09 OCI List

Please confirm that the attachments listed above are place holders for use once the contract is awarded and that there is no requirement to include with the proposal submission.

Answer: With the exception of Attachment 09 OCI List, the attachments listed above are place holders for use once the contract is awarded. There is no requirement to include with the proposal submission.

40. **Question:** 1.3.3 Small Business Utilization Strategy. 1.3.3.1 Small Business Utilization Strategy. The RFP states "...All goals shall be presented in both dollars and percentages in relation to total contract value..." Since cost-related information is normally not included within a Technical Proposal, please confirm that offerors are to include this cost information in Volume 2 Technical. If not in Volume 2, please provide instructions on where to include the information.

Answer: Cost or pricing information shall only appear in Volume 3, and annexes 2 & 3, per Section L, Part B instructions.

41. **Question:** 1.3.3.2 Small Business Subcontracting Plan. The RFP states "The Large Business Offeror shall provide its SB Subcontracting Plan conforming to the requirements of FAR 19.7 and DFARS 219.7 as Annex 2, unless there is an already approved comprehensive SB Plan." Would the Government clarify if a large business offeror which has an already approved comprehensive Small Business Subcontracting Plan should submit its plan as Annex 2 or if a large business offeror with an already approved comprehensive Plan should include a statement in the proposal that it has an approved Plan and not submit its approved Plan in Annex 2.

Answer: A large business offeror with an already approved comprehensive Small Business Subcontracting Plan should still submit their plan as Annex 2.

42. **Question:** Section L 2.0 Proposal Format indicates the electronic copy of proposal files should be compatible with MS 2010 or the latest Adobe Acrobat reader on CD-ROM. RFP Attachment P4, Past Performance Information Form is an Adobe Form. Please clarify, in Section L, if the offeror's Attachment P4 response should be submitted in Word or PDF format. If in PDF format, please confirm that the P4 submission is excluded from the requirement for 1 inch margins and 12 point Times New Roman font. If PDF format, does the government want the Form(s) combined into a single PDF file, or submitted as individual PFD files for each reference?

When printed, the P4 form fields truncate the information entered. Can the government provide a P4 form with expandable text fields so that the entire response prints?

3.0 Proposal Content and Volumes lists the Volume 2 page limit as 10 pages.

Please confirm that each completed P4 can exceed 2 pages (not to exceed 10 pages for the entire response).

Request that the Volume 2 Past Performance page limit be modified to include 1 page so that offeror's have space to address other Past Performance requirements – the subcontractor letter(s) of commitment and RFP Attachment P5.

Answer: The offeror's Attachment P4 response should be submitted in Word or PDF format. If in PDF format, the requirement for 1 inch margins and font comparable to 12 point Times New Roman are applicable. Additionally if using PDF format, a single PDF file is preferred however is not required.

Offerors may choose one of two options: They may either fill in the information in the applicable field of Attachment P4 - Past Performance Information Form, if the response is concise enough to fit within the limitations of the form. Or, Offerors may designate within the field "See Continuation Page" and then

submit a second PDF or MS Word document up to one page in length for a total of 3 pages for an Offeror's Past Performance reference submission. Section L, Part A, paragraph 3.0 table has been updated accordingly.

43. **Question:** Page 121 states that subcontractors and team members may provide information regarding their indirect rates separately or included in the offeror's submission. Would the government consider revising this requirement to only apply to subcontractors with cost type subcontracts?

Answer: This question will be answered in a forthcoming amendment.

44. **Question:** The government has stated, "If the Offeror's proposed employees are under a collective bargaining agreement, the Offeror shall provide a copy of the agreement."

Would the government please clarify the existence of or anticipation of collective bargaining agreements associated with the award of this contract or any previously awarded contract associated with this solicitation?

If work performed under the contract includes employees covered under a collective bargaining agreement please provide the collective bargaining agreement.

Answer: Currently, the contract does not include employees covered by a Collective Bargaining Agreement (CBA). If an Offeror proposes employees under a CBA, then the Offeror shall provide a copy of the CBA as required by Section L, Part B, paragraph 3.3.

45. **Question:** Section L Part B paragraph 3.5.2 Labor Hours states "The Government estimate is 1,012,800 hours for the entire work effort, inclusive of options," which through the Option to Extend Services and Option to Extend the Term of Contracts clauses in Section I, could potentially include up to a 6 month extension. The total hours in Attachment P8 is also 1,012,800, but only accounts for Years 1 – 5 and does not appear to include hours for a possible contract extension. Will the government revise the language in Section L?

Answer: 52.217-8 and 52.217-9 are applicable at the task order level. The total LOE for all task orders, including any option exercise, will not be greater than the LOE estimate provided.

46. **Question:** Section L directs the offeror to base Danger Pay in Attachment 8 on a travel location in Kuwait. The Department of State website does not list Kuwait as an eligible location for danger pay. Would the government please clarify what offerors shall use as a basis of estimate for Danger Pay?

Answer: For the basis of estimate for Danger Pay Offerors shall use the Afghanistan location in lieu of Kuwait. Section L, Part B, paragraph 3.5.2 has been updated.

47. **Question:** Page 112 states that one container shall include "all Original Proposal volumes including the original/signed documents submitted as part of Volume 3 Cost/Price." Does the government require signed original signature pages?

Answer: The Government requires signed original signature pages.

48. **Question:** When information is entered into Attachment P4 form field "Contract Effort Description" or "Demonstrated Systemic Improvement Information" that information overwrites information entered into field "Task/Delivery Order" when the form is saved. Several form fields truncate information (i.e. Offeror Name, Location of Work). Can the government provide a corrected version of the Attachment P4?

Answer: Offerors may choose one of two options: They may either fill in the information in the applicable field of Attachment P4 - Past Performance Information Form, if the response is concise enough to fit within the limitations of the form. Or, Offerors may designate within the field "See Continuation Page" and then

submit a second PDF or MS Word document up to one page in length for a total of 3 pages for an Offeror's Past Performance reference submission. Section L, Part A, paragraph 3.0 table has been updated accordingly.

49. **Question:** Page 123 states that “Offerors are reminded that in accordance with FAR clause 52.222-43, proposals shall not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.” However, FAR clause 52.222-43 is not listed in the Clauses Incorporated by Reference or in Full Text. Would the government please include FAR clause 52.222-43 in the list of Clauses Incorporated by Reference?

Answer: FAR Clause 52.222-43 has been incorporated by reference in Section I.

50. **Question:** Attachment P8 identifies four FTEs who will support the contract in Germany.

Are these FTEs eligible for Technical Expert Status Accreditation (TESA) under the 1998 Supplementary Agreement and Exchange of Notes between U.S. and Germany and in accordance with Army in Europe Regulation 715-9, Contractor Personnel in Germany – Technical Expert, Troop Care, and Analytical Support Personnel?

If so, would the Government consider incorporating language in the contract that is consistent with the following guidance?

- (1) DFAR: 225.370 Contracts requiring performance or delivery in a foreign country.
 - (a) If the acquisition requires the performance of services or delivery of supplies in an area outside the United States, follow the procedures at PGI 225.370(a).
 - (b) For work performed in Germany, eligibility for logistics support or base privileges of contractor employees is governed by U.S.-German bilateral agreements. Follow the procedures at Army in Europe Regulation 715-9, available at <http://www.eur.army.mil/g1/content/CPD/docper/docperlgermany-Links.html> under “AE Regs & Resources.”

And
- (2) Individual Logistics Support clause: Contractor will be afforded Individual Logistics Support in accordance with Army in Europe Regulation including the following benefits for contractor employees accredited TESA, ASSA, or TCSA:
 - Commissary (includes rationed items)
 - AAFES Facilities (Military Exchange) (includes rationed items)
 - Armed Forces Recreation Facilities
 - Class VI (alcoholic beverages, includes rationed items)
 - Customs Exemptions
 - Legal Assistance
 - Local government transportation for official government business (non-tactical vehicle)
 - Local Moral/Welfare Recreation Services
 - Military Banking Facilities
 - Military Postal Service
 - Mortuary Service
 - Officer or NCO/EM Clubs
 - POV (privately-owned vehicle) license and registration
 - Housing office (NOTE: Limited. These services are limited to translation assistance and an explanation of host-country rental laws and utility and telephone services.)
 - Purchase of POL (petroleum and oil products)
 - Transient Billets (NOTE: Transient billets may be authorized on a space-available basis after all other eligible personnel have been billeted.)
 - Messing facilities at remote sites only (reimbursable)
 - Army Continuing Education Services

- Credit Union Facilities
- Dependent Schools, on a space-available, tuition-paying basis (NOTE: When the contract authorizes dependent education on a tuition basis in DoDDS schools. See note at asterisk and DoDDS Europe web site below for details).
- Medical/Dental Services on a reimbursable basis; dental care, available only for emergency conditions, on a reimbursable basis.
- Pet/Firearms Registration and Control.

NATO Status of Forces Agreement Letter or Stamp.

Answer: Section C, PWS/SOW, paragraph 6.1.5 states, “Under this Contract, contractor employees, spouses and family members assigned overseas within the European Theater in Germany will be regulated by Army in Europe (AE) Regulation 600-700 dated 28 May 2009, or its replacement as superseded. Individual Logistics Support for Civilian Contractor Personnel will be provided in accordance with Chapter 7 of this regulation.” Army in Europe Regulation 600-700 includes reference to Army in Europe Regulation 715-9.

51. **Question:** The table of “locations where contractor may provide on-site support” lists 6 locations, including Camp Lejeune, NC. All these locations except Camp Lejeune, NC are included in the Attachment P8 with labor categories, FTEs, and hours for each of the 5 years of the contract. Will the Government add labor categories and hours for Camp Lejeune, NC to the Attachment P8?

Answer: Section J, Attachment P8 has been updated to include labor categories and hours for Camp Lejeune, NC.

52. **Question:** The table reflects Total FTEs of 3 for the Electrical Engineer, Senior. Attachment P8 only reflects 1 FTE at the Webster Field, MD location. The table reflects Total FTEs of 2 FTEs for the Logistician, Senior. Attachment P8 only reflects 1 FTE at the California, MD location. The table reflects Total FTEs of 1 FTE for the Manager/Operation Manager, Senior. Attachment P8 reflects 1 FTEs in Year 1, increasing by .5 FTE each year through Year 5, with 3 FTEs in Year 5 at the California, MD location. Will the Government make revisions to either the 6.1.1.2 table or the Attachment P8?

Answer: Section C, PWS/SOW, paragraph 12.2 has been updated to reduce the total FTEs for Electrical Engineer, Senior at the Webster Field, MD location from 3 to 1 and Logistician, Senior at the California, MD location from 2 to 1. Section J, Attachment P8 has also been updated to remove the increases of FTEs each year for Manager/Operations Manager, Senior at the California, MD location.

53. **Question:** Sample Task response element (5) - Work Breakdown Structure and Integrated Master Schedule (WBS/IMS) - requires that the offeror “Provide a detailed schedule of events and briefly describe each activity with its inputs and outputs and the interrelationships and interdependencies among the activities”. The IMS alone will require a substantial portion of the 20-page Sample Task response limit, given the complexity of these requirements and the format and structure of a true IMS. This leaves very limited page count for addressing the remaining elements of the Sample Task. Will the Government allow the WBS/IMS to be submitting as an attachment to the Sample Task response?

Answer: The WBS/IMS will not be allowed as an attachment. However, the Government has increased the page limit for the sample task to 30 pages, and Section L, Part A, paragraph 3.0 has been updated accordingly.

54. **Question:** The Sample Task does not provide a timeframe (duration) for the ECP, from initiation of the requirements development to incorporation at all identified locations. The timeframe is an essential input for development of the IMS. Will the Government provide the timeframe (duration) for the ECP from initiation of the requirements development to incorporation at all identified locations?

Answer: The PoP provided includes all activities required to complete the project.

55. **Question:** All Government and Contractor FTU locations include the labor category of General and Operations Manager, Journeyman except the Fort Walton Beach FTU. It is assumed that this labor category is the FTU manager at each site. Will the Government add the labor category of General and Operations Manager, Journeyman and hours to the Fort Walton Beach FTU location?

Answer: All labor categories have been included for all Government and Contractor FTU locations. Therefore, adding the labor category of General and Operations Manager, Journeyman and hours to the Fort Walton Beach FTU location is not applicable.

56. **Question:** The government provided estimate for ODCs in Section L Part B Paragraph 3.5.1 only represents unburdened amounts for Travel and Material as indicated by the column headers. Would the government clarify if ODCs not classified as Travel or Material (such as DBA, visas, etc.) are captured in either column? If so, will the government update the table headers in 3.5.1? If ODC costs separate from Travel and Materials are not included in either column, will the government provide an updated table with values to include ODCs?

Answer: The travel ceiling is inclusive of the additional costs required for overseas travel.

57. **Question:** The RFP states that "...graphs shall be presented in no smaller than 10 point font....Graphic resolution, including such data as tables or charts, should be consistent with the purpose of the data presented." Please confirm that offerors can use 10 point Times New Roman font in tables and graphics. This question was initially submitted in response to the draft RFP, however was not clarified in the final RFP.

Answer: Offerors shall present graphs in no smaller than 10 point, Times New Roman font, however a table is not considered to be a graph and therefore tables shall be presented in 12 point font.

58. **Question:** Page 31 Technical disciplines states that, "technical discipline" shall mean a degree in the field of Computer Science, Computer Technology, Information Systems Management, Mathematics, Physics, Engineering Technology, or Mechanical Technology. Would the government consider "Civil Engineering" to be an acceptable degree under the Technical disciplines category in that Civil Engineering has significant parallels to Engineering Technology in fundamental functions of these two disciplines?

Answer: Civil Engineering, as a discipline, differs significantly from the engineering fields specified for this effort and is not an acceptable/suitable substitution.

59. **Question:** Will the costs associated with transporting government property from an existing FTU under the current contract to establish a new FTU under the new contract be covered under the current contract by FAR clause 52.245-1, Government Property, or will those costs be reimbursable under the ODC CLIN in the new contract?

Answer: The cost for transfer of the material from existing to new FTUs on a new contract would be a direct charge to the government on a new contract.

Section B - Supplies or Services and Prices

B-1 COMPOSITE RATES**B-1 COMPOSITE RATES**

This language is designed for use in conjunction with H-2 Issuance of Orders Using Streamlined Procedures NAVAIR 5252.216-9540 (Variation) (May 2017). For purposes of estimating and establishing a labor cost ceiling for each task order, the following composite rates will be used by multiplying the composite rate for the labor category by the estimated hours for each labor category. These rates are estimates, and invoicing will be based on actual costs incurred. Ceiling for ODCs will be priced in accordance with the Government Estimate. Orders crossing multiple years will be estimated by the Government using the composite rates for each year in proportion to the period of performance of the order.

Labor Category (* = Key)	Composite Fully Burdened Rates				
	Year 1	Year 2	Year 3	Year 4	Year 5
	07/30/2018-07/29/2019**	07/30/2019-07/29/2020**	07/30/2020-07/29/2021**	07/30/2021-07/29/2022**	07/30/2022-07/29/2023**
General and Operations Manager, Junior					
General and Operations Manager, Journeyman*					
Manager/Operations Manager, Senior*					
First-Line Supervisors of Production and Operating Workers, Journeyman					
Logistician, Junior					
Logistician, Journeyman					
Logistician, Senior*					
Computer Network Support Specialist, Junior					
Computer Network Support Specialist, Journeyman					
Electrical Engineer, Junior					
Electrical Engineer, Journeyman					
Electrical Engineer, Senior*					
Program/Project Analyst, Junior					
Program/Project Analyst, Journeyman					
Computer Hardware Engineer, Junior					
Computer Hardware Engineer,					

Journeyman					
Computer Systems Analyst, Junior					
Computer Systems Analyst, Journeyman					
Computer and Information Research Scientist, Junior					
Computer Network Architects, Junior					
Computer Network Architects, Journeyman					
Drafter/CAD Operator I, SCA					
Drafter/CAD Operator II, SCA					
Electronics Technician I, SCA					
Electronics Technician II, SCA					
Electronics Technician III, SCA					
Engineering Technician I, SCA					
Engineering Technician II, SCA					
Engineering Technician III, SCA					
Secretary II, SCA					
Material Coordinator, SCA					
Video Teleconference Technician, SCA					
Technical Writer I, SCA					
Technical Writer II, SCA					
Technical Instructor, SCA					
Technical Instructor/Course Developer, SCA					
Warehouse Specialist (Warehouse Worker), SCA					
Word Processor II, SCA					
Word Processor III, SCA					
Telecommunications Mechanic, SCA					

*Indicates Key Personnel (1 Person)

**Dates to be adjusted at contract award

B-2 NOT SEPARATELY PRICED CLIN

CLINs 0002-0005 and 0008-0011 are Not Separately Priced on the base IDIQ contract. These CLINs will be separately priced on the individual task orders dependent upon the types of funding that will be applied on the task order.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CPFF Labor Ceiling for CLINs 0002-0005 CPFF Cost Plus Fixed Fee (CPFF) Labor Ceiling for CLINs 0002-0005 in accordance with Performance Work Statement (PWS)/Statement of Work (SOW) Paragraphs 3.1 to 3.3. FOB: Destination PURCHASE REQUEST NUMBER: 1300550641		Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002

O&M Funding - CPFF Tasking

CPFF

CPFF Operations & Maintenance (O&M) Funding in support of PWS/SOW
Paragraphs 3.1 to 3.3. Not Separately Priced from CLIN 0001

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003

Procurement Funding - CPFF Tasking

CPFF

CPFF Procurement Funding in support of PWS/SOW Paragraphs 3.1 to 3.3.
Not Separately Priced from CLIN 0001

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004

Working Capital Fund (WCF)-CPFF Tasking
CPFF
CPFF WCF Funding in support of PWS/SOW Paragraphs 3.1 to 3.3. Not
Separately Priced from CLIN 0001
FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005

Non-DoD Funding - CPFF Tasking
CPFF
CPFF Non-Department of Defense (DoD) Funding in support of PWS/SOW
Paragraphs 3.1 to 3.3. Not Separately Priced from CLIN 0001.
FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0006	Data in support of CLINs 0001-0011	NSP

Data in support of CLINs 0001, 0002, 0003, 0004, 0005, 0007, 0008, 0009,
0010 & 0011

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	ODC Ceiling - CLINs 0008-0011 COST Other Direct Costs (ODC) in support of CLIN 0001 in accordance with PWS/SOW Paragraphs 3.1 to 3.3. FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Operations & Maintenance (O&M) Funding COST O&M Funding - ODCs. Not Separately Priced from CLIN 0007. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Procurement Funding COST Procurement Funding - ODCs. Not Separately Priced from CLIN 0007. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Working Capital Fund (WCF) Funding COST WCF Funding - ODCs. Not Separately Priced from CLIN 0007. FOB: Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Non-Department of Defense (DoD) Funding COST Non-DoD Funding - ODCs. Not Separately Priced from CLIN 0007. FOB: Destination				

ESTIMATED COST

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The level of effort estimated to be ordered during the term of this contract is 1,012,800 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

CLIN 0001	Total
Labor Hours	1,012,800

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

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

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

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

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

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

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

ATTACHMENT B

PERFORMANCE WORK STATEMENT/STATEMENT OF WORK for LIFE CYCLE SUPPORT (LCS)

1.0 INTRODUCTION. The Naval Air Warfare Center Aircraft Division (NAWCAD) Special Communications Mission Solutions (SCMS) Division, located at St. Inigoes, MD, integrates, delivers, and sustains products for Command, Control, Communications, Computers, Combat Systems, Intelligence, Surveillance, and Reconnaissance (C5ISR) systems. SCMS provides in-service engineering for C5ISR systems onboard small and large craft, commercial and militarized vehicles, transit cases, mobile communications, fixed base stations, command centers and intelligence systems. These C5ISR products are funded by a broad range of customers including Navy, Special Operations Forces (SOF), Homeland Security, and other Department of Defense (DoD) and non-DoD agencies. To sustain these products, the SCMS Division maintains subject matter expertise in a broad range of technical and programmatic disciplines associated with in-service logistical support, training, and engineering. This contract will provide required Life Cycle Support (LCS) technical expertise and deliverables needed to complete each assigned project.

