

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   98		
2. CONTRACT NO.		3. SOLICITATION NO. N0042122R0164	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAWCAD PROCUREMENT GROUP 21983 BUNDY ROAD, BLDG 441 PATUXENT RIVER MD 20670			CODE N00421	8. ADDRESS OFFER TO (If other than Item 7)		CODE		
			<b>See Item 7</b>		TEL:	TEL:		
					FAX:	FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS		
<b>11. TABLE OF CONTENTS</b>								
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<b>OFFER (Must be fully completed by offeror)</b>								
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	
<b>AWARD (To be completed by Government)</b>								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM	
					(4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7)				CODE	25. PAYMENT WILL BE MADE BY			
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA		28. AWARD DATE	
TEL: EMAIL:					(Signature of Contracting Officer)			

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

Section A - Solicitation/Contract Form

GOVERNMENT POINTS OF CONTACT

Contract Specialist: Kelsey Buell

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

Procuring Contracting Officer: Rhonda Garcia

E-mail: [rhonda.g.garcia2.civ@us.navy.mil](mailto:rhonda.g.garcia2.civ@us.navy.mil)

VERBIAGE AND TERMINOLOGY

For clarification purposes, throughout this solicitation, Cost-Plus-Fixed-Fee (CPFF) Term and CPFF Level of Effort are used interchangeably for CPFF Labor CLINs.

PRODUCT SERVICE CODE

The basic contract of this Single-Award Indefinite Delivery/Indefinite Quantity, CPFF, and Cost Reimbursable vehicle will have an associated Product Service Code (PSC) of R425, Engineering and Technical Services.

CONTRACT TYPE

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

SECURITY CLEARANCE REQUIREMENTS

Top Secret facility clearance is required at time of proposal submission. All personnel are required to have a minimum of a Secret clearance at task order award. Task orders will specify the exact labor categories, security level (secret or top secret) and number of employees required to have the specified clearance levels.

LABOR CATEGORY INFORMATION

This is NOT a Service Contract Labor Standards Contract.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor - In support of SOW CPFF Services in accordance with Section C, Statement of Work (SOW) FOB: Destination PSC CD: R425		Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ODC - Travel - In support of SOW COST ODC Travel in support of CLIN 0001 in accordance with Section C, SOW, and 5252.232-9509 Travel Approval and Reimbursement Procedures. FOB: Destination PSC CD: R425		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	ODC - Material - In support of SOW COST ODC Material in support of CLIN 0001 in accordance with Section C, SOW and C-TXT-242.9515 Procedures and Approvals Required Prior to Incurring Direct Material Costs FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Technical Data Not Separately Priced Technical Data in support of Labor and ODC CLINs. NSP Data in support of SOW. FOB: Destination				

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NET AMT

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The level of effort estimated to be ordered during the term of this contract is **753,408** 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.

(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.

B-1

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

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

i. The TO fixed fee is calculated using Section G Clause 5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR).

ii. Ceiling for ODCs will be priced in accordance with the Government estimate.

iii. TOs crossing multiple years will be estimated by the Government using the Hourly Burdened Composite Labor Rates for each year in proportion to the Period of Performance (PoP) of the TO.

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

i. If the Contractor agrees that it can perform the TO within the parameters of the IGCE, they will sign and return the DD 1155 to the contracting officer. If the requirement remains valid, a priced order will be issued to the Contractor; or

ii. If the Contractor does not agree with the TO and/or IGCE, the Contractor shall acknowledge its disagreement within three (3) working days. Additionally, a proposal shall be submitted to the contracting officer within five (5) working days of receipt of the TO and IGCE, addressing only the specific areas of difference in labor categories and/or hours in the IGCE. Once the differences are resolved between the contracting officer and the Contractor, and the requirement remains valid, a priced order will be issued to the Contractor.

(3) Rate Tables

(a) Hourly Burdened Composite Labor Rates – TBD at contract award

**B-2 LABOR FEE:**

**CPFF Labor Term** - Fixed fee will be calculated based on fee per hour and in accordance with 5252.232-9510 Payment of Fixed Fee (NAVAIR)(OCT 2005). The fee per hour is the total fee proposed for all periods divided by the total number of hours for all years (753,408). The CPFF Labor Term fee per hour is \$ [TBD at contract award]. Applicable to CLIN 0001.

## Section C - Descriptions and Specifications

### STATEMENT OF WORK

#### **1 Introduction**

##### **1.1 BACKGROUND**

The Naval Air Warfare Center Aircraft Division (NAWCAD) Digital Analytics Infrastructure and Technology Advancement (DAiTA) Group Warfare Effectiveness Department (WED)(formerly known as the Mission Engineering Analysis Department) provides analysis, development, sustainment of permanent flight clearance data products, materials to support the fleet introduction of updated or new weapon systems, development of training materials and curriculums, and subject matter expertise to support fleet introduction and “train the trainer” activities.

The WED Weaponing Integration Naval Air Training and Operating Procedures Standardization (NATOPS) and Naval Aviation Technical Information Product (NATIP) (WINN) team provide Permanent Flight Clearances (PFC), which come in the form of NATOPS and NATIP or specific Airworthiness and CyberSAFE Office approved products that are determined to be equivalent to NATOPS and NATIP (e.g., F-35 Flight Series Data). The NATOPS provides standardized aircraft operating procedures, limitations, technical data, and training requirements necessary for safe and effective operation of the aircraft model or aviation support activity. The NATIP provides critical technical data and limitations for all weapons, weapon systems, avionics, and mission systems required to enable operator to safely and effectively employ the aircraft weapon and mission systems.

Due to increased complexity of aircraft systems and tactics, and production milestone requirements for Fleet Introduction Presentation and “train the trainer” instructor training materials (including mission planning, safety-of-flight, tactical execution, and in-flight guides), advanced training activities are needed to allow integration and effective employment by Fleet aircrew.

##### **SCOPE**

This contract is to address advanced aircraft platform weapons systems employment and permanent/interim flight clearance product requirements affected by store and platform software changes to allow effective employment of combat systems by Fleet aircrew. These efforts include translation of existing and new Original Equipment Manufacturer/Government source materials to create new NATOPS and NATIP products and maintaining published products' currency. The scope of this effort encompasses the following general activities:

- (1) NATOPS, NATIP, weapon and mission system Component Manual Production and Configuration Management- Analysis, review, definition and execution of formally documented Naval Air Systems Group (NAVAIR) and other command processes to create and sustain effective technical information products to support Fleet tactical system employment.
- (2) Fleet liaison / subject matter expertise to ensure consistent and complementary technical and tactical information flow between NAVAIR and Fleet centers of excellence for aviation training and tactics development.
- (3) Platform software and new systems Introduction and Train the Trainer presentation development and delivery to aircrew at Fleet centers of excellence for aviation training and tactics development and Fleet concentration centers.
- (4) Subject matter expert technical support to instructors, acquisition offices, and the fleet community on the introduction and deployment of new and/or upgrades of weapon systems.

This contract is a single award indefinite delivery / indefinite quantity contract to support the mission of NAWCAD, the DAiTA Group and the Warfare Effectiveness Department. Specific requirements will be derived from the scope of this SOW and documented through individual Task Orders (TO). Task Orders are expected to be issued as cost plus fixed fee non-performance based level of effort. Orders will consist of short term and long term level of effort staffing support and defined project/program activities.