1.1 SCOPE. The contractor shall provide LCS services for the in-service engineering of C5ISR systems. Systems consist of but are not limited to Radio Frequency (RF) communications systems, antenna systems, baseband audio/video data systems, signal routing/patching/monitoring, Communications and Electronic (C-E) remote control, Information Technology (IT), power/signal distribution, Audio Video (AV) and Video Telecommunication (VTC) systems (referred to as systems/subsystems throughout the remainder of this PWS/SOW). This includes legacy and current C5ISR systems and the in-service engineering support, integrated product support and C-E equipment/systems and subsystems training, and technical data and configuration management support of those systems/subsystems.

2.0 APPLICABLE DOCUMENTS The following documents and document sources are provided for reference. Requirements for SCMS Division in-service support to have interoperability among military, civilian, U.S., and foreign users may dictate an adherence to a wide variety of specifications and standards. Department of Defense (DoD) systems shall adhere to the Joint Technical Architecture (JTA) 2.0 Standards. Non-DoD systems may be governed by numerous commercial, national, or international standards. The standard development organizations listed are not all inclusive and are presented only as representative sources of the technological interface details which may be required by systems supported with this contract. Likewise, the documentation listed is not all-inclusive but is representative of the types of information that may be required for efforts on this contract. Version applicable to contract is the most current at the time of task order award.

Standards, Specifications, Instructions, and Developmental Organizations:

American National Standards Institute (ANSI)

American Society of Mechanical Engineering (ASME) Standards

Association of Public-Safety Communications Officials (APCO) – International – Standards

Clinger Cohen Act

Department of Defense and/or Military, e.g. DoD-STD and MIL-STD Series

Department of Defense Product Support Manager Guidebook

Department of Defense Logistics Assessment Guidebook

Department of Defense Product Support Business Case Analysis Guidebook

United States Special Operations Command 700-2, MFP-11 Funded Asset Visibility and Accountability

Electronic Industries Association (EIA), e.g. Recommended Standards RS Series

European Telecommunications Standards Institute (ETSI)

Federal, e.g. FED-STD, FIP Series

Federal Communications Commission

Federal Motor Vehicle and Carrier Safety Standard and Regulations

Institute of Electrical and Electronic Engineers (IEEE)

International Standards Organization (ISO)

International Telecommunications Satellite Organization (INTELSAT)
 International Telecommunications Union (ITU), formerly the CCITT
 Joint Technical Architecture (JTA) Current Version
 National Institute of Standards and Technology
 National Television Standards Committee (NTSC)
 Society of Automotive Engineers, Inc. (SAE) Handbook
 Telecommunications Industry Association (TIA)
 International Traffic and Arms Regulations (ITAR)

Instructions and Directives:

DoD-DIRECTIVE, 5000 Series	
MIL-STD-810G	ENVIRONMENTAL ENGINEERING CONSIDERATIONS AND LABORATORY TESTS
MIL-STD-1472	HUMAN ENGINEERING
MIL-STD-31000A	Technical Data Package
MIL-HDBK 502A	Department of Defense Handbook – Product Support Analysis
MIL-HDBK-61A(SE)	Configuration Management Guidance
MIL-STD-882E	Department of Defense Standard Practice for Systems Safety
MIL-STD-40051-2A	Department of Defense Standard Practice for Technical Manuals
DoD-STD-2106	DEVELOPMENT OF SHIPBOARD INDUSTRIAL TEST PROCEDURES
NAVSEA S9095-AD-TRQ-010/TSTP	Total Ship Test Program Manual
NASPAXRIVINST 5100.35	Occupational Safety and Health Program
NAWCADINST 3432.1	NAWC Operations Security Plan
OPNAVINST 3432.1	Operations Security
SECNAVINST 5000.2	Implementation of Defense Acquisition Management Policies, Procedures, Documentation and Reports
USSOCOM 70-1	Acquisition Management System Policy

3.0 **TECHNICAL REQUIREMENTS.** The contractor shall provide life cycle support services and incidental supplies as stated under paragraphs 3.1 through 3.3. The contractor organization shall include personnel with firsthand experience and knowledge in C5ISR equipment/systems and subsystems, training, technical data analysis and configuration management. Performance of this work shall be measured in accordance with the Quality Assurance Surveillance Plan (QASP) or Contract Surveillance Plan (CSP) as appropriate to the resulting task orders. The contractor shall have a DCMA-approved property accountability system. The contractor shall designate a property accountability point of contact at each of the contractor's facilities. Additionally the contractor shall have DCMA-approved purchasing and accounting systems. Services shall require performance at the contractor's facilities, Government facilities, or other locations designated by the SCMS Division.

3.1 **In-Service & Engineering Support (CLINs 0001, 0002, 0003, 0004, 0005).** The definition of "in-service" includes both systems/subsystems that are currently in use in the field, as well as systems/subsystems in use during the initial deployment phase. The contractor shall provide services to assess and report on the operational readiness of, and investigate in-service systems/subsystems problems to provide quick fix and long-term solutions. The contractor shall provide engineering support services to analyze technical problems, correct deficiencies and provide engineering layouts and solutions for in-service systems/subsystems. The contractor shall provide assembly, assimilation, verification, and repair services necessary to support in-service systems/subsystems (NAVSEA S9095-AD-TRQ-010/TSTP). The results of analyses, inspections, verification and associated technical data as a result of

systems/subsystems In-Service & Engineering Support shall be delivered in accordance with Exhibit A (CDRLs A001-A011, A021). The contractor shall:

- Deliver quick-reaction/quick-response support continually.
- Deliver specialized system support teams to react to complex overhaul, upgrade, and operational system/software requirements.
- Analyze in-service systems to determine faults and deliver recommendations for improvement.
- Troubleshoot in-service systems to identify faults and recommendations for repair.
- Engineer and outline systems/subsystems and components necessary for optimization or repair of in-service systems.
- Assimilate and verify systems/subsystems and components necessary in support of in-service equipment/systems and subsystems technical problems.
- Provide specialized technical system support teams to effect complex overhauls which may include repair, upgrade, maintenance, or training based on system operational requirements.
- Establish Field Technical Units (FTUs) per PWS/SOW paragraph 6.1.

3.1.1 Inspect failed parts, equipment and systems/subsystems to identify specific interfaces or operational deficiencies and repair applicable systems. Perform system/subsystem and equipment level preventive and/or corrective maintenance activities.

3.1.2 Receive, inspect, and perform Stage 1 through Stage 7 production verification (DoD-STD-2106) for equipment and materials.

3.1.3 Analyze, optimize, and make recommendations and/or report on equipment performance and maintenance data of systems/subsystems being mounted or installed into platforms such as: military or commercial ships or boats, military or commercial fixed or rotary wing aircraft, military or commercial shore-based platforms and facilities, and military or commercial vehicles.

3.1.4 Simulate the operation of components to perform systems, subsystems, equipment integration verifications, electronic modeling, simulation, and animation.

3.1.5 Validate systems/subsystems equipment performance and reliability, maintainability, and availability data to prepare and recommend new performance baselines.

3.1.6 Build and integrate modified or upgraded systems/subsystems hardware/software/firmware and user interfaces following the GPLs approved specifications, configuration layouts, Engineering Change Requests (ECRs), craft alterations, or Engineering Change Proposals (ECPs).

3.1.7 Provide and deliver electronic reporting of all maintenance actions, repair part utilization and stock status, RAM data, and historical information for review and analysis by the COR. Enter all actions into government provided automated database.

3.1.8 Make recommendations on system/subsystem production, installation, layouts, processes, procedures and documentation.

3.1.9 Customize and deliver new performance baselines based on the data analyzed and documented. Resolve or repair any causalities or deficiencies from data and system/subsystem analysis.

3.1.10 Customize and deliver adaptive engineering solutions and/or modifications to systems/subsystems and electronic equipment to meet, urgent and non-urgent, operational requirements.

3.1.11 Draft and validate proposed system engineering modifications and/or upgrades as well as investigating emerging technologies.

3.1.12 Analyze system operational readiness, maintenance data, and validate new technology to provide recommended layout revisions or incorporation of state-of-the-art technology to enable the Government to determine cost-effectiveness and readiness.

3.1.13 Build, fabricate, and integrate equipment, interface units and test fixtures.

3.1.14 Prepare system validations to ensure correct operation, compatibility with existing subsystems and equipment, and suitability for integration into the specified systems/subsystems.

3.1.15 Arrange for special system verification, such as shock, vibration and TEMPEST on systems/subsystems in accordance with military and commercial standards as specified by the GPL.

3.2 Integrated Product Support (IPS) & Systems (CLINs 0001, 0002, 0003, 0004, 0005). The contractor shall deliver management support for acquisition and life cycle planning for in-service and modified systems/ subsystems. The contractor shall deliver systems/subsystem training to fleet, aircraft, ground mobile personnel and in-service field users in areas designated by the GPL. Formal classroom and on-the-job training shall be performed by the contractor. Required plans and associated reports resulting from analyses, and training documentation shall be delivered in accordance with Exhibit A (CDRLs A001, A006, & A008). The contractor shall:

- Draft recommendations on implementation of various IPS elements such as:
 - System Interface
 - Product Support Management
 - Sustaining Engineering
 - Supply Support
 - Maintenance Planning and Management
 - Packaging, Handling, Storage & Transportation (PHS&T)
 - Technical Data
 - Support Equipment
 - Training and training support
 - Manpower and Personnel
 - Facilities and Infrastructure
 - Computer Resources

3.2.1 Customize and deliver logistics plans to ensure sustainability and continually improve product affordability throughout the systems'/subsystems' lifecycle. This strategy shall be updated during the product's life cycle as a result of changes in technology and requirements.

3.2.2 Review systems/subsystems program logistic policies and procedures before implementation to ensure they comply with applicable standards, directives, and instructions.

3.2.3 Analyze required readiness levels of systems/subsystems ensuring logistics factors associated with achieving required readiness levels are addressed.

3.2.4 Customize and deliver tailored supportability strategies which describes IPS requirements, tasks, and milestones to be accomplished during current and succeeding phases of the program.

3.2.5 Define, customize, and/or document appropriate maintenance plans to ensure efficient system/subsystem maintenance using maintenance planning concepts such as:

- Reliability Centered Maintenance (RCM).
- Condition-Based Maintenance Plus (CBM+).
- Total Ownership Cost (TOC).

3.2.6 Deliver supportability analyses and recommend strategies to ensure cost efficient support for systems. Perform analyses such as:

- Failure Mode.
- Failure Mode Effects and Criticality Analysis (FMECA).
- Fault Tree Analysis (FTA).
- Reliability Centered Maintenance Analysis (RCMA).
- Diminishing Manufacturing Sources Material Shortages (DMSMS).
- Reliability and Maintainability (R&M).
- Level Of Repair Analysis (LORA).
- Maintenance Task Analysis.

3.2.7 Perform customization efforts that are concurrent with the system layout so that Integrated Logistics Support (ILS) options and trade-offs can be considered before the layout is frozen, and the optimum balance of logistics support elements can be achieved.

3.2.8 Prepare and update training plans, course materials, quick reference guides, and materials for required system/subsystem training.

3.2.8.1 Deliver in-service systems/subsystems training courses: curriculums, web based training aides, and documentation for personnel based on training packages provided by the Government or commercial sources.

3.2.8.2 Define a course curriculum based on identified train the trainer and user training requirements.

3.2.8.3 Provide course material for all trainers and class participants.

3.2.8.4 Prepare a comprehensive user package to include the training plan and materials, quick reference guides, component manuals, and system warranty information.

3.2.8.5 Conduct in-house, on-site, and ad-hoc training as required to support SCMS Division user training needs.

3.2.8.6 Develop an operation and maintenance procedures for the system/subsystem. Provide support for identification of an operations and maintenance infrastructure to satisfy the organization and system operational and mission requirements.

3.2.8.7 Deliver on-the-job system/subsystem training when updating or maintaining equipment as directed by the Government.

3.2.8.8 Prepare, maintain, and deliver training plans, incorporating data received from manufacturers or as a result of engineering upgrades and improvements.

3.2.9 Provide the user receiving system/subsystem support with final user guides, source code, manuals, drawings, equipment list, and warranty information.

3.3 Technical Data & Configuration Management (CLINs 0001, 0002, 0003, 0004, 0005, 0006). The contractor shall prepare and maintain Configuration Management Planning for systems/subsystems using SCMS Division furnished criteria and configuration control of technical data. These plans shall prescribe the policies and procedures for identifying and controlling hardware, software, and documentation for each system. Required technical data shall be delivered in accordance with Exhibit A. (CDRLs A001, A004, A007, and A011-A012). The contractor shall:

3.3.1 Deliver technical and planning analysis and track centrally managed activities related to LCS responsibilities.

3.3.2 Deliver program planning and control, cost and schedule management, quality assurance management, risk management and Contract data management documentation and support.

3.3.3 Maintain/update physical configuration records for reviews and audits.

3.3.4 Deliver engineering analysis for layout changes to implement solutions, technical improvements, and mandated system upgrades.

3.3.5 Prepare, coordinate, and review Engineering Change Proposals (ECPs) and other configuration documentation for submission of recommended changes to the technical documentation.

3.3.6 Review ECPs for technical accuracy and present ECPs at change control board (CCB) meetings and related technical reviews with SCMS Division technical personnel.

3.3.7 Track ECP requests through the configuration control process, and attend configuration control board and related meetings when scheduled.

3.3.8 Draft, update, correct, maintain, prepare, revise, and deliver operation and maintenance manuals, installation guides, technical manuals, and system technical documentation.

3.3.9 Draft, update, correct, and revise engineering drawings and packages.

4.0 REPORTS. The contractor shall provide the following reports:

4.1 Technical Progress Report to be delivered in accordance with CDRL A013.

4.2 Task Order Close-Out to be delivered in accordance with CDRL A014.

4.3 Financial Progress Report to be delivered in accordance with CDRL A015.

4.4 Workforce Report to be delivered in accordance with CDRL A019.

4.5 Shipment Tracking Report to be delivered in accordance with CDRL A022.

4.6 Segregation of Costs Report to be delivered in accordance with CDRL A023.

5.0 PROCUREMENT SUPPORT.

5.1 It will be necessary for the contractor to have a material funding allocation to immediately respond to system development requirements, system failures, and system operational requirements. All incidental material purchases will be approved per H-1 Restriction on the Direct Charging of Material NAVAIR 5252.242-9515 (Variation)(October 2017) clause. (CLINs 0007, 0008, 0009, 0010, 0011).

5.2 The contractor shall provide supply procurement tracking support to gather data for equipment and hardware requirements in accordance with efforts performed in PWS/SOW 3.1-3.3 above. Required material reports and analyses shall be delivered in accordance with Exhibit A (CDRLs A021, and A022). The contractor shall not accept any products on behalf of the Government. The contractor shall:

5.2.1 Support the Government in the procurement of equipment and material. Support the Government in researching, analyzing, and providing recommendations via market research per Federal Acquisition Regulation (FAR) Part 10 to determine sources capable of satisfying the Government's requirements. Provide data to support the Government in writing, justifications required for sole source acquisitions as needed. Identify quantity and

schedule requirements (including requirements for spare parts support) and support the Government in planning for the procurement of long lead items.