## **2 Applicable Documents**

The following documents are applicable to the SOW as specified herein. This list is for reference only and defines the most common documents, policies, specifications that may be applicable in the performance of the duties defined within this SOW. The Contractor shall utilize and adhere to these documents, and any updates or revisions to them, in satisfying the technical requirements in Section 3.0. In the case of an inconsistency between the industry standards referenced herein and the Government documents referenced below, the Navy/DoD standard will always take precedence. Additional documents may be identified at the individual TO level. Copies of federal and military specifications, standards, and handbooks are available from the Standardization Document Order Desk, 700 Robbins Avenue, Building #4, Section D, Philadelphia, PA 19111-5094.

### **2.1 Referenced Documents**

#### **2.1.1 Federal / DOD / Military Documents**

Joint Travel Regulation (JTR)

DODM 5200.01 – DoD Information Security Program: Controlled Unclassified Information (CUI)

DODM 5220.22-M – National Industrial Security Program Operating Manual (NISPOM)

DODD 5230.24 – Distribution Statements on Technical Documents

#### **NAVY Documents**

EKMS-1b - Electronic Key Management System (EKMS) Policy and Procedures for Navy EKMS Tiers 2 & 3

NASPAXRIVINST 5100.12C Traffic Safety Program

NASPAXRIVINST 5100.35D – Safety and Occupational Health Manual

NASPAXRIVINST 12610.7H – Employee Reporting Procedures during Emergencies

OPNAVINST 3440.17A – Navy Installation Emergency Management Program

OPNAV 5239/14 SAAR-N – System Authorization Access Request Navy (SAAR-N)

OPNAVINST 5239.1D- US Navy Cybersecurity Program

NASPAXRIV 5510.15Q- Base Access Regulation

SECNAVINST 5100.13E – Navy Tobacco Policy

SECNAV M-5510.30 – Personnel Security Program

SECNAV M-5510.36 – Information Security Program

SECNAVINST 5510.36- DoN Information Security Program (ISP) Regulation

OPNAVINST 5530.14E Navy Physical Security and Law Enforcement Program

NASPAXRIVINST 3440.17A- Installation Emergency Management Program

NASINST 4010.5B Hazardous Material Control and Management Plan

NASINST 5100.35C Occupational Safety and Health Manual

NASINST 11320.1N Fire Bill

OPNAVINST 3510.15 series, Naval Tactics, Techniques and Procedures (Air NTTP) Manuals and

Naval Aviation Technical Information Product (NATIP) Program

OPNAVINST 3710.7 NATOPS General Flight and Operating Instructions Manual

NAVAIRINST 13034.1 series, NAVAIR Airworthiness and CYBERSAFE Process Manual

Program Management Guide

NATIP Style Guide

Flight Clearance Process Guide

NATOPS Program Management Handbook

MIL-DTL-85025B(AS), NATOPS Program Technical Publications and Products; Style, Format, and Common Technical Content

## **3 Requirements**

### **3.1 General Requirements**

#### **3.1.1 Compatibility**

The Contractor shall maintain the capability to prepare documents and data products compatible with the Government IT environment through the security classification of unclassified. The current operating environment required for this contract includes:

- Microsoft Windows 10
- Microsoft Project 2016
- Microsoft Office Professional Plus 2016
- Microsoft SharePoint 2016
- Adobe Acrobat XI Pro
- Arbortext
- CorelDraw
- Internet access

The Contractor shall maintain the ability to interface with and transfer data to and from requiring office software applications and their upgraded versions. For contract administrative or indirect functions performed at the Contractor site, the Contractor shall ensure that all media delivered to the Government are virus free when delivered. The Contractor shall be capable of Internet and LAN communications with the Government. Contractor personnel shall be capable of maintaining real-time communications, both voice and data transfer capabilities, with the Government during working hours whether at Contractor work site or on travel.

### **Work Location and Facilities**

Approximately 80 percent of work to be performed at the Contractor site inclusive of telework and 20 percent of work will be performed at a Government site on an as required basis. Telework is authorized in accordance with Section 3.1.3.4 of this SOW. Final performance location will be defined at the TO level. As defined at the TO level, the Contractor shall be required to provide short and/or long-term technical support services at both in Contiguous United States (CONUS) and Outside Continental United States (OCONUS). For the Government site locations of NAS Patuxent River, NAS Oceana; NAS Lemoore; NAS Whidbey Island; and NAS Fallon, the performance is expected to be long term recurring nature and driven by the specific requirements as defined at the TO level. The Government will not provide a permanent performance location (i.e. Office space) at each Government site, but shall provide as needed access to the Government site, class rooms, simulators, computers, network access, etc. as driven by each requirement. Contractors performing on-site support will be provided access to temporary workspaces, telephones, printers, facsimile machines, copy machines, shredders, computers, network access including web servers, tooling, and applications necessary to carry out assigned tasks.

Government onsite support does not include temporary and ad-hoc support performed away from NAVAIR/NAWCAD facilities.

### **3.1.2 Contract Status Reporting**

#### **3.1.2.1 Financial Status Report**

The contractor shall provide a financial status report in accordance with the Contract Data Requirement List (**CDRL A001**). The report shall provide a total basic level contract financial summary, a summary of all hours committed across all task orders inclusive of options and the total of all hours executes, and include separate sub reports for all active TOs. The report shall include work accomplished since submittal of the last report, both monthly and cumulative man-hour labor costs expended by labor category and material and travel costs clearly identified by individual order and CLIN. The labor categories utilized in the financial report shall be consistent with those defined in Section 3.5 of this contract.

### 3.1.2.2 Monthly Progress Report

The contractor shall provide a monthly progress report in accordance with **CDRL A002**. This report shall list the monthly accomplishments and upcoming task order / project objectives for each task order/ project and each identified financially tracked project task. Trips and significant event shall also be addressed. The report shall be organized by task order, project, then by financially tracked task, as applicable. This CDRL satisfies 5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY.

### 3.1.2.3 Contractor Personnel Locator Report

The contractor shall provide a Contractor Personnel Locator Report in accordance with **CDRL A003**. This report shall identify all direct personnel supporting requirements under this contract. The report shall include name, labor category, employed by, security clearance level, assigned task order(s), and location of performance. The labor categories utilized in the report shall be consistent with those defined in Section 3.5 of this contract. This CDRL satisfies 5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY.

### 3.1.2.4 Additional Reporting Requirements

Additional reporting requirements will be defined at the individual TO level.

## 3.1.3 Work Schedule to include Compressed Work Schedule (CWS), overtime, holidays and installation closure

This section applies to work performed at the Government facilities, as defined at the TO level.

The Contractor shall provide the required services and staffing coverage during normal working hours. Normal working hours are usually 8.5 hours (including a 30-minute lunch break), from 0730 to 1600 each Monday through Friday (except on the following legal holidays). Some supported Government offices have flexibility to start as early as 0600 and end as late as 1800, Monday–Friday. If different hours are needed by a Government team or the Contractor (e.g. individual groups or locations may allow or require different hours) on a long term basis, they will be coordinated through the Technical Point of Contact (TPOC) associated with that work and approved by the Contracting Officer Representative (COR).

The compressed work schedule (CWS) is an alternative work schedule to the traditional five 8.5 hour workdays (which includes a 30-minute lunch) worked per week. Under a CWS schedule, an employee completes the following schedule within a two-week period: eight weekdays are worked at 9.5 hours each (which includes a 30-minute lunch), one Friday is alternately worked as 8.5 hours (which includes a 30-minute lunch) and one Friday is not worked by the employee. The result is 80 hours worked every two weeks, with 44 work hours one week and 36 work hours the other.

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

### Holidays

The Government observes the following holidays:

- New Year's Day, January 1
- Martin Luther King's Birthday, the third Monday in January
- President's Day, the third Monday in February
- Memorial Day, the last Monday in May
- Juneteenth, June 19
- 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

The contractor is permitted to observe the above Holidays in accordance with its corporate policy.

#### 3.1.3.1 Travel/Temporary Duty (TDY)

When personnel are temporarily deployed offsite, the Contractor shall modify the traveler's working hours to best support the assigned tasking and minimize overtime.

#### 3.1.3.2 General Facility Access

When employees of a facility are officially excused from work due to a holiday, special event, severe weather, a security threat, or any facility related problem that prevents personnel from working at the facility, Contractor personnel assigned to work at that facility performing non-mission essential work in support of such employees shall follow their parent company's policies and conform to one of the following possible courses of action:

- 3.1.3.2.1 Report for work at an alternate site if available, permitted by the terms of the contract, and they receive advance authorization from the COR or Contracting Officer; or
- 3.1.3.2.2 Telework, provided telework is permitted by the terms of the contract and they receive advance authorization to telework from the COR or Contracting Officer; or
- 3.1.3.2.3 Follow parent company's policies regarding taking leave (administrative or other).

#### 3.1.3.3 Emergency Conditions at Government Site

NASPAXRIVINST 12610.7H – Employee Reporting Procedures during Emergencies identifies procedures Government employees are to follow when an emergency condition is identified. The Contractors shall follow the procedures as defined with the exception of being granted administrative leave. Contractors that are at work when a delay or restricted access is announced shall cease work and exit the base as soon as it is safe to do so. The procedures are summarized below.

- **OPEN WITH UNSCHEDULED LEAVE** – Contractors that choose to stay home shall notify the order level Technical Point of Contact of their decision
- **DELAYED ARRIVAL** – The Contractor shall not show up to work prior to their normal start time plus the announced delay. With prior COR approval, the Contractor may be allowed to shift their work hours to make up the missed hours. Contractors cannot charge the contract for the delayed arrival hours and shall check with their employer as to how to code their time card for the delayed arrival hours.
- **DELAYED OPENING** – The Contractor shall not show up to work before the announced opening time. With prior COR approval, the Contractor may be allowed to shift their work hours to make up the missed hours. Contractors cannot charge the contract for the delayed opening hours and shall check with their employer as to how to code their time card for the delayed opening hours.
- **RESTRICTED ACCESS** – The Contractor shall not show up to work. Contractors cannot charge the contract for the hours not at work and shall check with their employer as to how to code their time card for the day. See paragraph 3.1.3.2 General Facility Access.
- **OPEN WITH STAGGERED DEPARTURE** – The Contractor shall depart work at their normal end time minus the announced number of hours early. Contractors cannot charge the contract for the hours not at work and shall check with their employer as to how to code their time card for the day.
- **OPEN WITH IMMEDIATE DEPARTURE** – The Contractor shall depart work immediately. Contractors cannot charge the contract for the early departure hours and shall check with their employer as to how to code their time card for the delayed arrival hours.
- **SHELTER IN PLACE** – The Contractor shall shelter in place. Contractors that are sheltering and in a work status can charge the contract during regular work hours.

### 3.1.3.4 Telework

Department of Defense Directive 1035.01 will be used as a guide for determining situations where teleworking is feasible. Approval or denial of telework agreements will be based on mission requirements, type of work being performed, and the needs of NAWCAD.

(a) For telework to be authorized by the Contracting Officer's Representative (COR) and the Contracting Officer, the Contractor shall ensure the following items are in place and submitted to the COR and Contracting Officer:

1. Written company policy for Telecommuting covering all terms and conditions to include:
  - i. Written agreement between company and employee;
  - ii. Work Site of Telework;
  - iii. Time and Attendance; Work Performance; Overtime;
  - iv. Security and Equipment;
  - v. Liability and Injury Compensation; Standards of Conduct; Mileage Savings;
  - vi. Length of Agreement; and
  - vii. Specifics on the employee telework and emergency planning policies.
2. Proposed definitive amount of work or level of effort to be accomplished.
3. Guaranteed savings to the Government if authorized to Telecommute.
4. Measures in place to ensure project will be on schedule and auditable for reimbursement.
5. Access to Navy Marine Corps Intranet (NMCI), if access is required for performance.

(b) If the Contractor requests telecommuting, concurrence from the Contracting Officer and the COR is required.

(c) The Government reserves the right to withdraw authorization to telework.

(d) The Government reserves the right to prohibit telework on any contract where the Government determines it to not be in the best interest of the Government.

### 3.1.4 Management of Contractor Personnel

The Contractor shall supervise its workforce and control the methods by which required tasks are performed. The Contractor shall assign tasks to and prepare work schedules for individual Contractor employees. The Contractor shall manage its employees and guard against any actions that are of the nature of personal services, or give the perception of personal services. All direction and clarification on work contained in this SOW shall come from the COR and/or the NAWCAD Contracts Office.

#### 3.1.4.1 Personnel

Contractor personnel shall remain employees of the Contractor and will not be considered employees of the Government. The contract PM shall ensure the Contractor workforce understands this employer difference when issues come up that affect the Government, but does not include the Contractors. All subcontractors and subcontractor personnel working on this contract are viewed by the Government as part of the Prime's workforce. As such, there shall be no processes, requests, approvals, or other documents or procedures that are presented to the Government from the subcontractor. All subcontractors shall conform to the same processes and documentation as the Prime when interfacing with the Government.

#### 3.1.4.2 Tobacco Use

IAW SECNAVINST 5100.13E – Navy Tobacco Policy, Tobacco use is only permitted in designated tobacco use areas. Time spent for tobacco use (while on duty) shall occur only during approved break periods that will be designated by supervisors based on staffing and per Federal law, personnel policy, and union contracts. Break periods for tobacco users will be the same as for non-users. Under this contract, the tobacco policy shall also apply to vaping and e-cigarettes.

### 3.1.5 Contract Management

The Contractor shall manage the contract. The Contractor is expected to manage this contract in an effective and efficient manner. Management activities are expected to include but are not limited to:

- Overall administration and management of the contract

- Primary POC into the Contractor's organization
- Support of standing weekly COR meetings to discuss contract issues
- Develop management procedures and controls
- Hiring to meet Contractor support requests
- Managing tasking, workload, and performance of individual TOs
- Monitoring and reporting progress of work tasks and contract management tasks
- Managing the financial and administration aspects of the contract
- Management of subcontracts
- Development and delivery of required CDRLs
- Completion of tasking in a timely manner

### **3.1.6 Training**

#### **3.1.6.1 New Hire Orientation**

The Contractor is responsible for providing an orientation to new hires to enable them to adequately perform their tasking. Orientation shall include, but is not limited to:

- Physical knowledge of the base and Government facilities
- Contract information (Contractor/COR interaction and basic contract requirements)
- Their labor category requirements
- Specific process requirements (Government and Contractor)
- Organization chart / hierarchy for both Contractor and Government
- Introductions (COR/ACOR, Government task lead, Contractor task lead, etc.)