5.2.2 Maintain a current list of required hardware items that are to be procured and provide inputs in the preparation of procurement documentation.

5.2.3 Provide support by monitoring and tracking all material/equipment during activities in the acquisition process (from procurement planning, receipt and bar-coding of material/equipment, to delivery of final product to the Government). The contractor shall report to Government technical personnel and interface with vendors regarding procurement and delivery of equipment and materials required to support systems/subsystems.

5.2.4 Review Federal Stock System for availability of required items in accordance with applicable regulations.

5.2.5 Enter, update, and complete requisition tracking data in the Government's automated data systems.

5.2.6 Use the Government's automated data systems and internal databases to track acquisition status from procurement initiation to hardware delivery. Compare expected hardware availability with system installation, test, production and operational schedules. Utilize the Government's automated data system to provide project material tracking reports and to identify delinquent material deliveries. Notify the Government of discrepancies between schedules and hardware delivery.

5.2.7 Maintain accurate inventory records of equipment received by the contractor for storage prior to integration and of warehouse equipment and materials. Use the Government's automated data system for tracking, inventorying, and managing parts/equipment required for test and repair of systems.

5.2.8 Gather information, analyze, and make recommendations to the GPL concerning use and integration of National Stock Number (NSN) and non-NSN hardware materials.

5.2.9 Input requisition receipt data in the Government's automated data system for commercial procurements, when directed by the Government.

5.2.10 Input, recall, forward, and/or print data from the Navy/NAWCAD corporate procurement initiation systems.

5.2.11 Ship systems/subsystems to Government units within the Continental United States (CONUS) and Outside of the Continental US (OCONUS). Maintain compliance with all Government regulations and have a documented process for exporting security systems/subsystems in accordance with the International and Arms Regulations (ITAR).

6.0 FACILITIES/PROPERTY.

6.1 Special Facilities - Field Technical Units (FTUs).

6.1.1 The following have been identified as current or projected support sites as described under PWS/SOW paragraph 3.1 under this contract. Specific FTUs will be defined at the task order level. It is anticipated that the cost of the facilities will be proposed as an indirect charge to the Government, and the facility may not be located on Government property. The list below represents the current anticipated need, however, is not all inclusive.

6.1.1.1 The following have been identified as possible FTU sites under this contract:

Location	Approximate Size	Provider
NAS Patuxent River Webster Field Annex St. Inigoes, MD	N/A	Government
NAS Patuxent River Webster Field	4,500 Square Feet	Contractor

Annex St. Inigoes, MD		
Chesapeake, VA	24,000 Square Feet	Contractor
San Diego, CA	18,700 Square Feet	Contractor
Spring Lake, NC	9,800 Square Feet	Contractor
Fort Walton Beach, FL	1,600 Square Feet	Contractor
Panzer Kaserne, Germany	N/A	Government

6.1.1.2 The following have been identified as locations where contractor may provide on-site support:

Location	Space Provider
Homestead, FL	Government
Fort Bliss, TX	Government
Fort Carson, CO	Government
Fort Campbell, KY	Government
Fort Lewis, WA	Government
Camp Lejune, NC	Government

6.1.1.3 The contractor shall provide access to unclassified office, laboratory, and integration space for Government personnel to support work coordination requirements. Specific FTUs will be defined at the task order level within CONUS. The list below represents the current anticipated need, however, is not all inclusive.

- Located at contractor provided FTU in Fayetteville, NC (historically approximately 600 square feet).
- Located at contractor provided FTU in San Diego, CA (historically approximately 600 square feet).
- Located at contractor provided FTU in Chesapeake, VA (historically approximately 200 square feet).

6.1.2 The contractor is required to have liaison office(s) within 50 driving miles of St. Inigoes, MD.

6.1.3 Contractor facilities are required to have Top Secret security clearance and controlled access work areas as specified in the DD254 form attached hereto. (Attachment 01)

6.1.4 The contractor shall provide all equipment, tooling, test equipment, office/facility furnishings, and office/facility equipment to support the PWS/SOW. The government will provide General Purpose Test Equipment (GPETE) for government provided spaces.

6.1.5 Under this Contract, contractor employees, spouses and family members assigned overseas within the European Theater in Germany will be regulated by Army in Europe (AE) Regulation 600-700 dated 28 May 2009, or its replacement as superseded. Individual Logistics Support for Civilian Contractor Personnel will be provided in accordance with Chapter 7 of this Regulation.

6.2 Government Furnished Facilities Property The Government will provide limited office, laboratory, and integration space to the contractor at the Government provided facilities.

6.2.1 These shared spaces shall be provided with integration benches, lights, power, and climate control as requested. If the contractor chooses to alter the work area in any manner, they shall have prior approval from the COR and shall be responsible for the cost of any modifications approved. The contractor shall provide all equipment, tooling, test equipment, office/facility furnishings and office/facility equipment to support the PWS/SOW requirements. On a limited case-by-case basis, special purpose test equipment may be provided by the government for use in the test and evaluation of Government furnished systems/subsystems.

6.3 Vehicles The contractor shall be required to transport government owned systems/subsystems on a daily basis. Contractor personnel may also be required to operate government owned and/or government leased vehicles in the performance of this PWS/SOW.

6.3.1 Contractor Provided Vehicles The contractor shall be responsible for transportation of equipment in support of this PWS/SOW. The cost of material transportation vehicles supporting PWS/SOW requirements for the contractor will not be considered as an allowable direct cost in the performance of the contract.

6.3.2 Government Provided Vehicles The Contractor shall be required, as defined at the task order level, to operate government owned or leased vehicle in performance of tasking in the PWS/SOW. Government-owned or leased vehicles that the contractor use may include general purpose passenger carrying vehicles, special-purpose (tactical) vehicles, tractor trailer, and SCMS authorized vehicles. All vehicles shall be operated in accordance with NAVAIR and site-specific processes and requirements. In general, there is no need for specialized licenses, however, if a requirement is identified in a specific task order, there will be time allotted for individuals to obtain the necessary licensing. The contractor shall report any damage observed on the vehicle/equipment, and shall notify the Government Project Lead (GPL) of any need for service or repair of the Government owned or leased vehicles.

When operating these vehicles the contractor shall ensure the following:

- (a) Possession of a current and valid operator's license for all vehicles
- (b) Compliance with all state, federal and host nation laws pertaining to operating motor vehicles;
- (c) Compliance with NAVAIR command policies when operating a vehicle (e.g. no cell phone use, stopping at runway crossing, etc.)
- (d) Use the most cost-effective means to fuel vehicles
- (e) Operation of the vehicles in a safe manner and in accordance with the vehicle/equipment user/operator manual.

The contractor shall report any known or realized accidents involving the Government owned or leased vehicles to the GPL. If the contractor is involved in an accident while operating a Government owned or leased vehicle, they shall notify the GPL, the Contracting Officer, and the COR within 24 hours and shall provide an accident report within 48 hours.

When operating the vehicle the contractor shall be responsible for any costs associated with violations such as speeding tickets, parking tickets, reckless driving, and any damage caused to the vehicle as a result of vehicle code violations.

6.4 OCONUS TRAVEL (CLINs 0007, 0008, 0009, 0010, 0011). The contractor may be required to provide support OCONUS in support of communication equipment/systems and subsystems as required by the COR in accordance with DFAR clause 252.225-7040. OCONUS support shall include, but is not limited to, providing adaptive engineering, integration, installation, informal training, review, and evaluation of configuration management feedback, trouble report tracking, equipment evaluation, procurement or equipment, resolution of user maintenance issues, repairs, and testing of communication equipment in accordance with PWS/SOW paragraphs 3.0-3.3. When travel is required to OCONUS locations the contractor shall meet requirements set forth in the Contract. Potential locations may include but are not limited to, Afghanistan, Alaska, Germany, Great Britain, Guam, Hawaii, Italy, Kuwait, Korea and the Philippines (CDRL A017)

6.5 CONUS TRAVEL (CLINs 0007, 0008, 0009, 0010, 0011). Potential locations CONUS where the contractor may be required to provide support include but are not limited to, Aberdeen, MD, Alcoa, TN, California, MD, Camp Lejeune, NC, Camp Morena, CA, Cannon AFB, NM, Carlsbad, CA, Cheyenne, CO, Charleston, WV, Chesapeake, VA, Clarksville, TN, Colorado Springs, CO, Draper, UT, El Paso, TX, Fallon, NV, Fayetteville, NC, Flushing, NY, Fort Irwin, CA, Fort Carson, CO, Fort Walton Beach, FL, Greenville, SC, Gulfport, MS, Hunt Valley, MD, Jacksonville, FL, Las Vegas, NV, Latrobe, PA, Lexington Park, MD, New Orleans, LA, Norfolk, VA, Rockville, MD, Salt Lake City, UT, San Diego, CA, San Francisco, CA, Spring Lake, NC, Savannah, GA, Slidell, LA, Tampa, FL, Virginia Beach, VA, and Yakima, WA. These locations are not listed in any particular order.

7.0 QUALITY ASSURANCE.

7.1 Best Commercial Workmanship. The contractor shall provide and maintain a quality program in accordance with the following:

7.1.1 The contractor is required to maintain and operate a facility wide quality management system that is designed for the products and services to be provided under the contract.

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

7.1.3 The quality management system will use the quality requirements as defined in FAR 46.202-4(a) and satisfy ISO 9001:2008, "Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation and Servicing."

7.1.4 The quality management system documentation and the system's effectiveness are subject to review by NAWCAD at any time during the period of performance of this contract. .

7.1.5 Standard program data that may be required by the Government to compile trend studies shall be made available as needed.

7.2 The contractor's quality management organization must be clearly defined and employees providing quality functions must have adequate responsibility, authority, and freedom to identify and evaluate problems and to initiate, recommend, or provide corrective action.

7.3 A periodic review of quality requirements shall be conducted by the contractor to identify the controls, processes, skills, fixtures, tools, and test equipment needed to ensure product quality (A002). The results of this review shall update inspection and testing techniques, instrumentation, manufacturing methods, and processes. Standard program data that may be required by the Government to compile trend studies shall be available as needed (A002).

8.0 RESERVED.

9.0 SECURITY. The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified and classified information in accordance with the National Industrial Security Program Operating Manual (NISPOM) and DoD M 5200.01, Information Security Manual. The DoD Contract Security Classification Specification, DD Form 254, defines program specific security requirements. All controlled unclassified information shall be appropriately identified and marked as For Official Use Only in accordance with DoDM 5200.01, Information Security Program: Controlled Unclassified Information (CUI) Volume 4 (enclosure3) and DoD 5400.7-R (Freedom of Information Act Regulation) (Chapter 3). All Contractor facilities shall provide an appropriate means of storage for controlled unclassified and classified documents, equipment, and materials in accordance with Operations Security (OPSEC) requirements. Required information shall be provided in accordance with Exhibit A (CDRL A016).

For Official Use Only information generated and/or provided under this Contract shall be marked and safeguarded as specified in DoDM 5200.01 (DoD Information Security Program: Controlled Unclassified Information (CUI)) Vol. 4 (enclosure 3 pages 11-17) available at http://www.dtic.mil/whs/directives/corres/pdf/520001_vol4.pdf and DoD 5400.7-R, Freedom of Information Program Chapter 3 (pages 31-42) available at <http://www.dtic.mil/whs/directives/corres/pdf/540007r.pdf>. All controlled unclassified technical information shall be appropriately identified and marked with the distribution statement identified on the source document or directed by the COR.

9.1 The contractor shall maintain a facility level OPSEC Program to protect Critical Information (CI) to be used at the contractor facility during the performance of this contract. The contractor shall practice OPSEC and implement countermeasures to protect CI and other sensitive unclassified information and activities, especially those activities or information which could compromise classified information or operations, or degrade the planning and execution of military operations performed or supported by the contractor in support of the mission. If the contractor cannot resolve an issue concerning OPSEC they will contact the Contracting Officer Security Representative (COSR). The Contractor is responsible for subcontractor implementation.

9.2 The OPSEC plan shall be developed in accordance with the requirements set forth in NAWCINST 3432.1 and OPNAVINST 3432.1, and submitted to NAWCAD SCMS Division Patuxent River, St. Inigoes (CDRL A016).

10.0 WORKPLACE AND SCHEDULE

10.1 WORK SCHEDULE. Work Schedule. The contractor shall provide the required services and staffing coverage during Normal Working Hours (NWH). NWHs are usually 8.5 hours (including a 30-minute lunch break), from 0730-1600 each Monday through Friday (except on Federal holidays). Some supported Government offices have flexibility to start as early as 0600/0630 and end as late as 1800 Monday - Friday. Services and staffing shall be provided for each office at least 8 hours per day.

10.1.1 The contractor, with notification to the COR, may allow its employees to work a CWS schedule. Any contractor that chooses to allow its employees to work a CWS schedule in support of this task order agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this task order and will not be reimbursed by the Government. Furthermore, all contractors shall comply with the requirements of the Fair Labor Standards Act (FLSA) and particularly with Section 7 regarding compensatory overtime.

10.1.2 INSTALLATION CLOSURE. 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 performing non-mission essential work in support of such Federal employees shall follow their parent company's policies.

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

The contractor is permitted to observe the below Holidays in accordance with its corporate policy. Government facilities will be closed on these dates.

New Year's Day, January 1
Martin Luther King's Birthday, the third Monday in January
President's Birthday, 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
Veteran's Day, November 11
Thanksgiving Day, the fourth Thursday in November
Christmas Day, December 25

10.1.3 OVERTIME Overtime shall be in accordance with section I clause, 52.222-2.

11.0 Access to Government Locations and Information Technology (IT) Access. All contractor personnel with access to unclassified information systems, including e-mail, shall have, at a minimum, a favorable National Agency Check (NAC). The contractor shall coordinate with the COR all IT network or website access requirements after award of the contract and shall be in accordance with the latest DOD policies and the SCMS Research, Development, Test and Evaluation (RDT&E) Network Standard Operating Procedures (SOP) (Attachment 05).

11.1 Contractor Facility Access In accordance with Attachment 05, Employees requiring access to various DoD resources (i.e. RDT&E Network, DoD websites and networks) from a contractor facility are mandated by DoD policies to use government-approved Public Key Infrastructure (PKI's) along with an appropriate hard key (i.e. Smart Card). Defense Information Systems Agency (DISA) will be the primary source for these certificates.

11.2 Government Facility Access The Government will provide Common Access Cards (CAC's) for employees that require physical access to Government facilities. The contractor Program Manager is responsible for notifying the COR when an employee who has been issued a CAC leaves the company or transfers to another contract. In the case of an employee who no longer works for the company, the contractor shall collect the CAC and turn it over to the COR or their specified recipient within two (2) working days of the employee's departure.

11.2.1 SAAR-N All contractor personnel requiring access to Government Information Technology (IT) systems shall have an approved System Authorization Access Request (SAAR-N) Form OPNAV 5239/14 (Rev Sep 2011) on file, and complete required Annual Information Awareness Training. New employees must submit their SAAR 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 Contracting Officer's Representative (COR), Government Technical Point of Contact (TPOC), or to the assigned government Trusted Associate Sponsorship System (TASS) Trusted Associate.

11.2.2 Common Access Cards (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. All CACs and identification badges issued to contractor employees shall be returned to the Government Security Department at the Government site following completion of the contract, relocation or termination of an employee, or upon request from the Contracting Officer's Representative. The Government will provide the contractor access to Government facilities, as required, for performance of tasks under this contract.

11.2.3 Contractor-owned equipment will be permitted connection to NAVAIR/DoD networks in order to carry out the performance of this contract. Upon contract award, the contractor shall provide all government site employees' desk top computers to conduct daily work that meets all of the hardware, software and standard architecture set forth in the SCMS RDT&E SOP. Portables are not allowed. Desktop computers shall meet all hardware and software minimum requirements set forth by SCMS RDT&E SOP. All Contractor-owned hardware or software shall meet DoD RMF and NIST 800-53 Controls selected using CNSSI 1253. Technical support from the manufacturer of contractor-owned hardware and software must be available. All contractor-owned desktop computers provided for Government facility access will be submitted for re-imaging and validation scanning prior to allowing connection to the RDT&E local area network. Approval is required by COR and SCMS Network Information Site Security Officer prior to connection. All connected desktops will be subject to continuous monitoring. The contractor will adhere to all local Information Assurance (IA) and network connection requirements in accordance local procedures.

11.3 Navy Marine Corps Intranet (NMCI). Access to NMCI is not anticipated for this contract. If determined to be necessary, the government will provide all NMCI services; to include IT related hardware, software, and support necessary for the performance of this contract. Coordination of these services is to be conducted through the COR.

12.0 Personnel Qualifications

12.1 Labor Qualifications: The following defines the minimum education, experience, security clearance requirements and the functional descriptions for each labor category. The Contractor shall be responsible for employing personnel having at least the minimum level of education, experience, and security clearance as stated herein. Functional descriptions are set forth in paragraph 12.5 by labor category.