#### **3.1.6.2 Labor Category Training Requirements**

The Contractor is responsible for providing individuals who are trained, certified, and qualified to perform the tasks outlined in the SOW. Training to meet labor category requirements is the sole responsibility of the Contractor—both initial training and required re-certifications. The Contractor is responsible for the cost of the training (class, travel, supplies) and the labor associated with the training. This training shall be met prior to the Contractor personnel reporting for duty except as identified in the specific labor category. Due to availability and location of some training classes, exceptions may be made to allow personnel to begin working while waiting for the training to become available with prior approval by the COR. In the case of re-certifications, the Contractor shall plan ahead of time so as to not impact workload due to missed days for training or expiring certifications.

#### **3.1.6.3 Technical Training**

Due to the technical nature of the WED's work, there may be special, unique, and emergent training required during the execution of this contract. This training may include, but is not limited to, specific software, hardware, and procedures required by WED. All requests for cost reimbursable training shall include a written justification by a Government Technical Point of Contact (TPOC) and course information including but not limited to the source of the training, the dates of the training, a training course description, and training cost including quotes from the vendor. General educational courses or programs for enhancement of basic qualifications or academic standing of employees shall not be accomplished at the Government's expense. No cost reimbursable training shall be scheduled or executed without written approval from the COR in accordance with Section 3.1.6.4.

#### **3.1.6.4 Mandated Training**

For performance at Government facilities, this contract requires Contractor personnel to complete training such as Anti-Terrorism and Active Shooter (as referenced in paragraph 3.2.6), and any required Operational Security (OPSEC) topics (as referenced in paragraph 3.2.5). Also, during the course of the contract, the Government may mandate training for all personnel. This training may be computer or instructor based. Contractor personnel shall participate in these training requirements. Participation may be at live training events, computer based training, or via review of a provided set of PowerPoint slides. This training shall be provided and/or reimbursable by the Government. The Contractor Program Manager shall ensure all Contractors on the contract are trained and shall report compliance to the COR within five (5) working days after the announced deadline of the training.

### **3.1.7 Non-Disclosure Agreements (NDAs), Organizational Conflicts of Interest and Proprietary Information Agreements.**

In performance of the contract, the Contractor may have access to non-public information. The Contractor shall submit a company NDA and require all employees performing tasks execute an NDA. The Contractor shall provide a signed company NDA, including a signed NDA from each subcontractor within 15 days of contract award or subcontract agreement and an NDA for each employee prior to their first day of work supporting the customer to the COR and Procuring Contract Officer (PCO) upon request and reference all contract terms and conditions (including contract clauses) related to non-disclosure. The NDA shall acknowledge the Contractor and employees' duties with respect to non-public information and promise to comply with those obligations.

Consistent with the terms and conditions of paragraph (e)(5) of NAVAIR 5252.209-9510 Organizational Conflicts of Interest (Services), and DFARS 252.227-7025, Limitations on the Use Or Disclosure of Government-Furnished Information Marked with Restrictive Legends, the Contractor shall not use, modify, reproduce, release, perform, display, and disclose any non-public information provided to or obtained by the Contractor in the course of performing this contract for other than Government purposes, and shall not do so for any commercial or personal purpose. In the event that the Contractor knows of or identifies that it has a commercial interest in the subject matter of any proposed or on-going agreement with respect to which contract services are to be performed, the Contractor shall consider such interest a potential conflict of interest under NAVAIR 5252.209-9510(g) and promptly disclose it to the COR and PCO.

The contractor shall enter into Proprietary Information Agreements (PIA) should contractor personnel be required to access the customer's contractor platform data or the contractor's Integrated Digital Environment (IDE). A copy of the executed NDAs shall be provided to the Contracting Officer's Representative (**CDRLs A006 and A007**).

## **3.2 Security**

### **3.2.1 Citizenship Requirements**

Only United States (U.S.) citizens may perform under this contract. If the Contractor cannot find qualified U.S. citizens to perform the work, the Contractor shall submit a citizenship waiver request with justification to the Government Security Office. The waiver request should include:

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

### **3.2.2 Investigative Requirements**

A minimum of a SECRET security clearance is required for all positions on this contract. A complete 'Day One' staffing requirement will be provided by the Government NLT two (2) weeks after contract award. Positions required to possess TOP SECRET clearances with a current investigation or other special security requirements at the start of contract performance will be identified at the TO level.

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

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

### **3.2.3 Common Access Card (CAC)/PKI, SAAR-N**

#### **3.2.3.1 SAAR-N**

All Contractor personnel requiring access to Government IT systems shall access and operate IT systems and networks IAW shall have an approved OPNAV 5239/14 SAAR-N – System Authorization Access Request Navy form on file, and complete required Annual Information Awareness Training. New employees must submit their SAAR-N forms within thirty (30) days of their first day of work. Instructions for processing the SAAR-N forms are available at: [http://www.cnrc.navy.mil/publications/Forms/OPNAV\\_5239\\_14\\_SAAR\\_N.pdf](http://www.cnrc.navy.mil/publications/Forms/OPNAV_5239_14_SAAR_N.pdf) forms shall be submitted to the COR, Government TPOC, or to the assigned Government Trusted Associate Sponsorship System (TASS) Trusted Associate.

#### **3.2.3.2 CAC / Local Badges**

Contractor CACs and facility specific identification badges will be issued by the Government to on-site Contractor personnel and shall be visible at all times while personnel are at the Government site. The Contractor shall furnish all requested information required to facilitate issuance of identification badges. 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 COR. The Government will provide the Contractor access to Government facilities, as required, for performance of tasks under this contract.

#### **3.2.3.3 DD-254**

The Contractor shall comply with security requirements as specified in the DD-254 of this contract. Information or data that the Contractor accesses shall be handled at the appropriate classification level, unclassified information shall be handled as “For Official Use Only”. Distribution is authorized to the Requiring Office’s Organization and supported Activity only. Other requests for deliverables under this contract shall be referred to the COR of this contract for approval.

“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 11-18) available at [http://www.dtic.mil/whs/directives/corres/pdf/520001\\_vol4.pdf](http://www.dtic.mil/whs/directives/corres/pdf/520001_vol4.pdf).

#### **3.2.3.4 Other Badging**

Badges to special, classified, limited access, and/or commercial facility (e.g. Prime Contractor for a project or platform) areas may be required by the Contractor based on location and tasking. The Contractor shall adhere to the rules governing the issuance of those badges.

### **3.2.4 Information Security**

The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of classified information and controlled unclassified information (CUI) and to control distribution of CUI IAW DODM 5220.22-M – National Industrial Security Program Operating Manual (NISPOM), and SECNAV M-5510.36 – Information Security Program. If the work is performed at the Government’s facility, the Contractor shall comply with instructions/guidance required by that facility.

#### **3.2.4.1 Marking**

All information generated by the Contractor shall be properly marked. For Official Use Only information generated and/or provided under this contract shall be marked IAW DODM 5200.01 – DoD Information Security Program: Controlled Unclassified Information (CUI). Technical information shall also be marked with appropriate Distribution Statements and Export Control warnings IAW DODM 5220.22-M – National Industrial Security Program Operating Manual (NISPOM), SECNAV M-5510.36 – Information Security Program, and program Security Classification Guidance.