Professional Labor Category	Level	BLS SOC Code
General and Operations Manager	Junior	11-1021
General and Operations Manager (Key, see para 12.2)	Journeyman	11-1021
Manager/Operations Manager (Key, see para 12.2)	Senior	11-1021
First-Line Supervisors of Production and Operating Workers Journeyman	Journeyman	51-1011
Logistician	Junior	13-1081
Logistician	Journeyman	13-1081
Logistician (Key, see para 12.2)	Senior	13-1081
Computer Network Support Specialist	Junior	15-1152
Computer Network Support Specialist	Journeyman	15-1152
Electrical Engineer	Junior	17-2071
Electrical Engineer	Journeyman	17-2071
Electrical Engineer (Key, see para 12.2)	Senior	17-2071
Program/Project Analyst	Junior	13-1111
Program/Project Analyst	Journeyman	13-1111
Computer Hardware Engineer	Junior	17-2061
Computer Hardware Engineer	Journeyman	17-2061
Computer Systems Analyst	Junior	15-1121
Computer Systems Analyst	Journeyman	15-1121
Computer and Information Research Scientist	Junior	15-1111
Computer Network Architects	Junior	15-1143
Computer Network Architects	Journeyman	15-1143

SCA Labor Category	BLS SOC Code	SCA Code
Drafter/CAD Operator I	17-3012	SCA 30061

Drafter/CAD Operator II	17-3012	SCA 30062
Electronics Technician I	17-3023	SCA 23181
Electronics Technician II	17-3023	SCA 23182
Electronics Technician III	17-3023	SCA 23183
Engineering Technician I	17-3029	SCA 30081
Engineering Technician II	17-3029	SCA 30082
Engineering Technician III	17-3029	SCA 30083
Secretary II	46-6000	SCA 01312
Material Coordinator	43-5061	SCA 21030
Video Teleconference Technician	27-4011	SCA 13110
Technical Writer I	27-3042	SCA 30461
Technical Writer II	27-3042	SCA 30462
Technical Instructor	25-3099	SCA 15090
Technical Instructor/Course Developer	25-3099	SCA 15095
Warehouse Specialist (Warehouse Worker)	43-5081	SCA 21410
Word Processor II	43-9022	SCA 01612
Word Processor III	43-9022	SCA 01613
Telecommunications Mechanic	49-2022	SCA 23930

12.2 Key Personnel: The following defines the number of full-time equivalent personnel required in key labor categories.

Key Labor Category	Level	Key FTEs	Required Location of Key FTE	Total FTEs
General and Operations Manager	Journeyman	1	California, MD	6
Manager/Operation Manager	Senior	1	California, MD	1
Logistician	Senior	1	California, MD	1
Electrical Engineer	Senior	1	NAS Patuxent River, Webster Field Annex, St.	1

			Inigoes, MD	
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12.3 Experience and Education Level Definitions (applies to non-SCA positions only):

JUNIOR: A Junior level person within a labor category generally has less than 3 years' experience and a Bachelor's degree (or a qualifying substitution as identified in this paragraph). However, may exceed 3 years if performing a Junior level function. A Junior level person is responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior positions.

JOURNEYMAN: A Journeyman level person within a labor category has 3 or more years of experience and a Bachelor's degree (or a qualifying substitution as identified in this paragraph or in the table within paragraph 12.3). A Journeyman level person typically performs all functional duties independently.

SENIOR: A Senior level person within a labor category has at least 10 years of experience and a Master's degree (or a qualifying substitution as identified in this paragraph or in the table within paragraph 12.3). A Senior level person typically works on high-visibility or mission critical aspects of a given program and performs all functional duties independently. A Senior level person may oversee the efforts of less senior staff and/or be responsible for the efforts of all staff assigned to a specific job.

The following qualification substitution chart provides standard experience/education substitutions and applies ONLY to the Professional Labor Categories as listed above in Paragraph 12.1. Categories that require specific fields of study are defined in 12.4. These substitutions DO NOT apply to the Electrical Engineer categories.

Bachelor's Degree	6 years' additional work experience in relevant functional field may be substituted for a Bachelor's Degree	Associate's Degree plus 4 years' additional work experience in relevant functional field may be substituted for a Bachelor's Degree
Master's Degree	Bachelor's Degree plus 4 years additional work experience in relevant functional field may be substituted for a Master's	

"Years of experience" shall mean full, productive years of participation in the relevant functional field.

"Productive years" shall mean 52 weeks of work reduced by reasonable amounts of time for holidays, annual and sick leave.

If participation was part-time, or if less than one-half of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be accumulated to arrive at full years of experience in relevant functional field.

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

Business or business discipline – when used in relation to educational or work experience requirements, "business" shall mean any of the following specific subjects, disciplines or areas of work experience only: Business Administration, Business Management, Project Management, Economics, Finance or Accounting.

Engineering or engineering discipline - when used in relation to educational or work experience requirements, "engineering" shall mean any of the following specific subjects, disciplines, or areas of work experience only: Computer, Electrical, Electronics, Mechanical, Information Systems or Systems Engineering.

Computer Science/Information Technology (IT) disciplines - when used in relation to educational or work experience requirements, "computer science/IT discipline" shall mean a degree in the field of Computer Science, Computer Engineering, Software Engineering, Network Engineering, Information Systems, Cyber Security or Management of Information Systems Technology.

Technical disciplines - when used in relation to educational or work experience requirements, "technical discipline" shall mean a degree in the field of Computer Science, Computer Technology, Information Systems Management, Mathematics, Physics, Engineering Technology, or Mechanical Technology.

Professional Labor Categories: The following categories require the following specific fields of study. If a degreed category is not defined below, then any degree field is acceptable.

Labor Category	Level	Degree Major Required
General and Operations Manager (Key)	Journeyman	Business or Technical or Engineering discipline
Manager/Operations Manager (Key)	Senior	Business or Technical or Engineering discipline
Electrical Engineer (Key)	Senior	Degree in an Engineering discipline - no substitution for years' experience
Electrical Engineer	Journeyman	Degree in an Engineering discipline - no substitution for years' experience
Electrical Engineer	Junior	Degree in an Engineering discipline - no substitution for years' experience
Logistician (Key)	Senior	Business or Technical or Engineering discipline
Logistician	Journeyman	Business or Technical or Engineering discipline
Computer Hardware Engineer	Journeyman	Electrical Engineering or Computer Science/IT or Technical discipline

SCA Labor Categories

SCA Labor Category	Years of Experience Required Performing the Functions Described in Paragraph 12.5	Degree/Skill Required	Allowable Degree Substitution
Drafter/CAD Operator II	2	Associate's Degree	High School diploma or equivalent and 5 years of experience
Drafter/CAD Operator I	0	Associate's Degree	High School diploma or equivalent and 2 years of experience
Electronics Technician Maintenance, I	0	Associate's Degree in an Engineering or Technical Discipline	High School diploma or equivalent, and U.S. Military Electronics school, and 2 years of experience
Electronics Technician Maintenance, II	2	Associate's Degree in an Engineering or Technical Discipline	High School diploma or equivalent, and U.S. Military Electronics school, and 4 years of experience
Electronics Technician Maintenance, III	4	Associate's Degree in an Engineering or Technical Discipline	High School diploma or equivalent, and U.S. Military Electronics school, and 6 years of experience
Engineering Technician, III	4	Associate's Degree in an Engineering or Technical Discipline	High School diploma or equivalent and 6 years of experience
Engineering Technician, II	2	Associate's Degree in an Engineering or Technical Discipline	High School diploma or equivalent and 4 years of experience
Engineering Technician, I	0	Associate's Degree in an Engineering or Technical Discipline	High School diploma or equivalent and 2 years of experience
Secretary II	4	Associate's Degree in a Business or Technical Discipline	High School diploma or equivalent and 6 years of experience
Material Coordinator	0	N/A	High School diploma or equivalent
Video Teleconference Technician	6	Associate's Degree in a Business or Technical Discipline	High School diploma or equivalent and 10 years of experience
Technical Writer, II	1	Bachelor's Degree	High School diploma or equivalent and 5 years of experience
Technical Writer, I	0	Bachelor's Degree	High School diploma or equivalent and 3 years of experience
Technical Instructor	2	Associate's Degree in a Business or Engineering or Computer Science/IT or Technical Discipline	High School diploma or equivalent and 4 years of experience

Technical Instructor/Course Developer	4	Associate's Degree, working knowledge of systems and subsystems	High School diploma or equivalent, and 8 years of experience, and working knowledge of systems and subsystems
Warehouse Specialist (Warehouse Worker)	3	High School diploma or equivalent	N/A
Word Processor II	3	High School diploma or equivalent	N/A
Word Processor III	6	High School diploma or equivalent	N/A
Telecommunications Mechanic	6	Associate's Degree in a Business or Technical Discipline	High School diploma or equivalent and 10 years of experience

12.5 Functional Descriptions: The following lists the minimum labor category education and experience requirements and the functional descriptions for each labor category:

KEY PERSONNEL:

General and Operations Manager, Journeyman (Key), SOC 11-1021

Function: Plan, direct, or coordinate the operations of public or private sector organizations. 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.

Manager/Operations Manager, Senior (Key), SOC 11-1021

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

Logistician, Senior (Key), SOC 13-1081

Function: Analyze and coordinate the ongoing logistical functions of a firm or organization. Responsible for the entire life cycle of a product, including acquisition, distribution, internal allocation, delivery, and final disposal of resources.

Electrical Engineer, Senior (Key), SOC 17-2071

Function: Research, design, develop, test, or supervise the manufacturing and installation of electrical equipment, components, or systems for commercial, industrial, military, or scientific use.

NON- KEY PERSONNEL:

General and Operations Manager, Junior, SOC 11-1021

Function: Plan, direct, or coordinate the operations of public or private sector organizations. 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.

First-Line Supervisors of Production and Operating Worker, Journeyman, SOC 51-1011

Function: Directly supervise and coordinate the activities of production and operating workers, such as operators, assemblers, fabricators, and plant and system operators. These moderately complex systems integration efforts require multi-disciplinary oversight including mechanical, electrical, environmental, human interface as well as logistics support. Responsible for interfacing with customer and developing schedules, cost estimates, work breakdown structures and work descriptions.

Logistician, Junior, SOC 13-1081

Function: Analyze and coordinate the ongoing logistical functions of a firm or organization. Responsible for the entire life cycle of a product, including acquisition, distribution, internal allocation, delivery, and final disposal of resources.

Logistician, Journeyman, SOC 13-1081

Function: Analyze and coordinate the ongoing logistical functions of a firm or organization. Responsible for the entire life cycle of a product, including acquisition, distribution, internal allocation, delivery, and final disposal of resources.

Computer Network Support Specialist, Junior, SOC 15-1152

Function: Analyze, test, troubleshoot, and evaluate existing network systems, such as local area network (LAN), wide area network (WAN), and Internet systems or a segment of a network system. Perform network maintenance to ensure networks operate correctly with minimal interruption.

Computer Network Support Specialist, Journeyman, SOC 15-1152

Function: Analyze, test, troubleshoot, and evaluate existing network systems, such as local area network (LAN), wide area network (WAN), and Internet systems or a segment of a network system. Perform network maintenance to ensure networks operate correctly with minimal interruption.

Electrical Engineer, Junior, SOC 17-2071

Function: Research, design, develop, test, or supervise the manufacturing and installation of electrical equipment, components, or systems for commercial, industrial, military, or scientific use.

Electrical Engineer, Journeyman, SOC 17-2071

Function: Research, design, develop, test, or supervise the manufacturing and installation of electrical equipment, components, or systems for commercial, industrial, military, or scientific use.

Program/Project Analyst, Junior, SOC 13-1111

Function: Applies analytic techniques in the evaluation of program/project objectives. Analyzes requirements, status, budget and schedules. Performs management, technical, or business case analyses. Collects, completes, organizes and interprets data relating to aircraft/weapon/project acquisition and product programs. Tracks program/project status and schedules. Applies government-instituted processes for documentation, change control management and data management.

Program/Project Analyst, Journeyman, SOC 13-1111

Function: Applies analytic techniques in the evaluation of program/project objectives. Analyzes requirements, status, budget and schedules. Performs management, technical, or business case analyses. Collects, completes, organizes and interprets data relating to aircraft/weapon/project acquisition and product programs. Tracks program/project status and

schedules. Applies government-instituted processes for documentation, change control management and data management.

Computer Hardware Engineer, Junior, 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. Qualified personnel shall have the foregoing experience relating to operations, maintenance, and repair of hardware and software systems/subsystems supporting voice, video, data, and imagery information.

Computer Hardware Engineer, Journeyman, 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. Qualified personnel shall have the foregoing experience relating to operations, maintenance, and repair of hardware and software systems/subsystems supporting voice, video, data, and imagery information.

Computer Systems Analyst, Junior, SOC 15-1121

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.

Computer Systems Analyst, Journeyman, SOC 15-1121

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.

Computer and Information Research Scientist, Junior, SOC 15-1111

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.

Computer Network Architects, Junior, SOC 15-1241

Function: Design and implement computer and information networks, such as local area networks (LAN), wide area networks (WAN), intranets, extranets, and other data communications networks. Perform network modeling, analysis, and planning. May also design network and computer security measures. May research and recommend network and data communications hardware and software.

Computer Network Architects, Journeyman, SOC 15-1241

Function: Design and implement computer and information networks, such as local area networks (LAN), wide area networks (WAN), intranets, extranets, and other data communications networks. Perform network modeling, analysis, and planning. May also design network and computer security measures. May research and recommend network and data communications hardware and software.

SCA PERSONNEL:**Drafter/CAD Operator I, SOC 17-3010, SCA 30061**

Function: Prepares drawings or computer models of simple, easily visualized structures, systems, parts or equipment from sketches or marked-up prints, selects appropriate templates/computer programs or uses a compass and other equipment needed to complete assignments. Drawings and models fit familiar patterns and present few technical problems. Supervisor provides detailed instructions on new assignments, gives guidance when questions arise, and reviews completed work for accuracy. Typical assignments include:

- a. Drawing from sketches, the building floor plans, determining size, spacing and arrangement of freehand lettering according to scale.
- b. Drawing simple land profiles from predetermined structural dimensions and reduced survey notes.
- c. Preparing a computer model of a room, building, and structure from data, prints, and photos.

Drafter/CAD Operator II, SOC 17-3010, SCA 30062

Function: Prepare various drawings computer models of such units as construction projects or parts and assemblies, including various views, sectional profiles, irregular or reverse curves, hidden lines, and small or intricate details. Work requires use of most of the conventional drafting and CAD techniques and a working knowledge of the terms and procedures of the occupation. The Draft/CAD Operator II makes arithmetic computations using standard formulas. Familiar or recurring work is assigned in general terms. Unfamiliar assignments include information on methods, procedures, sources of information, and precedents to follow. Simple revisions to existing drawings or computer models may be assigned with a verbal explanation of the desired results. More complex revisions are produced from sketches, computer models or specifications that clearly depict the desired product. Typical assignments include:

- a. Preparing several views of a simple gear system from a layout and manual references and obtaining dimensions and tolerances from manuals and by measuring the layout.
- b. Preparing and revising detail and design drawings for such projects as the construction and installation of electrical or electronic equipment, plant wiring, and the manufacture and assembly of printed circuit boards. Drawings typically include details of mountings, frames, guards, or other accessories; conduit layouts; or wiring diagrams indicating transformer sizes, conduit locations and mountings.

Electronics Technician I, SOC 17-3023, SCA 23181

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

Electronics Technician II, SOC 17-3023, SCA 23182

Function: Applies basic and some advanced technical knowledge to solve routine problems by interpreting manufacturers' manuals or similar documents. Work requires familiarity with the interrelationships of circuits and judgment in planning work sequence, in selecting tools, testing instruments, and is reviewed for compliance with accepted practices. This technician works under immediate supervision and achieves technical guidance, as required, from supervisor or higher-level technician.

Electronics Technician III, SOC 17-3023, SCA 23183

Function: Applies advanced technical knowledge to solve complex problems that typically cannot be solved solely by referencing manufacturers' manuals or similar documents. Examples of such problems include determining the location

and density of circuitry, evaluating electromagnetic radiation, isolating malfunctions, and incorporating engineering changes. Work typically requires an understanding of the interrelationships of circuits, exercising independent judgment in performing such tasks as making circuit analyses, calculating wave forms, and tracing relationships in signal flow, using complex test instruments such as high frequency pulse generators, frequency synthesizers, distortion analyzers, and complex computer control equipment. Work may be reviewed by supervisor for general compliance with accepted practices. This position may provide technical guidance to lower level technicians.

Engineering Technician I, SOC 17-3029, SCA 30081

Function: Perform simple routine tasks under close supervision or from detailed procedures. Work is checked in progress or on completion. This person performs one or a combination of such typical duties as:

- a. Assembling or installing equipment or parts requiring simple wiring, soldering, or connecting.
- b. Performing simple or routine tasks or tests such as tensile or hardness tests; operating and adjusting simple test equipment; records test data.
- c. Gathering and maintaining specified records of engineering data such as tests, drawings, etc.; performing computations by substituting numbers in specified formulas; plotting data and draws simple curves and graphs.

Engineering Technician II, SOC 17-3029, SCA 30082

Function: Perform standardized or prescribed assignments involving a sequence of related operations, follows standard work methods on recurring assignments. Technical adequacy of routine work is reviewed on completion; non-routine work may be reviewed in progress. This technician performs at this level, one or a combination of such typical duties as:

- a. Following specific instructions, assembles or constructs simple or standard equipment or parts, servicing or repairing simple instruments or equipment;
- b. Conducting a variety of tests using established methods, preparing test specimens, adjusting and operating equipment, recording test data, and pointing out deviations resulting from equipment malfunction or observational errors;
- c. Extracting engineering data from various prescribed but non-standardized sources, processing the data following well-defined methods including elementary algebra and geometry, and presenting the data in prescribed form.

Engineering Technician III, SOC 17-3029, SCA 30083

Function: Performing assignments that are not completely standardized or prescribed, selects or adapts standard procedures or equipment, using fully applicable precedents, receives initial instructions, equipment requirements, and advice from supervisor or engineer as needed, performs recurring work independently. Work is reviewed for technical adequacy or conformity with instructions. This technician performs at this level one or a combination of such typical duties as:

- a. Constructing components, subunits, or simple models or adapts standard equipment; may troubleshoot and correct malfunctions;
- b. Following specific layout and scientific diagrams to construct and package simple devices and subunits of equipment.
- c. Conducting various tests or experiments which may require minor modifications in test setups or procedures as well as subjective judgments in measurement, selecting, preparing, and operating standard test equipment and records test data;

d. Extracting and compiling a variety of engineering data from field notes, manuals, lab reports, etc., processing data, identifying errors or inconsistencies, selecting methods of data presentation.

e. Assisting in design modification by compiling data related to design, specifications, and materials that are pertinent to specific items of equipment or component parts; developing information concerning previous operational failures and modifications, and using judgment and initiative to recognize inconsistencies or gaps in data and seek sources to clarify information.

Secretary II, SOC 43-6000, SCA 01312

Function: Handles differing situations, problems, and deviations in the work of the office according to the supervisor's general instructions, priorities, duties, policies, and program goals. Supervisor may assist secretary with special assignments. Duties include or are comparable to the following: Screens telephone calls, visitors, and incoming correspondence; personally responds to requests for information concerning office procedures; determines which requests should be handled by the supervisor, appropriate staff member or other offices. May prepare and sign routine, nontechnical correspondence in own or supervisor's name; Schedules tentative appointments without prior clearance. Makes arrangements for conferences and meetings and assembles established background materials, as directed. May attend meetings and record and report on the proceedings; Reviews outgoing materials and correspondence for internal consistency and conformance with supervisor's procedures; assures that proper clearances have been obtained, when needed; Collects information from the files or staff for routine inquiries on office program(s) or periodic reports. Refers non routine requests to supervisor or staff; Explains to subordinate staff supervisor's requirements concerning office procedures. Coordinates personnel and administrative forms for the office and forwards for processing.

Material Coordinator, SOC 43-5061, SCA 21030

Function: Coordinates and expedites flow of material, parts, and assemblies within or between departments in accordance with production and shipping schedules or department supervisors' priorities. In this job, the Material Coordinator reviews production schedules and confers with department supervisors to determine material required or overdue and to locate material, requisitions material and establishes delivery sequences to departments according to job order priorities and anticipated availability of material; arranges for in-plant transfer of materials to meet production schedules, and with department supervisors for repair and assembly of material and its transportation to various departments, and examines material delivered to production departments to verify if type specified. This Worker may monitor and control movement of material and parts along conveyor system, using remote-control panel board, compute amount of material needed for specific job orders, applying knowledge of product and manufacturing processes and using adding machine; compile report of quantity and type of material on hand, move or transport material from one department to another, using hand or industrial truck; may compile perpetual production records in order to locate material in process of production, using manual or computerized system, and maintain employee records.

Video Teleconference Technician, SOC 27-4011, SCA 13110

Function: Operates VTC equipment including powering up teleconferencing equipment, checking equipment for proper operation, setting audio levels, positioning camera functions, performing secure or non-secure setup; operate or assist in operating session control panel, studio control unit, and high-resolution graphics. Job tasks require this technician to provide assistance to users in conducting VTC sessions, which may include conference preparation, and monitor VTC equipment and system performance, reporting equipment and network problems to appropriate parties for maintenance or repair. Responsibilities may include operation of briefing computers, projectors or other AV equipment in conjunction with VTC services; may include scheduling VTC sessions, training personnel in operation of VTC equipment, and other AV equipment associated with VTC services. Tasks require this technician to provide assistance to users in conducting VTC sessions, which may include conference preparation, and monitor VTC equipment and system performance, reporting equipment and network problems to appropriate parties for maintenance or repair.

This category includes occupations concerned with the utilization of the computer in the analysis and solution of business, scientific, engineering and other technical problems to include the following: operating electronic, optical, and

electromechanical machines that record, store, process, and transcribe data from magnetic tape or other sources to solve mathematical, engineering, accounting, or technical problems, to keep records or to supply information; programming computer languages to perform mathematical, engineering and scientific computations or auditing, payroll, mailing list and text handling functions; and storing and retrieving computer files.

Technical Writer I, SOC 27-3042, SCA 30461

Function: Revises or writes standardized material for reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment. This worker receives technical direction from supervisor or senior writer, notes or manuals containing operating procedures and details manufacturer's catalogs, drawings and other data relative to operation, maintenance, and service of equipment. This writer may have access to blueprints, sketches, drawings, parts lists, specifications, mockups, and product samples to integrate and delineate technology, operating procedure, and production sequence and detail.

This worker organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology, may maintain records and files of work and revisions, select photographs, drawings, sketches, diagrams, and charts to illustrate material, assist in laying out material for publication arrange for typing, duplication and distribution of material; may assist in writing speeches, articles, and public or employee relations releases, and may specialize in writing material regarding work methods and procedures.

Technical Writer II, SOC 27-3042, SCA 30462

Function: Revises or writes material that is mostly standardized for reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment. The incumbent receives assignment and technical information from a supervisor, may be provided notes or manuals containing operating procedures and details, and may observe production, developmental or experimental activities to expand or verify the provided operating procedures and details. This worker accesses manufacturers' catalogs, drawings and other data relative to operation, maintenance, and service of equipment, may have access to blueprints, sketches, drawings, parts lists, specifications, mockups, and product samples to integrate and delineate technology, operating procedure, and production sequence and detail. This writer organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology, may maintain records and files of work and revisions, may select photographs, drawings, sketches, diagrams, and charts to illustrate material, assist in laying out material for publication, and arrange for typing, duplication and distribution of material. This writer may draft speeches, articles, and public or employee relations releases, or specialize in writing material regarding work methods and procedures. Also develops, writes, and edits material for reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment, receives assignment from supervisor, observes production, developmental, and experimental activities to determine operating procedure and detail. This writer interviews production and engineering personnel and reads journals, reports, and other material to become familiar with product technologies and production methods, and reviews manufacturer's and trade catalogs, drawings and other data relative to operation, maintenance, and service of equipment.

Technical Instructor, SOC 25-3099, SCA 15090

Function: Teach one or more short courses in a technical trade or craft such as electricity, electronics, surveying, and aircraft or ship fundamentals, prepares an instructional program in accordance with training or other course requirements, assembling materials to be presented. The incumbent teaches assigned topics in accordance with approved curriculum effectively utilizing all allotted time, maintains proficiency in instructional techniques, incorporates current examples in the teaching process (e.g. develops clarification or real world examples of application related to the subject matter); develops and maintains classroom techniques that reflect professionalism, good discipline and enhance teaching. The Technical Instructor alternates teaching techniques in order to maintain high motivation and interest in the subject areas,

administers grades, records and critiques examinations; prepares and administers remedial assignments, submits written recommendations for curriculum updates to ensure consistency with changes and innovations in latest applicable publications or documents.

Technical Instructor/Course Developer, SOC 25-3099, SCA 15095

Function: Responsible for curriculum revision and maintenance. Technical curriculum may involve electronics, welding, or more highly technical areas such as radio and electronics repair or operation of weapons systems. This instructor uses a computer to organize and draft a curriculum that breaks a complex subject into blocks or units of instruction, creates graphics, and integrates them into curriculum. Courses may be instructor based, computer-based, simulator based, interactive, or non-interactive. This instructor also teaches short technical courses in accordance with approved curriculum to maintain proficiency and to evaluate and develop new instructional techniques/courses. Job duties also include the following: incorporation of new curriculum in the teaching process (e.g., develops clarification or examples of application related to the subject matter), development and maintenance of classroom techniques that reflect professionalism and good discipline and enhance teaching, development of alternative teaching techniques and scenarios to maintain high motivation and interest in the subject areas, and while acting as the testing officer, the conducting of test analysis and development or revision of test items.

Warehouse Specialist/Warehouse Worker, SOC 53-7065, SCA 21410

Function: Performs a variety of warehousing duties that require an understanding of the establishment's storage plan. Work involves most of the following: verifying materials (or merchandise) against receiving documents, noting and reporting discrepancies and obvious damages, routing materials to prescribed storage locations; storing, stacking, or palletizing materials in accordance with prescribed storage methods, rearranging and taking inventory of stored materials, examining stored materials and reporting deterioration and damage, removing material from storage and preparing it for shipment. This worker may operate hand or power trucks in performing warehousing duties.

Word Processor II, SOC 43-9022, SCA 01612

Function: This position uses knowledge of varied and advanced functions of one software type, knowledge of varied functions of different types of software, or knowledge of specialized or technical terminology to perform such typical duties as:

- a. Editing and reformatting written or electronic drafts. Examples include: correcting function codes; adjusting spacing formatting and standardizing headings, margins, and indentations.
- b. Transcribing scientific reports, lab analysis, legal proceedings, or similar material from voice tapes or handwritten drafts. Work requires knowledge of specialized, technical, or scientific terminology.

Work requires familiarity with office terminology and practices. Incumbent corrects copy, and questions originator of document concerning missing information, improper formatting, or discrepancies in instructions. Supervisor sets priorities and deadlines on continuing assignments, furnishes general instructions for recurring work and provides specific instructions for new or unique projects, may lead lower level word processors.

Word Processor III, SOC 43-9022, SCA 01613

Function: Requires both a comprehensive knowledge of word processing software applications and office practices and a high degree of skill in applying software functions to prepare complex and detailed documents. For example, processes complex and lengthy technical reports which include tables, graphs, charts, or multiple columns. Uses either different word processing packages or many different style macros or special command functions; independently completes assignments and resolves problems.

Telecommunications Mechanic, BLS SOC Code 49-2022, SCA 23932

Function: Installs, tests, troubleshoots, programs, maintains, and repairs digital switching equipment, attendant consoles, power and ringing relay racks, miscellaneous telephone, radio, fire alarms, intrusion alarms, and computer data circuits and related apparatus required in the central switching office. This worker analyzes system failures and other unusual system occurrences to isolate the source of the problem and determine whether the failure is caused by software, hardware, or other factors. Employees in this position maintain manual and/or computerized central office records, including detail records, traffic analysis records, cable records, line records, subscriber service records, and spare parts inventories.

12.6 Security Clearance Requirements: One person proposed for each of the labor categories annotated with an (**) below shall be capable of obtaining a Top Secret clearance within 60 days of task order award. All labor categories will require a Secret clearance. In addition to these categories, Secret and Top Secret clearances may be required for other labor categories depending on actual tasking throughout the duration of the contract. Proof of U.S. citizenship is required to be permitted access to government installations, aircraft, and ships. The required clearances will be based on the specific project at the task order level.

<u>Position/labor category</u>	<u>Security Clearance Level</u>	<u>Within Days of Issuance of Contract</u>
General and Operations Manager, Journeyman (Key)	Top Secret	60 days of task order award*
Manager/Operation Manager, Senior (Key)	Top Secret	60 days of task order award*
Logistician, Senior (Key)	Top Secret	60 days of task order award*
Electrical Engineer, Senior (Key)	Top Secret	60 days of task order award*
First-Line Supervisors of Production and Operating Worker, Journeyman	Top Secret	60 days of task order award*
Program/Project Analyst, Journeyman	Top Secret	60 days of task order award*
Electronics Technician II	Secret	60 days of task order award*
Electronics Technician III	Secret	60 days of task order award*
Engineering Technician II	Secret	60 days of task order award*
Engineering Technician III	Secret	60 days of task order award*

*Interim clearances are acceptable.

Note: The contractor shall apply the above levels of security clearance requirements to their proposed workforce in support of the SOW as applicable.

DESCRIPTIONS & SPECIFICATIONS

Items 0001, 0002, 0003, 0004, & 0005-- The contractor shall provide services in accordance with Section C, Performance Work Statement (PWS)/Statement of Work (SOW). The services under this IDIQ contract shall be performed in accordance with the PWS/SOW as detailed in the individual task orders. The task order PWS/SOW will detail the services that fall within the scope of the basic IDIQ contract.

Items 0007, 0008, 0009, 0010, & 0011– The contractor shall provide Other Direct Costs, in accordance with the Section C Statement of Work, NAVAIR Clause 5252.232-9509 Travel Approval and Reimbursement Procedures (NAVAIR)(OCT 2013), and Clause H-1 Restriction On The Direct Charging Of Material NAVAIR 5252.242-9514 (Variation) (November 2017).

Item 0006– The data to be furnished hereunder shall be in accordance with Exhibit A, DD Form 1423, Contract Data Requirements List (CDRL), and the Section C, PWS/SOW.

CLAUSES INCORPORATED BY FULL TEXT

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

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the NAWCAD 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://doncmra.nmci.navy.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://ecmra.mil>".

Section D - Packaging and Marking

PACKAGING & MARKING

Items 0001, 0002, 0003, 0004, & 0005- Packaging and marking are not applicable to these items.

Items 0007, 0008, 0009, 0010, & 0011- Packaging and marking shall be in accordance with (IAW) 5252.247-9508 Prohibited Packing Materials, 5252.247-9509 Prohibited Packing Materials, and best commercial practices.

Item 0006 – The data to be furnished hereunder shall be packaged and marked IAW the NAVAIR clauses 5252.247-9507, 5252.247-9508, and 5252.247-9514.

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: Not Applicable.

(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.

CLAUSES INCORPORATED BY FULL TEXT

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

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

Section E - Inspection and Acceptance

INSPECTION/ACCEPTANCE

Items 0001, 0002, 0003, 0004, & 0005- The services to be furnished hereunder shall be inspected and accepted in accordance with (IAW) the NAVAIR clause 5252.246-9512 Inspection and Acceptance (NAVAIR)(OCT 2005).

Items 0007, 0008, 0009, 0010, & 0011 - The services to be furnished hereunder shall be inspected and accepted IAW the NAVAIR clause 5252.246-9512 Inspection and Acceptance (NAVAIR)(OCT 2005).

Item 0006 – The services to be furnished hereunder shall be inspected and accepted IAW the NAVAIR clause 5252.246-9514 Inspection and Acceptance of Technical Data and Information (NAVAIR)(FEB 1995).

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.246-3 INSPECTION OF SUPPLIES--COST-REIMBURSEMENT (MAY 2001)

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

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, Superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at a plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

"Supplies," includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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 COR identified in NAVAIR Clause 5252.201-9501.

(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.

CLAUSES INCORPORATED BY FULL TEXT

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 4. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Section F - Deliveries or Performance

ITEMS 0001-0011

The ordering period for this contract is five years. The specific period of performance for individual task orders will be defined at the task order level. For the purpose of this IDIQ contract, delivery information reflects this ordering period.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 30-JUL-2018 TO 29-JUL-2023	N/A	NAWCAD DAVE KRONENWETTER 17100 WEBSTER FIELD ROAD, BUILDING 8185 SAINT INIGOES MD 20684 301-995-8468 FOB: Destination	N00421
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	POP 30-JUL-2018 TO 29-JUL-2023	N/A	NAWCAD DAVE KRONENWETTER 17100 WEBSTER FIELD ROAD, BUILDING 8185 SAINT INIGOES MD 20684 301-995-8468 FOB: Destination	N00421
0007	POP 30-JUL-2018 TO 29-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00421
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A

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
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS (AUG 2011)

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

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

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

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

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

(c) Responsibilities of the vendor carrier representative, shipping 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.

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The ordering period shall commence on 30 July 2018 and shall continue for an ordering period of five (5) years. However, the period of performance may be extended in accordance with the option provisions contained herein.

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

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 **\$5,000**; the maximum quantity is the **full value of contract award**.

CLAUSES INCORPORATED BY FULL TEXT

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 Delivery of CDRLs to PCO is not required.

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

COR Code as Identified in NAVAIR Clause 5252.201-9501

(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: 17110 Webster Field Road, Building 8185, Saint Inigoes, MD 20684

Section G - Contract Administration Data

PAYMENT INSTRUCTIONS**PGI 204.7108(d)0012 other**

Payment needs to be based on projects not funding and/or ACRNs. Tracking by ACRN, the customer loses the visibility to the project which is needed due to multiple sponsors, DFAR clauses 252.204-001 through 0011 cannot be applied, therefore use 0012 and pay from the CLIN/ACRN cited on the invoice. The contractor is advised on what CLINs/ACRN to cite on the invoice.

CLAUSES INCORPORATED BY REFERENCE

252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

- (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.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(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*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC:	_____
Issue By DoDAAC:	_____
Admin DoDAAC:	_____
Inspect By DoDAAC:	_____
Ship To Code:	_____
Ship From Code:	_____
Mark For Code:	_____
Service Approver (DoDAAC):	_____
Service Acceptor (DoDAAC):	_____
Accept at Other DoDAAC:	_____
LPO DoDAAC:	_____
DCAA Auditor DoDAAC:	_____
Other DoDAAC(s):	_____

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

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

David Kronenwetter: david.kronenwetter@navy.mil

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(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. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

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

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

(a) The Contracting Officer has designated the following as an authorized Contracting Officer's Representatives (COR):

COR 1: [* To Be Completed at Time of Award] to perform the following functions, duties, and/or responsibilities:[insert functions, duties, and/or responsibilities of the COR]

[COR 2, COR 3, etc., as necessary, and complete the fill-ins]

(b) The Contracting Officer has designated the following as an authorized Alternate Contracting Officer's Representatives (ACOR):

ACOR 1: [*To be Completed at Time of Award] to perform the functions, duties, and/or responsibilities outlined below in the absence of [Insert name of COR(s) for whom the alternate will perform].

ACOR 1 Functions, Duties, and/or Responsibilities:[Insert functions, duties, and/or responsibilities of the ACOR]

[Insert COR 2, COR 3, etc., as necessary, and complete the fill-ins]

(c) 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 divided by the level of effort in hours) if a level of effort order. 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.