#### **3.2.4.2 Public Release**

No information pertaining to this contract shall be released for public dissemination, including posting to any social media sites such as Facebook or Twitter, unless it has been approved for public release by the appropriate U.S. Government authority. Proposed public releases shall be submitted to the COR for initial approval and awareness.

Upon initial approval, the Contractor shall submit proposed public releases for approval prior to release through the Procuring Contracting Officer.

#### 3.2.4.3 Loss, Compromise, or Spillage

Loss, Compromise and/or Electronic Spillage of Classified or Controlled Unclassified Information: All instances of loss, compromise and electronic spillage of classified or controlled unclassified information shall be reported to the COR, TPOC, and Government Security Office within twenty-four (24) hours of the incident occurring.

### 3.2.5 Operational Security (OPSEC)

The contractor shall comply with activity OPSEC program instructions, guidance and contribute to organization-level OPSEC efforts. The contractor will include OPSEC as part of its ongoing security awareness program and take all required activity OPSEC training. The contractor will protect identified critical information, sensitive unclassified information and activities, which, if divulged, could further compromise classified or sensitive information or operations, or degrade the planning and execution of operations performed by the RO and contractor in support of the mission.

While performing aboard NAVAIR or NAVAIR sites, the Contractor shall: (1) comply with facility OPSEC program instructions and contribute to organization-level OPSEC efforts; (2) include OPSEC as part of its ongoing security awareness program and take all required Agency training; (3) be responsive to the Supporting OPSEC Manager on a non-interference basis; and (4) protect sensitive unclassified information and activities, which could compromise classified information or operations, or degrade the planning and execution of operations performed by the Requiring Office and contractor in support of the mission.

The Contractor shall develop, implement, and maintain an OPSEC plan (**CDRL A004**) to protect classified and sensitive information to be used at a contractor's and subcontractor's facilities during the performance of this contract. The Contractor is responsible for subcontractor implementation of the OPSEC program requirements for this contract.

### 3.2.6 Anti-Terrorism Force Protection and Emergency Management

The work performed on this contract *is not* Emergency Essential IAW OPNAVINST 3440.17A – Navy Installation Emergency Management Program and Government Emergency Management, Antiterrorism and/or Continuity of Operations Plans. Contractor personnel shall comply with all Government Emergency Management, Antiterrorism and/or Continuity of Operations Plans and directives. Contractor personnel shall not report for work at Government facilities in any event or emergency where Government official's direct curtailment of operations to "Restricted Access" or "Mission Essential Only". All Contractor personnel assigned to a Government facility shall complete annual Antiterrorism (Level One) and Active Shooter training.

### 3.2.7 Communications Security (COMSEC)

The Contractor shall be required to access COMSEC material. The Contractor shall follow the guidance for handling COMSEC material as identified in EKMS-1b - Electronic Key Management System (EKMS) Policy and Procedures for Navy EKMS Tiers 2 & 3 and applicable local instructions.

## 3.3 Detailed Support Requirements

### 3.3.1 Weapons Systems NATIP and NATOPS Product Support

The Contractor shall perform efforts, as delineated in task orders, in the area of NATIP and NATOPS Product Support in accordance with formally documented NAVAIR and other command processes and requirements (e.g. Airworthiness and Cybersafe Office policies and procedures). The Contractor shall perform the following tasks, including but not limited to:

- 3.3.1.1 Develop, prepare and manage material that contains data required for the operator to safely and effectively employ the aircraft and its weapon systems, facilitating publication updates for new equipment authorized on aircraft as well as updating and maintaining published information for existing equipment and stores in accordance with defined processes. Efforts include lead product developer,

technical editorial, graphic artist, configuration management, Weapon System Expert (WSE) and defect-change request tracking support.

- 3.3.1.2 Monitor, collect, and incorporate valid NATOPS and NATIP change requests and requests for information, and assess cost and schedule impacts.
- 3.3.1.3 Collect and maintain configuration control of source documentation used to create and sustain NATOPS and NATIP products
- 3.3.1.4 Assess and incorporate platform and weapon software configuration changes into flight clearance products. For example, but not limited to the F-18A-D, F/A-18E/F and EA-18G System Configuration Set (SCS) modifications and E-2D Delta System Software Configuration (DSSC) modifications.
- 3.3.1.5 Provide expertise in various technical publication specifications as NATIP and NATOPS products evolve.

### **3.3.2 Technical Training Support**

The Contractor shall perform efforts, as delineated in task orders, in the area of development of technical training products. The Contractor shall perform the following tasks:

- 3.3.2.1 Develop, present and coordinate instructor training materials and documentation support to include, but not limited to:
  - Weaponing, Mission Planning, Flight Training, and Controls & Display Pilot Vehicle Interface (PVI) training associated with the SCS prior to IOC of each SCS delivery.
  - Produce and deliver interim SCS pilot training courseware in order to bridge the gap between initial release of a new SCS and formal NAMTRA/TSD schoolhouse aircrew training modules delivery.
  - Provide training materials to Naval Aviation Warfighting Development Command (NAWDC) and weapons schools for Concept of Operations (CONOPS)/Concept of Employment (CONEMP) coordination and development.
- 3.3.2.2 Produce Fleet introductory and integration initial training and cadre instructor training materials to include, but not limited to:
  - Review of software production changes and produce and appropriate train-the-trainer aircrew instructor training modules and simulator curriculum.
  - Platform and weapon specific configuration and software changes.
  - Provide interim Fleet Replacement Squadron (FRS) courseware for use prior to delivery of the full FRS updated curriculum.
- 3.3.2.3 Develop training materials and Users Guides, and provide training via lectures and/or simulator flight training in support of designated Navy instructor representatives.
- 3.3.2.4 Provide supplementary training lectures and events in support of the Navy instructor representatives via in-person, tele-con, web-enabled or other alternate presentation methods.
- 3.3.2.5 Update and maintain all training materials and Users Guides as they are matured due to fleet feedback and updated system knowledge.
- 3.3.2.6 Establish and maintain training schedules.
- 3.3.2.7 Develop training curriculums.

### **3.3.3 Subject Matter Expert Technical Support Liaison**

The Contractor shall perform efforts, as delineated in task orders, in the area of subject matter expert technical support. The Contractor shall perform the following tasks, including but not limited to:

- 3.3.3.1 Support fleet questions from introduction and updated materials, manuals, NATOPS/NATIP materials, training material or developed User Guides.
- 3.3.3.2 Provide, via a variety of delivery methods, subject matter expertise to instructors, acquisition offices, and fleet community on the introduction and deployment of new and/or upgrades of weapons systems.
- 3.3.3.3 Support the collection, analysis, reporting and action recommendations of feedback on associated materials, products, events, and training.
- 3.3.3.4 Support fleet and acquisition programs in the planning of flight clearance, operational, and training materials, products, services and activities in support of planned weapons systems upgrade or new programs.
- 3.3.3.5 Support test and training flight activities as an on-board (i.e. contractor flight crewmember) or off-board system observer to support NATOPS/NATIP material development, training materials development and system fleet introduction.

### **3.3.4 Business and Management Operational Support**

- 3.3.4.1 Support the development, documentation and tracking of WINN-TS and associated requirements, customer agreements, organizational statements of work, memorandums of agreements and cost estimates.
- 3.3.4.2 Support the development and maintenance of customer profiles and associated metrics.
- 3.3.4.3 Support the collection, documentation and presentation of information for WINN data calls.
- 3.3.4.4 Provide administrative support to include but not limited to:
  - Coordination, planning, preparation, and execution of briefings, meetings, and conferences.
  - Assist with the maintenance of logs and files in accordance with standard procedures.