5252.232-9524 ALLOTMENT OF FUNDS (NAVAIR)(OCT 2005)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "FIXED FEE", are as follows:

ITEM(S) ALLOTED TO FIXED FEE

[CLIN TBD @ Award] \$[dollar amount TBD @ Award]

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

PERIOD OF

ITEM(S) ALLOTED TO COST PERFORMANCE

[CLIN TBD @ Award] \$[dollar amount TBD @ Award] [period TBD]

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

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

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

(a) Contract Administration Office.

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

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

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

Functions Retained	Retained for Performance By:
FAR 42.302(a) (16), (30), (38), (40), (41), (42), (51), (58), (67), and DFARS 242.302(a) (67)	PCO (2.5.1.2)

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

Additional Functions	Retained for Performance By:
None	

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

Section H - Special Contract Requirements

H-1 CLAUSE

H-1 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL NAVAIR 5252.242-9515 (Variation) (November 2017)

(a) During the performance of this contract it may be necessary for the contractor to procure material to immediately respond to system development requirements, system failures, and system operational requirements. This is a service contract and the procurement of material or other direct costs (ODCs) 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, materials, parts, equipment, hardware, and Information Technology (IT) resources including equipment, specialized services and software. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and the applicable Department of Navy regulations and instructions.

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

(b) List of Allowable Materials:

Electronic Components and Materials:

Adapters, Amplifiers, Antennas, Radios, Transceivers, Backshells, Batteries, Bridges, Cables, Cable Assemblies, Capacitors, Circuit Boards, Circuit Breakers, Charging Devices, Chemicals, Chips, Cleaners, Color Monitors, Communications Special Enclosures, Connectors, Connector Accessories, Converters, Crystals, Data Controllers, Data Storage Devices, Diodes, Diplexers, Eliminators, Foam Inserts, Encoders, Facsimiles, Fuses, Hubs, IC Circuits, Inductors, Inserts, Lamps/Bulbs, Computers – desktops, laptops, tablets (as part of a communication system) , Microphones, Modems, Modules, Multiplexers, Patch Cords, Power Supplies, Printers, Relays, Repair Materials, Resistors, RF Adapters, Routers, Scanners, Semi-Conductor Devices, Servers, Splices, Switches, Telephones, Terminals, Transistors, Transformers, Wires, and Work Stations.

Vehicle Fabrication/Integration Material:

Chassis Components, Drive Train Components, Power Systems Components, Environmental Conditioning Units, Vehicle Body Components, Vehicle Engine Components, Automobile and Automotive/Vehicular Accessories, A/C Generator Sets and 12vDC Inverters.

Hardware/Raw Manufacturing Material:

Bolts, Boxes, Brackets, Braces, Brads, C-E Cases, Conduits, Electrical Boxes, End Fittings, Face Plates, Fiberglass, Foam Inserts, Handles, Heat Shrink, Hinges, Interior/Exterior Mounts, Intermediate Distribution Frames, Main Distribution Frames, Metal (Various Gauge), Nuts, Plastics, Polyurethane, Racks, Rack Assembly, Rack Mount Frames, Rivets, Rivnuts, Screws, Slides, Washers, and Wood.

Software:

Word Processors, Spreadsheets, Database Managers, Utilities, Operating Systems, Graphic and Presentation Packages, Mail Systems, Network Handlers, Communication Packages, Customized Software, and Miscellaneous Software.

Miscellaneous Material:

Data Storage Media, Dividers, De-Greaser, Deliverable/Documentation Consumables – including binders, Dividers, Electronic Component Cleaning Materials, Electronic Repair Services, Mylar, Paint, Shipping/Freight Supplies/Services, Solder, and other material costs in accordance with the resultant contract.

(c) In addition to COR and/or Contracting Officer 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 Information Technology Purchase Request (ITPR) 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 for procurement.

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

Only material included in the above List of Allowable Material may be procured under this contract. No material with a unit cost of \$250,000.00 or greater shall be procured under this task order. No procurement with a total value, that is the total sum of all items, of \$700,000.00 or greater may be procured under this task order. Procurements will not be split to circumvent these thresholds.

When it is necessary for the contractor to procure material to immediately respond to emergency requirements, the contractor shall obtain prior verbal authorization from the Contracting Officer to be followed by written Contracting Officer authorization within the next business day of the procurement. The written authorization must reference when the verbal authorization from the COR occurred. These emergency requirements are for any items with a total value greater than \$3,500.00, but less than \$150,000.00.

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

For procurements (excluding software licenses) with a total value, \$3,500.00 and below no COR or Contracting Officer approval is required.

For procurements (excluding software licenses) with a total value between \$3,500.01 and \$150,000.00 COR approval is required.

For procurements (excluding software licenses) with a total value greater than \$150,000.00, COR and Contracting Officer approval is required. If the COR approves the request, the COR shall provide the request for approval to the Contracting Officer. The Contracting Officer shall provide notification of disapproval or approval to the COR and Contractor.

H-2 STREAMLINED ORDERS

H-2 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES NAVAIR 5252.216-9540

(Variation)(May 2017)

(a) Unless the procedures in paragraph (b) are utilized, orders will be issued under this contract using the following streamlined procedures:

- (1) For each proposed order, the contracting officer will provide the contractor with a letter including an enclosed DD1155 Task Order.
 - (2) Within three (3) working days of receipt of the letter and order, the contractor will respond with the signed DD1155. If the requirement remains valid, the task order shall be considered negotiated and a bilaterally executed order will be issued to the contractor.
 - (3) If the contractor does not agree with the order, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the order, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.
- (b) For orders under \$150,000, the procedures for reaching agreement are as follows:
- (1) The Ordering Officer shall issue a fully funded, unilaterally executed order representing a firm order for the total requirement.
 - (2) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the order, the contractor shall:
 - (i) notify the Ordering Officer within three (3) working days of receipt of the order;
 - (ii) submit a proposal for the work requested in the order within five (5) working days of receipt of the order; and
 - (iii) not commence performance until such time that the differences between the order and contractor's proposal are resolved and a modification, if necessary, is issued.

H-3 FIXED FEE

H-3 FIXED FEE (JULY 2017)

The following clause is applicable to the CPFF CLIN of this contract and CPFF CLINs of any resultant task order. This IDIQ contract may have resultant task orders that are term level of effort, completion, or a hybrid of both. The fee rate per hour shall be the same for each type of task order and shall not vary from the fee rate per hour specified in Section G Clause 5252.232-9510 PAYMENT OF FIXED FEE. At no time shall the contractor earn fee exceeding the fixed fee pool established at award.

For any resultant term level of effort task order, the contractor shall only earn fee on the hours that have been expended. If all hours cited in Section B Clause 5252.211-9503 LEVEL OF EFFORT are expended at the end of a term level of effort task order, then the contractor is entitled to the entire fee pool for that specific task order.

For any resultant completion task order, the contractor will only earn fee on the hours agreed upon at the issuance of the task order. If the contractor completes the tasking within or below the hours agreed upon at task order award, the contractor will earn all of the fee entitled, other concerns notwithstanding. If the contractor does not complete the tasking within those hours, the Government has the right to extend the delivery date and increase the estimated cost with no increase to the fixed fee ceiling of the specific task order.

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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 USCENCOM 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 USCENCOM Individual Protection and Individual/Unit

Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be valid for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an update medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

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

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

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

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

5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2014)

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

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

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

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

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

Name of province in which the work was performed.

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

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

(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENCOM 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 USCENCOM 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 USCENCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or subcontractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The contractor is responsible for management and compliance with all prescribed public health actions. The employee, contractor/sub-contractor shall be transported out of theater following three(3) consecutive negative sputum smears.

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

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

5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: **TBD at task order level**. 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 checked="" type="checkbox"/> Fuel Authorized	<input checked="" 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 type="checkbox"/> Laundry	<input checked="" type="checkbox"/> Military Clothing
<input checked="" type="checkbox"/> Military Exchange	<input type="checkbox"/> None	
<input 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 checked="" 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 checked="" 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)

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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>

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

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

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

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will immediately be reported to the

installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to the PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

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

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

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

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

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

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

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

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

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

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

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5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY(IT) (NAVAIR)(SEP 2012)

(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: http://www.cnrc.navy.mil/publications/Forms/OPNAV_5239_14_SAAR_N.pdf.

(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 TPOC for contractor employees requiring IT access, the COR identified in NAVAIR Clause 5252.201-9501, shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil 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 9. 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 three (3) years 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 within 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))

[] (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.

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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
52.204-2	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 2016
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-17	Ownership or Control of Offeror	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-5	Material Requirements	AUG 2000
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	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	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	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.216-11	Cost Contract--No Fee	APR 1984
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9	Small Business Subcontracting Plan	JAN 2017
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	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
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-60	Paycheck Transparency (Executive Order 13673)	OCT 2016
52.222-61	Arbitration of Contractor Employee Claims (Executive Order 13673)	DEC 2016
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer Products - Alternate I	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-3	Buy American --Free Trade Agreement--Israeli Trade Act	MAY 2014
52.225-4	Buy American--Free Trade Agreement--Israeli Trade Act Certificate	MAY 2014
52.225-5	Trade Agreements	OCT 2016
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984

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
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-25 Alt I	Prompt Payment (Jan 2017) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3 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 I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2016
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-11	Higher-Level Contract Quality Requirement	DEC 2014
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-6 Alt II	Termination (Cost Reimbursement) (May 2004) - Alternate II	SEP 1996
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
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 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	OCT 2015
252.209-7007	Prohibited Financial Interests for Lead System Integrators	JUL 2009
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.216-7006	Ordering	MAY 2011
252.219-7003 (Dev)	Small Business Subcontracting Plan (DOD Contracts)--Basic (Deviation 2016-O0009)	AUG 2016
252.219-7004	Small Business Subcontracting Plan (Test Program)	OCT 2014
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Dec 2016)	DEC 2016
252.225-7002	Qualifying Country Sources As Subcontractors	AUG 2016
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7012	Preference For Certain Domestic Commodities	AUG 2016
252.225-7013	Duty-Free Entry--Basic (May 2016)	MAY 2016
252.225-7021	Trade Agreements--Basic	SEP 2016
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program--Basic (AUG 2016)	AUG 2016
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	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
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012

252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.246-7001	Warranty Of Data	MAR 2014

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52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

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

"Subcontractor" means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

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.

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52.204-22 ALTERNATE LINE ITEM PROPOSAL (JAN 2017)

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternate line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

CLAUSES INCORPORATED BY FULL TEXT**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 365 days beyond the contract's effective 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.

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 **TBD at task order level**; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 **5 years and 6 months (inclusive of FAR 52.217-8)**.

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 or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

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

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

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

Employee Class

Monetary Wage-Fringe Benefits

RFP Labor Category	SCA Labor Category / Employee Class	SCA Code	Monetary Wage	Fringe Benefits @ 55.6%
Technical	Drafter/CAD Operator I	30061	\$20.19	\$11.23
Technical	Drafter/CAD Operator II	30062	\$22.60	\$12.57
Mechanics and Maintenance and Repair	Electronics Technician I	23181	\$24.94	\$13.87
Mechanics and Maintenance and Repair	Electronics Technician II	23182	\$26.47	\$14.72
Mechanics and Maintenance and Repair	Electronics Technician III	23183	\$27.89	\$15.51
Technical	Engineering Technician I	30081	\$22.92	\$12.74
Technical	Engineering Technician II	30082	\$25.72	\$14.30

Administrative Support and Clerical	Secretary II	01312	\$20.18	\$11.22
Materials Handling and Packing	Material Coordinator	21030	\$24.23	\$13.47
Information and Arts	Video Teleconference Technician	13110	\$20.39	\$11.34
Technical	Technical Writer I	30461	\$23.46	\$13.04
Technical	Technical Writer II	30462	\$28.70	\$15.96
Instructional	Technical Instructor	15090	\$27.59	\$15.34
Instructional	Technical Instructor/Course Developer	15095	\$33.74	\$18.76
Materials Handling and Packing	Warehouse Specialist (Warehouse Worker)	21410	\$18.02	\$10.02
Administrative Support and Clerical	Word Processor II	01612	\$17.67	\$9.82
Administrative Support and Clerical	Word Processor III	01613	\$19.95	\$11.09
Mechanics and Maintenance and Repair	Telecommunications Mechanic II	23932	\$31.55	\$17.54

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52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

(e)

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Certified Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

* _____

*(To be completed at time of award)

CLAUSES INCORPORATED BY FULL TEXT

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>.

CLAUSES INCORPORATED BY FULL TEXT**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.

CLAUSES INCORPORATED BY FULL TEXT**252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)**

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200(ECC200) specification found within International Standards Organization (ISO)/ International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government's unit acquisition cost” means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number Item Description

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number Item Description

(If items as identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number _____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number _____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identified for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identified component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) _____, Unique Item Identified Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

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252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2015-O0013)(MAR 2015)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not -

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

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 USCENCOM 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 exercises designated by USCENCOM.

(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 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.

CLAUSES INCORPORATED BY FULL TEXT

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 vacating 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.

CLAUSES INCORPORATED BY FULL TEXT

252.229-7999 TAXES - FOREIGN CONTRACTS IN AFGHANISTAN (DEVIATION 2013-O0016)(JULY 2013)

(a) This acquisition is covered by the Agreement regarding the Status of United States Military and Civilian Personnel of the U.S. Department of Defense Present in Afghanistan with Cooperative Efforts in Response to Terrorism, Humanitarian and Civic Assistance, Military Training and Exercises, and other Activities, entered into between the United States and Afghanistan which was concluded by an exchange of diplomatic notes (U.S. Embassy Kabul note No. 202, dated September 26, 2002; Afghan Ministry of Foreign Affairs notes 791 and 93, dated December 12, 2002, and May 28, 2003, respectively), and entered into force on May 28, 2003.

(b) The Agreement exempts the Government of the United States of America and its contractors, subcontractors and contractor personnel from paying any tax or similar charge assessed within Afghanistan. The Agreement also exempts the acquisition, importation, exportation and use of supplies and services in the Republic of Afghanistan by or on behalf of the Government of the United States of America in implementing this agreement from any taxes, customs duties or other similar charges in Afghanistan.

(c) The Contractors shall exclude any Afghan taxes, customs duties or similar charges from its contract price.

(d) The Agreement does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghanistan law, contractors and subcontractors are required to withhold tax from the wages of these employees and to remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an individual's liability, not a tax against the Contractor or subcontractor.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

CLAUSES INCORPORATED BY FULL TEXT

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

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

“Detainee” means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

“Interrogation of detainees” means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

CLAUSES INCORPORATED BY FULL TEXT

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer

decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:*_____

Government Remittance Address [include point of contact and telephone number]:*_____

***TBD at Award**

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR)(OCT 2005)

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Patuxent River, NAS. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to Dave Kronenwetter, 1700 Webster Field Road, B8185, St. Inigoes, MD 20684. All losses are to have the permanent badges returned to Dave Kronenwetter, 1700 Webster Field Road, B8185, St. Inigoes, MD 20684 on the last day of the individual's task requirement.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit _A	CDRLs	23	
Attachment 01	DD254	3	20-JUN-2016
Attachment 02	QASP	11	
Attachment 03	Wage Determinations		07-DEC-2017
Attachment 04	Non-Navy IT Approval Form	1	
Attachment 05	RDT&E SOP	13	23-AUG-2017
Attachment 06	Small Business Subcontracting Plan	1	
Attachment 07	List of Key Personnel	1	
Attachment 08	List of Approved Subcontractors	1	
Attachment 09	OCI List	2	
Attachment P1	Reserved 1		
Attachment P2	Reserved 2		
Attachment P3	Reserved		19-OCT-2017
Attachment P4	Past Performance Information Form		
Attachment P5	Contractor Performance Assessment Questionnaire		
Attachment P6	Cost Summary Format		07-DEC-2017
Attachment P7	Fully Burdened Labor Rates		07-DEC-2017
Attachment P8	Labor Categories Hours by Location		07-DEC-2017

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.225-18

Place of Manufacture

MAR 2015

CLAUSES INCORPORATED BY FULL TEXT

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS - REPRESENTATION (JAN 2017)

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

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041,

6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government;

☐ Other. State basis._____

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt):

☐ Corporate entity (tax-exempt):

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$38.5M.

(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 clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ (i) Paragraph (d) applies.

☐ (ii) 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 clause 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) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017. Note to paragraph (c)(1)(xv): By court order issued on October 25, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xvii) 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 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals - Representation. This provision applies to solicitations that include the clause 52.204-7.
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II & 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 \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 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.

(xxv) 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.

[X] (ii) 52.204-20, Predecessor of Offeror.

[X] (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[X] (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

[X] (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)(1) The following representations or certifications in the System for Award Management (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) [252.222-7007](#), Representation Regarding Combating Trafficking in Persons, as prescribed in [222.1771](#). Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) [252.225-7042](#), Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) [252.225-7049](#), Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) [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.

(vii) [252.229-7012](#), Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(viii) [252.229-7013](#), Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) [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 website 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 Provision #	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.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)

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

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

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

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

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

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merge). The term "successor" does not include new

offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

Predecessor CAGE code: _____ (or mark "Unknown").

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

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(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 (FAPIIS) 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 FAPIIS as required through maintaining an active registration in the System for Award Management database at <http://www.acquisition.gov> (see 52.204-7).

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub.L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that --

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that --

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months,

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub.L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that --

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that --

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months,

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

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

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

(1) Means a small business concern --

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541330**.

(2) The small business size standard is **\$38.5M**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

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

The offeror represents that--

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

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

52.222-48 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (MAY 2014)

- (a) The offeror shall check the following certification:

CERTIFICATION

The offeror [] does [] does not certify that--

- (1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
 - (2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
 - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
 - (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and
 - (3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards statute--
- (1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or
 - (2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.
 - (c) If the offeror does not certify to the conditions in paragraph (a) of this provision--

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES—CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror [] does [] does not certify that--

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Labor Standards statute--

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision--

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS - REPRESENTATION (DEC 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior fiscal year.