### **3.4 Contract Deliverable Requirements List**

The Contractor shall, when specified or otherwise required, provide the following data outline below in support of the technical task. To enable electronic data harvesting and cross-checking, personnel names and labor categories shall be EXACTLY the same across all CDRLs that use them and be consistent with the descriptions established at the TO level.

#### **3.4.1 Contract Financial Summary Report (CDRL A001)**

The Contractor shall provide a monthly financial summary report IAW CDRL A001. This report shall cover all orders. The report shall provide an overall contract summary of awarded ceiling, funded ceiling, unfunded committed ceiling from unexercised priced options, obligations not expensed, and expenditures at the basic level of the contract and for each order. At the order level, the report shall include an itemized breakout of ALL include work accomplished since submittal of the last report, both monthly and cumulative man-hour labor costs expended by CLIN, labor category, material and travel costs. The report shall also provide an order financial health projection based on average labor burn rates.

#### **3.4.2 Monthly Progress Report (CDRL A002)**

The contractor shall provide a monthly progress report in accordance with CDRL A002. This report shall list the monthly accomplishments and upcoming task order / project objectives for each task order/ project and each identified financially tracked project task. Trips and significant event shall also be addressed. The report shall be organized by task order, project, then by financially tracked task, as applicable.

#### **3.4.3 Personnel Locator Report (CDRL A003)**

This report identifies all Contractor and Subcontractor personnel working under this contract as of the date of the CDRL, and identifies those that have been added or removed since the previous submission. The report shall include the personnel name, employer, labor category, clearance level, orders to which they are assigned and primary physical location. The personnel names shall be the exact same format and detail as used in the payroll report to allow for cross-referencing. The labor categories used shall be the same as those listed in the contract in Section 3.5. This CDRL satisfies **5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY**.

#### **3.4.4 OPSEC Plan (CDRL A004)**

The OPSEC plan details the methods, policy, processes and infrastructure to protect classified and sensitive information to be used at a contractor's and subcontractor's facilities during the performance of this contract

#### **3.4.5 Transition Out Plan (CDRL A005)**

The Transition Out Plan is the plan to enable a non-incumbent Contractor to transition to the follow-on contract at the conclusion to this contract. The Transition Out Plan is to include the following minimum elements: Work Turnover, Quality Assurance Plan, Risk Mitigation Strategies, Data/Information Transfer, and Personnel Tasking List. The Contractor shall establish and maintain effective communication with the incoming Contractor and Government personnel for the period of transition via weekly status meetings.

#### **3.4.6 Non-Disclosure Agreement - Corporate (CDRL A006)**

In accordance with Defense FAR Supplement (DFARS) 252.204-7000, "DISCLOSURE OF INFORMATION.", the contractor shall provide a corporate non-disclosure agreement for the prime contractor and all sub-contractors.

#### **3.4.7 Non-Disclosure Agreement – Individual (CDRL A007)**

In accordance with Defense FAR Supplement (DFARS) 252.204-7000, "DISCLOSURE OF INFORMATION.", the contractor shall provide individual non-disclosure agreements for each employee of the prime contractor and all sub-contractors who are performing on this contract.

#### **3.4.8 Other Reporting**

The Government may require the Contractor to provide additional reporting, documentation, and schedules in accordance with deliverable requirements (CDRLs) incorporated at the order level. Reporting should be in sufficient detail and quality to meet the requirement established in the individual task orders and shall be in compliance with the standards and guidelines in Section 3.0. Other reporting requirements may include, but are not limited to:

- Technical reports, documentation, requirements, data, evaluations and analysis.
- Agenda, minutes and presentation materials for meetings, presentations, and conferences.

### **3.5 Labor Category**

#### **3.5.1 Qualifications**

##### **3.5.1.1 Minimum**

The Contractor shall be responsible for employing personnel having at least the minimum level of education and training, and experience (including specialized experience) as stated under each labor category specified herein. Additional specialized categories that are derivative of the requirements defined by the SOW may be defined at the individual TO level.

### 3.5.1.2 Backfilling

In situations where backfilling a position is needed for a short period of time (less than two (2) months) due to the primary individual in the position being on leave (annual, medical, military, etc.) or has discontinued employment, the experience and/or education requirement may be reduced by the PCO, with COR concurrence, when requested in writing. The Government may also request coordination of qualification summaries/resumes on proposed personnel replacing or substituting individuals performing mission critical activities. This paragraph shall also apply when, at or prior to the start of contract performance, the Contractor provides any personnel for work who were not part of, or who replace any, personnel submitted and evaluated as part of a task order proposal.

### 3.5.1.3 College Degree

When a labor category requires a specific degree for a particular program, only degrees from an accredited college or university as recognized by the U.S. Department of Education will be considered as meeting this requirement. 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 discipline" 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 discipline" shall mean any of the following specific subjects, disciplines, or areas of work experience only: Aerospace, Computer, Electrical, Electronic, or Mechanical Engineering.

**Scientific Disciplines.** When used in relation to educational or work experience requirements, "scientific discipline" shall mean a degree in the fields of Computer Science, Engineering, Information Technology, Mathematics, or Physics.

**Technical Disciplines.** When used in relation to educational or work experience requirements, "technical discipline" shall mean a degree in the fields of Aerospace Engineering, Computer Science, Computer Engineering, Electrical Engineering, Mathematics, or Mechanical Engineering

### 3.5.1.4 Years of experience

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

## **3.5.2 Experience and Education Level definitions\***

The professional labor category experience and education requirements corresponding to the three levels specified above (i.e., Junior, Journeyman and Senior) are as follows:

### 3.5.2.1 JUNIOR

A Junior level person within a labor category generally has less than 3 "years' experience" performing work related to the labor category functional description and a BA/BS degree (or a qualifying substitution as identified in this section). A Junior level person is responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior positions.

### 3.5.2.2 JOURNEYMAN

A Journeyman level person within a labor category has 3 or more years of experience performing work related to the labor category functional description and a BA/BS degree or a qualifying substitution as identified in this section. A Journeyman level person typically performs all functional duties independently.

### 3.5.2.3 SENIOR

A Senior level person within a labor category has at least 10 years of experience performing work related to the labor category functional description and a MA/MS degree, or a qualifying substitution as identified in this section. 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.

\*Exception - Special and Tactical Operations Leader – Aviation and Tactical Operations and Air/Weapons Specialist

### **3.5.3 Substitutions**

The following general substitutions may be allowed for all labor categories with the exception of Engineering labor categories. General substitutions shall not make up any specialized experience requirements.

#### **3.5.3.1 Bachelor's Degree**

In lieu of a Bachelor's Degree, six (6) years of relevant work experience OR an Associate's Degree (with the same or similar curriculum focus) plus four (4) years' additional work experience may be substituted.

#### **3.5.3.2 Master's Degree**

In lieu of a Master's Degree, a Bachelor's Degree (with the same or similar curriculum focus) plus four (4) years additional work experience may be substituted.

### **3.5.4 Definitions**

#### **3.5.4.1 Academic year**

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

#### **3.5.4.2 Accredited institution**

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

#### **3.5.4.3 Accredited program**

An educational program or course of study offered by a post-secondary educational institution that was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

#### **3.5.4.4 Degree**

An academic title conferred by an educational institution upon completion of a unified course of study; if not otherwise qualified, the term shall mean a degree at the Bachelor's, Master's or Doctoral levels only.