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

(b) Representation. [Offeror is to check applicable blocks in paragraph (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporation Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage,

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATION (OCT 2015)

(a) Definitions. As used in this provision

"Person"--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and

provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) and (c)(3) of this provision does not apply if--

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

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.

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

252.209-7006 LIMITATIONS ON CONTRACTORS ACTING AS LEAD SYSTEM INTEGRATORS (JAN 2008)

(a) Definitions. Lead system integrator, lead system integrator with system responsibility, and lead system integrator without system responsibility, as used in this provision, have the meanings given in the clause of this solicitation entitled "Prohibited Financial Interests for Lead System Integrators" (DFARS 252.209-7007).

(b) General. Unless an exception is granted, no contractor performing lead system integrator functions in the acquisition of a major system by the Department of Defense may have any direct financial interest in the development or construction of any individual system or element of any system of systems.

(c) Representations.

(1) The offeror represents that it does ☐ does not ☐ propose to perform this contract as a lead system integrator with system responsibility.

(2) The offeror represents that it does ☐ does not ☐ propose to perform this contract as a lead system integrator without system responsibility.

(3) If the offeror answered in the affirmative in paragraph (c)(1) or (2) of this provision, the offeror represents that it does ☐ does not ☐ have any direct financial interest as described in paragraph (b) of this provision with respect to the system(s), subsystem(s), system of systems, or services described in this solicitation.

(d) If the offeror answered in the affirmative in paragraph (c)(3) of this provision, the offeror should contact the Contracting Officer for guidance on the possibility of submitting a mitigation plan and/or requesting an exception.

(e) If the offeror does have a direct financial interest, the offeror may be prohibited from receiving an award under this solicitation, unless the offeror submits to the Contracting Officer appropriate evidence that the offeror was selected by a subcontractor to serve as a lower-tier subcontractor through a process over which the offeror exercised no control.

(f) This provision implements the requirements of 10 U.S.C. 2410p, as added by section 807 of the National Defense Authorization Act for Fiscal Year 2007 (Pub. L. 109-364).

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW - FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-O0009)(FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 003-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that --

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further actions is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is award of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that --

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

252.225-7000 BUY AMERICAN STATUTE--BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (NOV 2014)

(a) Definitions. “Commercially available off-the-shelf (COTS) item”, “component”, “domestic end product”, “foreign end product”, “qualifying country”, “qualifying country end product”, “South Caucasus/Central and South Asian (SC/CASA) state”, “South Caucasus/Central and South Asian (SC/CASA) state end product”, and “United States”, as used in this provision, have the meanings given in the Buy American and Balance of Payments Program-Basic clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:

Line Item Number

Country of Origin (If known)

252.225-7020 TRADE AGREEMENTS CERTIFICATE - BASIC (NOV 2014)

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end products, as used in this provision have the meanings given in the Trade Agreements--Basic clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest exception has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end products":

Line Item Number	Country of Origin (If Known)
_____	_____
_____	_____

252.225-7035 BUY AMERICAN -- FREE TRADE AGREEMENTS -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE -- BASIC (NOV 2014)

(a) Definitions. "Bahrainian end product", "commercially available off-the-shelf (COTS) item", "component", "domestic end product", "Free Trade Agreement country", "Free Trade Agreement country end product", "foreign end product", "Moroccan end product", "Panamanian end product", "Peruvian end product", "qualifying country end product", and "United States", as used in this provision, have the meanings given in the Buy American-Free Trade Agreements-Balance of Payments Program-Basic clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Buy American--Free Trade Agreements--Balance of Payments Program--Basic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American --Free Trade Agreements--Balance of Payments Program--Basic clause of this solicitation, the offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(Line Item Number) _____
(Country of Origin) _____

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products or Peruvian end products:

(Line Item Number) _____
(Country of Origin) _____

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) _____
(Country of Origin (If known)) _____

**252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION OF SUPPLIES BY SEA
(AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**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

SECTION L

L – [1] INSTURUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS (SERVICES) (10 May 2017)

PART A GENERAL INSTRUCTIONS

1.0 GENERAL

The Offeror must respond to all requirements of the solicitation and not alter or rearrange the solicitation. The Offeror is advised that the Government may incorporate any portions of the Offeror's proposal into the resulting contract.

In presenting material in the proposal, the Offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization shall be emphasized during proposal preparation. Statements that the prospective Offeror understands, can comply with, or will comply with, the specifications, and paraphrasing the requirements or parts thereof without supporting information are considered inadequate by the Government, and may result in assessing weaknesses and/or deficiencies.

The Offeror must include any data that illustrates the adequacy of the various assumptions, approaches, and solutions to problems. Failure to address a specific factor or subfactor clearly may be considered a deficiency. Unnecessarily elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

The Government advises the Offeror that taking exception or deviating from any term or condition of the RFP may result in the assessment of a deficiency to the proposal.

Throughout these instructions, a "principal subcontractor" is defined as a subcontractor who provides at least 20% of the proposed total labor hours, for the contract or provides one or more Key Personnel. "JV Team member" is defined as one of the entities that make up a joint venture (JV) formed for the purpose of responding to this solicitation.

Questions: Offerors may submit questions requesting clarification of solicitation requirements by emailing the Contract specialist at charles.r.fields2@navy.mil and the Procuring Contracting Officer (PCO) at kristen.ferro@navy.mil. It is required that all questions be received within 10 calendar days of the date this solicitation is issued by 14:00. Questions received after 10 calendar days may not be answered prior to the proposal due date.

2.0 PROPOSAL FORMAT

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. 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 shall be presented in no smaller than a 10 pt. font and should contain a grid, which allows values to be read directly from the graph to the same accuracy that a 10 x 10 to the ½ inch grid provides. Graphic resolution, including such data as tables or charts, should be consistent with the purpose of the data presented.

The Offeror will provide one complete copy of the proposal to the Procuring Contracting Officer (PCO) as electronic files fully compatible with Microsoft 2010 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 for content and the Offeror's name. 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

The Offeror must present proposal information in a manner that facilitates a one-to-one comparison between the information presented and this Proposal Instruction. Proposal information must be structured such that its Volume/paragraph number matches the Proposal Instructions Volume/paragraph number provided in section “Part B Specific Instructions” to which it is responding, although the Offeror may add lower tier subparagraphs. The Offeror must provide reasons it will not provide information for a particular paragraph. The proposal information instructions are structured by paragraph numbers where first, second, third, and fourth parts correspond to the volume, book, section, and element, etc., in the Offeror’s proposal.

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 and table of contents pages do not count towards the page limit. Any pages submitted exceeding the page limit shall be disregarded and NOT evaluated.

Information submitted as an Annex to the proposal includes manuals, specifications, plans, procedures, and policies that exist as an official document of the company or facility, as well as other information requested in Part B Specific Instructions. Page limitations for Annexes, if any, are specified below. The authorized Annexes are summarized in the table below.

Volume Number	Volume Title	Page Limit	Copies Required
1	Technical Proposal		1 Original; 4 Paper Copies; 1 Electronic Copy
	Understanding of the Work/Sample Task	40 pages total	
	-Sample Task	30 pages	
	-Critical Tasking	10 pages	
	Workforce/Personnel Qualifications/Key Personnel	2 pages per resume	
	Management Approach	25 pages	
2	Past Performance	2 pages per Past Performance Information Form <i>or</i> 3 pages per Past Performance submission if a continuation page is utilized	
3	Price/Cost	No page limit	1 Original; 2 Paper Copies; 1 Electronic Copy
Annex # 1	Past Performance Supporting Documents	No page limit	1 Original; 1 Paper Copy; 1 Electronic Copy
Annex # 2	SB Subcontracting Plan	No page limit	1 Original; 1 Paper Copy; 1 Electronic Copy
Annex # 3	SB Utilization Strategy	No page limit	1 Original; 1 Paper Copy; 1 Electronic Copy

Each volume shall contain the following information:

- Cover and title page

- Title of proposal and proposal number as applicable
- Offeror's name, address, and POC
- RFP number
- Proposal volume/book number
- Copy number
- Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)
- Use tabs and dividers

The Offeror shall submit a Cross Reference Matrix (CRM) for the Technical Volume, similar to the example below, to help ensure that all solicitation requirements are addressed and to facilitate the evaluators' review of the Offeror's proposal. The CRM should be a single integrated matrix and cross-reference the proposal volumes and paragraphs to specific RFP requirements, as well as other parts of the proposal that contain relevant information. The Offeror's CRM may be identical to the example below or revised such as to add columns to indicate the page number on which information may be found, identify where other relevant information in the proposal is located, or provide other comments. The CRM does not count against any of the proposal page limitations.

EXAMPLE OF A CROSS REFERENCE MATRIX (CRM)

Section L – Proposal Instructions	Government PWS/SOW	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 PWS/SOW.	2.A	Provide reference to Offeror's Proposal Volume I – Technical. Example: Refer to appropriate page number in Offeror's written proposal	
Volume 1 Technical				
Volume 1 Technical				

4.0 PROPOSAL SUBMISSION:

Clearly mark all packages with the solicitation number. The submission date for all Volumes shall be no later than the date and time specified in Block 9 of the SF 33 of the RFP.

Offeror shall hand carry or submit proposals via United States Postal Service (USPS) or through a commercial carrier. Proposals hand carried or sent via Commercial methods shall be delivered, attention Charles Fields and/or Kristen Ferro to the address below.

NAWCAD

Code: AIR-2.5.1.2.5 (Charles R. Fields)

47060 Liljencrantz Road, Building 433

Patuxent River, MD 20670

Solicitation Number: N00421-16-R-0072

Proposals submitted via USPS shall be delivered, attention Charles Fields and/or Kristen Ferro, to:

NAWCAD

Code: AIR-2.5.1.2.5 (Charles R. Fields)

21983 Bundy Road, Building 441

Patuxent River, MD 20670
Solicitation Number: N00421-16-R-0072

Offeror shall not submit proposals by facsimile or electronically via email.

5.0 PROPOSAL PACKAGING:

The Offeror shall package the proposal volumes in cartons or equivalent packaging containers in the most efficient manner possible grouping like volumes to the maximum extent possible. Each container shall be single person portable. One container shall include all Original Proposal volumes including the original/signed documents submitted as part of Volume 3 Cost/Price.

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 www.FedBizOpps.gov.

PART B SPECIFIC INSTRUCTIONS

Cost or pricing information shall only appear in Volume 3, and Annexes 2 and 3.

1.0 VOLUME 1: TECHNICAL

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

- Understanding of the Work/Sample Task
- Workforce/Personnel Qualifications/Key Personnel
- Management Approach

1.1 Understanding of the Work/Sample Task

1.1.1 Critical Tasking:

-Provide a written narrative of the Offeror's understanding and proposed capability to perform the requirements of the following Performance Work Statement (PWS)/Statement of Work (SOW) tasks:

The narrative shall address the PWS/SOW paragraph items listed in the Table below.

PWS/SOW	Understanding of the Work Items to Address
3.1.1	Discuss approach to inspection of failed systems to determine specific interface or operational deficiencies and how to repair applicable systems. What actions are taken and what activities are conducted for equipment level preventive and/or corrective maintenance.

3.1.3	Discuss approach to analyze and optimize equipment performance using maintenance data of systems/subsystems to make recommendations on being mounted or installed in facilities, and military or commercial vehicles.
3.1.5	Discuss understanding with validating equipment performance and reliability, maintainability, and availability data to prepare and recommend new performance baselines.
3.2.3	Discuss approach to analyzing required readiness levels and ensuring logistics factors associated with achieving required readiness levels are addressed.
3.2.8.1, 3.2.8.2 & 3.2.8.5	Discuss experience delivering in-service systems/subsystems training courses; describe types of training delivered and how efficiency efforts were utilized. Define approach to developing course curriculums based on train the trainer and user training requirements and approach to Conduct in-house, on-site, and ad-hoc training as required to support SCMS Division user training needs.
3.3.3	Discuss experience in and approach to maintaining/updating physical configuration records for reviews and audits.
5.0	Discuss planned process to procure incidental equipment and hardware including inventory management and experience using the Federal Stock System. Discuss approach to identifying quantity and schedule requirements, including requirements for spare parts support.

1.1.2 Written Response to Sample Task

ORGANIZATION OVERVIEW

The Naval Air Warfare Center Aircraft Division (NAWCAD) Special Communications Missions Solutions (SCMS) Division operates as an organic systems integrator. As such the daily interactions between SCMS and its contracted vendor, relies on open and frequent communication between the vendor and the individual Government Project Lead (GPL) assigned to complete the work. The nature of the SCMS customers and the speed of technology dictate an evolutionary approach to system requirements definition, solution definition, integration, delivery and support. The typical cycle for an SCMS project is 6 to 24 months which demands a highly tailored acquisition and implementation approach. Towards that end, the vendor will be the entry point for customer interface through the use of Field Technical Units (FTUs) under this contract and will be asked to interface with customers to develop requirements, designs and support requirements. However, the vendor will not be responsible for final decisions and action taken to implement recommendations – this will rest with the SCMS GPL. Due to changes in requirements, technology and other external factors during the project lifecycle the product delivered is often different from initial design. The vendor will be responsible for supporting the government in developing and updating requirements, designs, integration plans, and support plans throughout the project lifecycle. The final product in any effort will result from an iterative approach involving updates to user requirements, material solutions and support requirements. This sample task is to be approached from the perspective that the vendor has a very active role supporting the government in the development of documentation and will be relied upon to provide reliable, accurate and timely documentation and the workforce to conduct the physical labor. However, the GPL will be responsible for collaborating with vendor, customer and approving work to commence and/or continue. The goal of this sample task is to determine that a vendor not only has skillsets in the domains identified by the PWS/SOW, but also understands the SCMS/vendor/customer paradigm as well as the compressed and tailored approach required.

SCENARIO BACKGROUND

The NAWCAD, SCMS Division has been tasked to provide quick reaction support to design/develop and implement an urgent Engineering Change Proposal (ECP) and to provide Life Cycle Support for an upgrade on a Special Operations Forces C5ISR vehicle system that is deployed worldwide. The C5ISR vehicle provides mobile networking, voice, video and blue force tracking capability utilizing HF to Ku band communication devices. The platform is a standard High Mobility Multi-purpose Wheeled Vehicle (HMMWV), part number XM-1152A1 with shelter, part number Gichner 1497B. There are 10 in Baghram, Afghanistan; 10 in Stuttgart, Germany; 10 in Sigonella, Italy and an additional 100 systems in the Continental United States (CONUS). The CONUS systems are located as follows: 20 at Fort Bragg, NC; 20 at NAB Little Creek, VA; 20 in Washington, DC; 20 in NAB Coronado, CA; 10 in El Paso, TX and 10 in Fort Walton Beach, FL.

Assume SCMS operates FTUs within 50 miles of Stuttgart and the CONUS locations. This ECP is an upgrade to the existing KU band system on these vehicles that were originally fielded by SCMS through one of its mobile vehicle integration contracts. The current 2.4 meter KU dish including transceiver, multiplexer (MUX), and interface will be replaced by a 1.2 meter Time Division Multiple Access TDMA based solution including dish, Block up Converter (BUC), modem and interface. Describe your technical approach for developing requirements, engineering design, and integration and support requirement/plans. Include considerations regarding testing, risk, personnel, documentation and material acquisition if they exist. Identify key stakeholders, task management supporting SCMS and any interactions necessary or helpful during the tasking.

- (1) Team - Identify the contractor team members that need to participate in the effort; and if applicable, describe the roles and responsibilities of any subcontractors, and/or JV team members required to perform the work.
- (2) Assumptions - Detail all assumptions (as applicable) relative to the sample task and your technical approach to ensure full understanding of your response by the Government.
- (3) Technical Approach - Provide a detailed description of the technical approach including a step-by-step procedure and methodology which would be used in accomplishing the task.
- (4) Performance Risk Analysis - Identify contingent events inherent to the nature of the effort that could, if they were to occur, endanger satisfactory performance. Focus on critical events that are realistically likely to occur and that would pose serious problems (do not try to identify every event that could cause some minor difficulty).
- (5) Work Breakdown Structure/Integrated Master Schedule - Provide a detailed schedule of events and briefly describe each activity with its inputs and outputs and the interrelationships and interdependencies among the activities.
- (6) Models & Tools - Identify the models and / or other tools that would be utilized to perform the task.
- (7) Identify process to track progress towards completion of task.
- (8) Reports - Provide a list of recommended reports(s) to document the task.
- (9) Level of Effort - Provide an outline of hours by labor category required to complete this task; do not include cost.

1.2 Workforce/Personnel Qualifications/Key Personnel

Workforce - Key Personnel Resumes

The Offeror shall propose personnel that meet all labor category requirements. Personnel must also have the required minimum level of security clearance as outlined within the solicitation. The offeror shall submit a statement agreeing that all personnel requirements, inclusive of non-key personnel, shall be met throughout contract performance.

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.

Labor Category Information. The offeror shall propose in accordance with the labor categories and minimum labor qualifications provided in the PWS/SOW.

For all proposed current or contingent Key Personnel, provide a resume of the work assignments, training, etc., that demonstrates the experience and specialized qualifications of each key person proposed. Resumes shall contain, at a minimum, the following information:

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

The Government may check educational background to verify degrees or certifications received.

If the qualification (i.e. education, experience) does not readily or easily compare to the minimum qualification stated in the PWS/SOW, the offeror shall provide an explanation as to the equality of the proposed qualification to meet the minimum qualification.