#### **3.5.4.5 Postgraduate degree**

Masters, Ph.D., or other professional degree for which completion of an undergraduate curriculum or receipt of a bachelor's degree was a prerequisite.

#### **3.5.4.6 Engineering and engineering discipline**

When used in relation to educational or work experience requirement, "engineering" shall mean any of the following specific subject, disciplines, or areas of work experience only: aerospace, chemical, civil, computer, electrical, electronics, industrial, materials, mechanical, nuclear, or safety engineering. Individual labor categories may specify an alternate discipline set.

### **3.5.5 Labor Category List**

The Contractor is required to provide personnel having the following levels of professional and technical experience. The following identified labor categories represent the anticipated core categories that will be required for the predominance of the work under this contract. The Government may require additional categories or specialized experience, certifications or training to support unique requirements. Those requirements will be established as required at the TO level. At the individual TO level, the Government reserves the right to identify Key Personnel and include of NAVAIR Clause 5252.237-9501, Addition or Substitution of Key Personnel.

The list of core labor categories and their associated functions, experience, and education requirements are located below.

LABOR CATEGORY	BLS/SCA#	Level	Primary Performance Location					Contractor Site (No regional requirement)
			Pax River	Oceana	Lemoore	Whidbey	Fallon	
General and Operations Manager	11-1021	Senior	X					
Special and Tactical Operations Leader, Warfare Analyst		Senior						
F/A-18A-D	55-1000	Senior	X	X	X			X
E/F-18G	55-1000	Senior				X		X
E-2D	55-1000	Senior					X	X
Weapons Systems	55-1000	Senior					X	X
Special and Tactical Operations Leader, Warfare Analyst		Journeyman						
F/A-18A-D	55-1000	Journeyman	X	X	X			X
E/F-18G	55-1000	Journeyman				X		X
E-2D	55-1000	Journeyman					X	X
Weapons Systems	55-1000	Journeyman					X	X
Engineer	17-2000	Senior			X	X	X	X
Engineer	17-2000	Journeyman		X	X			X
Tactical Operations and Air/Weapons Specialist, Tactical, Systems Analyst		Senior						
F/A-18A-D	55-3000	Senior	X	X	X			X
E/F-18G	55-3000	Senior				X		X
E-2D	55-3000	Senior					X	X
Weapons Systems	55-3000	Senior					X	X
Tactical Operations and Air/Weapons Specialist, Tactical Systems Analyst		Journeyman						
F/A-18A-D	55-3000	Journeyman	X	X	X			X
E/F-18G	55-3000	Journeyman				X		X
E-2D	55-3000	Journeyman					X	X
Weapons Systems	55-3000	Journeyman					X	X
Management Analysts, Senior	13-1111	Senior	X					X
Management Analysts, Journeyman	13-1111	Journeyman	X					X
Technical Writer III	27-3042 /30463		X					X
Technical Writer II	27-3042 /30462		X					X

Technical Order Library Clerk / (Configuration Management Analyst)	27-3042 /13090		X					X
Graphic Artist	27-1013 /15080		X					X

**Labor Category Descriptions**

<b>Labor Category</b>	<b>Level</b>	<b>Degree/Experience Requirements</b>
General and Operations Manager	Senior	MS/MA degree in technical or business discipline. A non-technical or non-business BS/BA degree may be substituted with an additional 5 years of management experience.
Management Analyst	Journeyman	BS/BA degree in technical or business discipline.
	Senior	MS/MA degree in technical or business discipline.
Engineer	Journeyman	BS degree in Engineering or Engineering discipline relevant to the functional description.
	Senior	MS/MA degree relevant to the functional description.
Tactical Operations and Air/Weapons Specialist, Tactical, Systems Analyst	Journeyman	BS/BA with specialized military systems training as required by the functional description.
	Senior	MS/MA with specialized military systems training as required by the functional description.
Special and Tactical Operations Leader, Warfare Analyst	Journeyman	BS/BA degree with specialized military systems training as required by the applicable functional description.
	Senior	MS/MA degree with specialized military systems training as required by the applicable functional description.
Technical Writer	II	High School diploma or GED with a minimum of 3 years of experience relative to the functional description.
	III	High School diploma or GED with a minimum of 5 years of experience relative to the functional description.
Technical Order Library Clerk	N/A	High School diploma or GED.
Graphic Artist	N/A	High School diploma or GED.

**General and Operations Manager, BLS SOC Code 11-1021:** 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. Duties include developing and implementing standard operating procedures to improve the effectiveness of the contracted effort.

**Special and Tactical Operations Leader - Aviation, BLS SOC Code 55-1000:** Applies knowledge from experience as a fixed-wing or rotary wing military aircrew or equivalent civilian experience to identify, define, and document technical data for weaponeering, NATOPS, and NTRP (NATIP) products for Naval tactical aircraft and associated weapons systems. Provides analysis of operational suitability of naval aviation platforms, weapons, sensors and systems. Supports system level warfighting assessments and effectiveness analysis; advanced concept employment analysis; analytic support for the pre-acquisition, acquisition, and sustainment of Navy, Joint, and allied systems acquisition process; or modeling and simulations for operational analysis. Develops, prepares, and manages material required for the operator to safely and effectively employ the aircraft and its weapon systems. Requires the ability to develop and present Naval Aviation Missions and Capabilities (NAMC) training seminar material to DoD personnel. Analytic expertise to support technical exchanges, briefings, and workshops in support of recommended tactics, techniques, and procedures (TTPs). May require qualification as contract flight crewmember IAW OPNAVINST 3710.7. Acts as a team leader, developing procedures, managing project efforts and taking the lead in problem resolution.

Specialized Experience Requirements:

- F/A-18A-D Senior: At least twelve (12) years of recent professional experience with F/A-18 or EA-18G aircraft tactical systems employment is required. F/A-18 pilot or Weapon Systems Officer (WSO) is preferred. Navy Fighter Weapons School (TOPGUN) or Marine Aviation Weapons Training Squadron-1 (MAWTS-1) Weapons Tactics Instructor (WTI) graduate is preferred.
- F/A-18A-D Journeyman: At least eight (8) years of recent professional experience with F/A-18 or EA-18G aircraft tactical systems employment is required. F/A-18 pilot or Weapon Systems Officer (WSO) is preferred. Navy Fighter Weapons School (TOPGUN) or Marine Aviation Weapons Training Squadron-1 (MAWTS-1) Weapons Tactics Instructor (WTI) graduate is preferred.
- E/F-18G Senior: At least twelve (12) years of recent professional experience with EA-18G and/or E/A-6B aircraft tactical systems employment is required. Pilot, Weapon Systems Officer (WSO), or electronic warfare systems operator is preferred. Navy Fighter Weapons School (TOPGUN) or Marine Aviation Weapons Training Squadron-1 (MAWTS-1) Weapons Tactics Instructor (WTI) graduate is preferred. Electronic Attack Weapons School (EAWS) graduate is preferred.
- E/F-18G Journeyman: At least eight (8) years of recent professional experience with EA-18G and/or E/A-6B aircraft tactical systems employment is required. Pilot, Weapon Systems Officer (WSO), or electronic warfare systems operator is preferred. Navy Fighter Weapons School (TOPGUN) or Marine Aviation Weapons Training Squadron-1 (MAWTS-1) Weapons Tactics Instructor (WTI) graduate is preferred. Electronic Attack Weapons School (EAWS) graduate is preferred.
- E-2D Senior: At least twelve (12) years of recent professional experience with E-2 aircraft employment is required. Carrier Airborne Early Warning Weapons School (CAEWWS) graduate is preferred. E-2 pilot, Naval Flight Officer (NFO) or electronic warfare system operator is preferred.
- E-2D Journeyman: At least eight (8) years of recent professional experience with E-2 aircraft employment is required. Carrier Airborne Early Warning Weapons School (CAEWWS) graduate is preferred. E-2 pilot, Naval Flight Officer (NFO) or electronic warfare system operator is preferred.
- Weapons Senior: At least twelve (12) years of recent professional experience with TMS aircraft tactical systems, electronic warfare system, weapon systems employment is required. Pilot, Weapon Systems Officer (WSO), Naval Flight Officer (NFO), or electronic warfare system operator is preferred. Other TMS/Weapons may include but not limited to: Rotary, other Fix Wing, NEW JSOW, Harpoon, LRASM, MALD, SDBII and JASSM.