1.3 Management Approach:

The Offeror's management approach shall address the following:

1.3.1 Overall Management Approach

1.3.1.1 Adequacy of corporate management and resources to support the technical requirements of the solicitation.

1.3.1.2 Proposed management roles of the Offeror's proposed workforce and the lines of responsibility, authority, and communication through which the tasks will be managed for this requirement;

1.3.1.3 Procedures to be taken to ensure quality and cost control;

1.3.1.4 Description of the plan for hiring and retaining qualified personnel in all labor categories, to include how the offeror will ensure personnel have the security clearances within the required timeframe, that personnel meet the experience and education requirements as detailed in the personnel labor category description;

1.3.1.5 Subcontract Management detailing how each subcontractor will be integrated and managed to ensure cohesive integration into the overall management approach; and

1.3.2 Transition Plan: The Government anticipates a 60-day transition period. The services under this solicitation are vital to the Government and must be continued without interruption. The Offeror is required to submit a written narrative delineating a transition plan that ensures a smooth workplace changeover from an incumbent with no loss of service and minimal loss of corporate knowledge. The plan should take into consideration the following elements as well as any additional elements deemed necessary by the Offeror:

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

Identify any risks that may impact successful performance and actions required to mitigate the risks.

1.3.3 Small Business Utilization Strategy:

1.3.3.1 Small Business (SB) Utilization Strategy: The Small Business Utilization Strategy shall be submitted as Annex 3. All Offerors shall describe their strategies for utilizing SB Concerns in the performance of this contract, whether as a JV, teaming arrangement, or subcontractor to achieve a Government established Small Business Participation goal of no less than 25% of the total contract value, inclusive of options. Small business offerors should include themselves in addressing their strategies. Although the aforementioned stated goal represents the Small Business category, offerors shall include goals for not only Small Business, but also for Small Disadvantaged Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, and Women-Owned Small Business. All goals shall be presented in both dollars and percentages in relation to total contract value. This strategy is separate from, but shall be consistent with, the SB Subcontracting Plan, if such a Plan is required.

1.3.3.2 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 2, unless there is an already approved comprehensive SB Plan. The Subcontracting Plan of the successful Offeror(s) will be reviewed and approved by the PCO prior to contract award. See FAR 19.702(a) (1) Statutory Requirements, regarding failure of the apparent successful Offeror to negotiate and submit a Subcontracting Plan acceptable to the Contracting Officer. The successful Offeror's approved Subcontracting Plan will be incorporated into the resultant contract.

2.0 VOLUME 2: PAST PERFORMANCE

2.1 General

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.

The Offeror shall complete the Past Performance Information Form, Attachment P4, for each past performance reference 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. 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. Additionally, the Offeror shall provide one electronic copy of the Performance Work Statement/Statement of Work for each contract reference as Annex 1 to this Past Performance Volume.

The primary source of past performance information will be PPIRS. If a Contractor Performance Assessment Report (CPAR) exists for multiple years for the same contract/order, all periods of performance within the recent period specified above, for that contract/order, will be used for evaluation. In the event a CPAR does not exist for a past performance reference, the Offeror shall submit a Contractor Performance Assessment Questionnaire (CPAQ), Attachment P5, to the Program Manager who is the Assessing Official. The Offeror shall include instructions for the Program Manager to send completed questionnaires within two weeks of its receipt via e-mail to Charles R. Fields, Contract Specialist, at Email charles.r.fields2@navy.mil or via fax number 301-995-1575, thereby allowing the customer approximately two weeks to complete their response. All CPAQs should be received by the Government concurrently with the Offeror's proposal submission.

3.0 VOLUME 3: PRICE/COST PROPOSAL

-If subcontractors are proposed, they shall provide the same information required for the prime contractor, unless otherwise noted below.

3.1 Volume Content:

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

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

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

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

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

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

3.2 Ground Rules and Assumptions:

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

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

3.3 Price/Cost Information:

Offerors shall submit their fully completed cost/price proposal utilizing the Cost Summary Format (Attachment P6). The spreadsheet shall be formatted on letter size (8.5 X 11) paper and shall be unprotected and unlocked, with

formulae intact to show mathematical operations. The Offeror shall use the CLIN Summary tab to breakout total proposed costs by CLIN.

Complete Attachment P7, (Fully Burdened Labor Rates); detailing the fully burdened labor rates for all prime contractors and their subcontractor personnel. Fully burdened labor rates are defined as direct labor rates plus all applicable burdens, to include indirect rates, fee, and subcontractor pass-through costs where applicable. For subcontractor labor, the fully burdened labor rates shall be inclusive of any pass-through charges (e.g., subcontractor handling, fixed fee on subcontractor labor, etc.) applied by the prime contractor. Proposed fully burdened labor costs may be subject to the NAVAIR labor tripwire identified in Section M. Offerors that propose a fully burdened per employee labor cost exceeding the labor tripwire shall provide rationale in their cost proposal narrative section that justifies the reasonableness of the tripwire cost for the applicable employees.

(a) Reasonableness and Consistency between the Technical and Price/Cost Volumes. Demonstrate that the unit prices and the total proposed price/cost are reasonable, realistic, and commensurate with the work required by the solicitation and the technical and management approaches identified in the Technical Volume of the proposal. Show traceability with the CLINs, PWS/SOW, proposed effort, and prices/costs. Refer to specific sections in the Technical Volume as needed to illustrate the consistency between the Price/Cost Volume and the Technical Volume. The Offeror shall explain any inconsistency between promised performance and price/cost, as well as any appearance of unbalanced pricing, in the proposal.

(b) 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.

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

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

(d) Except for FFP type of CLINs (e.g., CPFF, CPIF, or CPAF) under the solicitation, the Offeror shall fully disclose the buildup of cost/price of each priced CLIN.

(e) When completing the Cost Summary Spreadsheet (Attachment P6), the Offeror shall not utilize any fully burdened hourly rates when pricing the labor of its employees.

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

(g) This solicitation is, and the resulting contract will be, subject to the Service Contract Act of 1965, as amended, and to FAR clause 52.222-41, contained in Section I of this solicitation. Offerors shall propose employee's wages in accordance with the attached Wage Determination. As part of the cost/price proposal, the Offeror shall furnish the names of the proposed labor categories and the corresponding labor categories from the attached Wage Determination as well as documentation of compliance with the minimum monetary wages and fringe benefits for service employees as specified in the Wage Determination (provided as an attachment in Section J of this solicitation). Offerors are required to submit a total compensation plan setting forth salaries and fringe benefits proposed for employees (including temporary and part time employees) who will work under the contract and are subject to the Act, and explain how the compensation plan complies with the Service Contract Act. Offerors are reminded that in accordance with FAR clause 52.222-43, proposals shall not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

If the Offeror's proposed employees are under a collective bargaining agreement, the Offeror shall provide a copy of the agreement.

(h) 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:

- Direct labor rates by category. The Offeror is 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, use of uncompensated overtime, pools to which indirect rates are applied, historical /provisional billing rates for indirect rates for the last 3 years and description, and amount of proposed other direct costs. 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 ODCs CLIN.
- Escalation on labor. Offerors, including subcontractors, shall address escalation for all Non-SCA 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 the option periods.
- Indirect costs (e.g., Overhead, Fringe Benefits, General & Administrative (G&A), etc.)
- Information needed to explain the offeror's estimating practices
- Profit/Fee: 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.
- Other Direct Costs (ODCs) by specific cost element (e.g., Travel and 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 Cost Reimbursable ODC CLINs in Section B.
- When the Offeror elects to claim Cost of Money (COM) as an allowable cost, the Offeror must submit a COM form and show the calculations of the proposed amount.

3.4 Total Professional Compensation Plan:

The Offeror shall provide a Total Compensation Plan in accordance with FAR 52.222-46 for each proposed professional employee. The Plan shall include, but not limited to, the following items:

- (1) The proposed direct labor rate for each professional employee proposed;

(2) The total cost of the proposed fringe benefits package for each professional employee proposed, including:

(a) 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

(b) 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

(3) 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 Government's estimate for ODCs for the prime and all subcontract efforts, unburdened is listed below:

Year	Travel	Material	Total
1	\$948,806	\$3,074,747	\$4,023,553
2	\$732,841	\$3,224,501	\$3,957,342
3	\$767,613	\$3,377,498	\$4,145,111
4	\$803,129	\$3,533,769	\$4,336,898
5	\$1,089,410	\$3,693,405	\$4,782,815

The Offeror shall utilize the above Not-to Exceed Amounts provided by the government for ODCs and include all applicable burdens. If it is the Offeror's accounting practice to apply (and invoice for) burdens with regards to ODCs, then the Offeror shall propose the ODC amount plus the addition of the applicable burdens. If the Offeror chooses not to burden ODCs, then the Offeror shall propose an H-clause to identify this special term and condition. (NO FEE SHALL BE APPLIED TO ODCs).

3.5.2 Labor Hours

The Government estimate is 1,012,800 hours for the entire work effort, inclusive of options. A work-year is defined as 1,920 hours exclusive of holidays and leave. For proposal purposes, the Offeror shall propose the labor categories/hours by location as outlined in Section J, Attachment P8. For proposal purposes, when Danger Pay has been identified in Attachment P8, the Offeror shall base Danger Pay on a travel location in Kuwait.

3.5.3 Incumbent Information

The incumbent contractors are:

*BAE SYSTEMS
Craig DeDecker
23481 Cottonwood Parkway
California, MD 20619*

The incumbent subcontractors are:

AVI Systems, Inc., BOSH Global Services, DRS Technologies, Inc., Global Services Corp, M.C. Dean, Inc., Sierra Management & Technologies, Inc.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2016
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2017) -Alternate I	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preadward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
252.215-7008	Only One Offer	OCT 2013
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011

CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST <https://assist.dla.mil/online/start/>;
- (2) Quick Search <http://quicksearch.dla.mil/>;
- (3) ASSISTdocs.com <https://assist.dla.mil/wizard/index.cfm>.

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard <http://assist.daps.dla.mil/wizard>;
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Performance Based/Non-Performance Based (PB/Non-PB), Cost Plus Fixed Fee (CPFF), Single Award Indefinite Delivery Indefinite Quantity (SAIDIQ) contract resulting from this solicitation.

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high- quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high- quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

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 **Kristen Ferro, AIR-2.5.1.2.0, 47060 Liljencrantz Road, Building 433, Patuxent River, MD 20670, kristen.ferro@navy.mil**.

(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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:

47060 Lijencrantz Road, Building 433, 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.

5252.215-9503 ANTICIPATED AWARD DATE (NAVAIR)(FEB 1995)

The anticipated award date for this requirement is 30 May 2018. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

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])

[21983 Bundy Road, Building 441, Patuxent River, MD 20670]

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer's protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal.

Section M - Evaluation Factors for Award

SECTION M

M - (1) EVALUATION FACTORS FOR AWARD (SERVICES) (10 May 2017)

PART A: GENERAL INFORMATION

1.0 GENERAL

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

2.0 EVALUATION PROCESS

For all the Technical factor(s) and subfactors, combined Technical/Risk rating will be assigned. This method reflects whether the proposal meets or does not meet the minimum requirements along with an assessment of the strengths, weaknesses, significant weaknesses, and deficiencies of the proposal to determine the combined Technical/Risk rating. The benefit to the Government associated with assessed strengths along with technical risk will be considered in determining whether the Offeror's proposal rises to a level of being thorough or exceptional. Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. Offerors are advised that during the evaluation process, a technical factor or subfactor with an “Unacceptable” Technical/Risk Rating may result in the entire proposal being found unacceptable and eliminated from the competition.

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

3.0 EVALUATION FACTORS FOR AWARD

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

TECHNICAL

1. Understanding of the Work/Sample Task
2. Workforce/Personnel Qualifications/Key Personnel
3. Management Approach

PAST PERFORMANCE

PRICE/COST

Factors are listed in descending order of importance. The technical subfactors are also in descending order of 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/Sample Task:

Sample Task: The Government will evaluate the Offeror's sample task responses to determine if the proposed approach Sample Task meets the sample task requirements based upon the information provided in response to the instructions provided in Section L.

Critical Tasking: The Government will evaluate the Offeror's understanding of the work based on the information provided as required by Section L of this solicitation. The Government will evaluate the Offeror's proposed capability to meet contracts requirements based upon the information provided in response to the instructions provided in Section L.

1.2 Workforce/Personnel Qualifications/Key Personnel:

The Government will evaluate all proposed Key Personnel and the supporting information to determine if they meet the minimum qualification requirements. In addition, Key Personnel proposed to be utilized in the performance of this effort, whose labor qualifications exceed the minimum requirements in such areas as education, experience, and security clearance levels, may be considered a strength.

1.3 Management Approach:

The Government will evaluate the Offeror's proposed management approach based on the information required by Section L of this solicitation. The management approach will be evaluated to assess the Offeror's ability to plan, manage, staff, and execute the contract and the extent to which any proposed processes and procedures ensure successful accomplishment of the tasks described in the PWS/SOW.

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, and SBIR and STTR Program, 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.

Prospective offerors are forewarned that utilization of excessive principal subcontracting/JV team members may be considered as additional proposal risk. Excessive principal subcontracting/JV team members is considered as any offeror whose team includes more than 2 principal subcontractor/JV team members.

2.0 PAST PERFORMANCE

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

The second aspect of the past performance evaluation is to evaluate how relevant the past performance being evaluated is to the requirements of this solicitation. Meeting all of the following criteria will result in a rating of Very Relevant. The Government will use the following aspects to determine relevancy for this evaluation:

Scope/Complexity/Magnitude	Description of Work
Scope:	
C5ISR In-Service & Engineering Support, PWS/SOW 3.1	Services to assess and report on the operational readiness and provide short-term and long-term solutions to in-service C5ISR systems.
C5ISR In-Service & Engineering Support, PWS/SOW 3.1	Quick reaction (less than 5 business days) specialized technical system support teams to effect complex overhauls which may include repair, upgrade, maintenance or training.
Complexity:	
Simultaneous operations	Simultaneous operations at 5 or more sites.
Support for multiple customers	Support the Government in providing service to a variety of customers simultaneously.
Magnitude:	
Dollar value	Contract total value between \$50M and \$100M; annual contract value between \$10M and \$20M.
Contract term	Contracts with a term of five years or contracts with a term of less than five years with a similar annual contract value and complexity.

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

3.0 PRICE/COST

Cost Reimbursement CLINs:

Except for otherwise unacceptable proposals when awarding on initial proposals, the Government will perform a cost realism analysis to determine the Most Probable Cost (MPC) for each applicable offeror's proposal. Cost realism analysis is the process of independently reviewing and evaluating specific elements of each Offeror's proposed cost to determine whether the proposed cost is realistic for the work to be performed and are consistent with the unique methods of performance and materials described in the Offeror's technical proposal. In conducting its cost realism evaluation, the Government may review the prospective Offeror's proposed labor categories and compare the proposed rate to the average labor rate in industry or other similar rates within the same demographic zone where the work is to be performed. Pertinent cost information, including but not limited to DCAA-recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government determination of the MPC for the performance of this contract. In addition, adjustments to the cost portion of the offer may be made to include Government costs required to accomplish the Offeror's

proposed approach (e.g., additional Government-Furnished Property/Government-Furnished Information required by the Offeror to implement its approach) with the exception of those costs to the Government that are equal to all Offerors. 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. Contract awarded value will be based upon the successful Offeror's proposed costs.

Unrealistically low costs or inconsistencies between the technical and cost proposals may be assessed as *proposal risk and* could be considered weaknesses under the technical factor. Therefore, any inconsistency, whether real or apparent, between the technical proposal and cost proposal should be explained in the narrative section of the cost/price proposal.

Total Professional Employee Compensation Plan:

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

Price/Cost Reasonableness

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

Overall Summary Level for all CLINs

Normally, competition establishes price reasonableness. 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 required to provide certified cost and pricing data in accordance with FAR 15.403-4.

Prospective Offerors are forewarned that if there are discrepancies between Section B, Attachment (P6), and Volume 3 Narrative, Section B prevails.

4.0 EVALUATION OF OPTIONS

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

PART C: EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS

The definitions below will be used by the Government when assessing solicitation compliance and the expected results of the Offeror's proposed approach.

1.0 EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS

The definitions below will be used by the Government when assessing solicitation compliance and the expected results of the offeror's proposed approach. The appropriate adjectival rating will be assigned to each factor and subfactor, as required. The Government will utilize a combined technical/risk rating for this effort.

2.0 TECHNICAL EVALUATION RATINGS

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

	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.

Technical Risk Ratings: The risk rating assignments reflect the Government's assessment of potential for disruption of schedule, increased cost, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance associated with the Offeror's technical approach.

Rating	Description
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 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.

3.0 PAST PERFORMANCE RELEVANCY RATINGS

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

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

4.0 PERFORMANCE CONFIDENCE ASSESSMENT RATINGS

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

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

Rating	Description
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
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.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

5.0 OTHER DEFINITIONS

Strengths: An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance. (FAR15.001)

Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance. (FAR 15.001)

Deficiency: a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level. (FAR 15.001)

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

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

Risk: as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

COST REALISM

5252.215-9511 COST REALISM (Variation) (November 2017) (NAVAIR)

(a) Except for otherwise unacceptable proposals when awarding on initials, efforts proposed on a cost reimbursement basis shall be evaluated using cost realism. Cost realism analysis is conducted to determine what the Government should realistically expect to pay for the proposed effort, the offeror's understanding of the work and the offeror's ability to perform the work. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs may be considered a reflection of a lack of understanding of the work required and may be considered in the technical analysis, which could affect the technical rating or risk assessment.

(b) An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost/price should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb certain costs, the offeror shall fully identify and explain those company investments. The resulting contract shall include a clause indicating that those costs will not be allowable.

(c) Any significant inconsistency if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and its financial ability to perform the contract, and may affect risk assessments and responsibility determinations.