- Weapons Journeyman: At least eight (8) years of recent professional experience with TMS aircraft tactical systems, electronic warfare system, weapon systems employment is required. Pilot, Weapon Systems Officer (WSO), Naval Flight Officer (NFO), or electronic warfare system operator is preferred. Other TMS/Weapons may include but not limited to: Rotary, other Fix Wing, NEW JSOW, Harpoon, LRASM, MALD, SDBII and JASSM.

**Engineer, Senior, BLS SOC Code 17-1000:** Has demonstrated knowledge in area of engineering expertise. Applies engineering principles to investigate, analyze, plan, and design, develop, implement, test or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs and develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems; or leads the execution of complex tasks. Applies and integrates engineering principles to investigate, analyze, plan, design, develop, implement, test or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software related to engineering or functional requirements of military weapons systems, associated support systems.

**Engineer, Journeyman, BLS SOC Code 17-1000:** Applies engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapons systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems, or management information systems.

**Tactical Operations and Air/Weapons Specialist, BLS SOC Code 55-3000:** Applies Subject Matter Expertise (SME) from experience as an enlisted military specialist to identify, define, and document technical data for weaponeering, NATOPS, and NTRP (NATIP) products for Naval tactical aircraft and associated weapons systems. Provides analysis of operational suitability of naval aviation platforms, weapons, sensors and systems. Develops, prepares, and manages material required for the operator to employ safely and effectively the aircraft and its weapon systems. Requires the ability to develop and present Naval Aviation Missions and Capabilities (NAMC) training seminar material to DoD personnel. Analytic expertise to support technical exchanges, briefings, and workshops in support of recommended tactics, techniques, and procedures (TTPs). May require qualification as contract flight crewmember IAW OPNAVINST 3710.7.

Specialized Experience Requirements:

- F/A-18A-D Senior: At least twelve (12) years of recent professional experience with F/A-18A-D or EA-18G aircraft tactical systems employment is required. F/A-18 pilot or Weapon Systems Officer (WSO) is required. Candidate for this position shall be a graduate of the Navy Fighter Weapons School (TOPGUN) or Marine Aviation Weapons Training Squadron-1 (MAWTS-1) Weapons Tactics Instructor (WTI).
- F/A-18A-D Journeyman: At least eight (8) years of recent professional experience with F/A-18A-D or EA-18G aircraft tactical systems employment is required. F/A-18 pilot or Weapon Systems Officer (WSO) is required. Navy Fighter Weapons School (TOPGUN) or Marine Aviation Weapons Training Squadron-1 (MAWTS-1) Weapons Tactics Instructor (WTI) graduate is preferred.
- E/F-18G Senior: At least twelve (12) years of recent professional experience with EA-18G and/or E/A-6B aircraft tactical systems employment is required. EA-18G and/or E/A-6B pilot or Electronic Warfare Officer (EWO) is required. Candidate for this position shall be a graduate of the Navy Fighter Weapons School (TOPGUN) or

Marine Aviation Weapons Training Squadron-1 (MAWTS-1) Weapons Tactics Instructor (WTI). Candidates are required to be graduates of the Electronic Attack Weapons School (EAWS).

- E/F-18G Journeyman: At least eight (8) years of recent professional experience with EA-18G and/or E/A-6B aircraft tactical systems employment is required. F/A-18 pilot or Weapon Systems Officer (WSO) is required. Navy Fighter Weapons School (TOPGUN) or Marine Aviation Weapons Training Squadron-1 (MAWTS-1) Weapons Tactics Instructor (WTI) graduate is preferred. Candidates are preferred to be graduates of the Electronic Attack Weapons School (EAWS).
- E-2D Senior: At least twelve (12) years of recent professional experience with E-2 aircraft employment is required. Candidates are required to be graduates of the Carrier Airborne Early Warning Weapons School (CAEWWS). E-2 pilot, Naval Flight Officer (NFO) or electronic warfare system operator is required.
- E-2D Journeyman: At least eight (8) years of recent professional experience with E-2 aircraft employment is required. Candidates are preferred to be graduates of the Carrier Airborne Early Warning Weapons School (CAEWWS). E-2 pilot, Naval Flight Officer (NFO) or electronic warfare system operator is required.
- Weapons Senior: At least twelve (12) years of recent professional experience with TMS aircraft tactical systems, electronic warfare system, weapon systems employment is required. Pilot, Weapon Systems Officer (WSO), Naval Flight Officer (NFO), or electronic warfare system operator is required. Other TMS/Weapons may include, but not limited to: Rotary, other Fix Wing, NEW JSOW, Harpoon, LRASM, MALD, SDBII and JASSM.
- Weapons Journeyman: At least eight (8) years of recent professional experience with TMS aircraft tactical systems, electronic warfare system, weapon systems employment is required. Pilot, Weapon Systems Officer (WSO), Naval Flight Officer (NFO), or electronic warfare system operator is required. Other TMS/Weapons may include but not limited to: Rotary, other Fix Wing, NEW JSOW, Harpoon, LRASM, MALD, SDBII and JASSM.

**Management Analyst, BLS SOC Code 13-1111:** Applies analytic techniques in the evaluation of program/project objectives. Develops, maintains, and analyzes project/program requirements, status, budget, and schedules. Develops and implements project process, plans and procedures. Duties and responsibilities may include:

- Development of organization and project level business processes, standards, and procedures.
- Development, maintenance, and reporting of detailed project technical requirements and performance.
- Development, maintenance, and analysis of Microsoft Project schedules. Reporting on project status and performance metrics.

**Technical Writer, BLS SOC Code 27-3042:** The Technical Writer develops 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 technical systems. Typical products include maintenance and operations manuals, technical systems descriptions, logistical reports, project status reports, and design review documentation. This worker organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology

- **Technical Writer II, BLS SOC Code 27-3042:** Performs technical writing assignments with direction from senior writers or supervisor using prescribed formats with sample materials. Receives and incorporates technical information provided by the development team Engineers and project management.
- **Technical Writer III, BLS SOC Code 27-3042:** Performs technical writing assignments with minimal direct supervision. Develops materials that may not have prescribed standards. This writer interviews production and engineering personnel to reviews technical documentation to develop the understanding required to perform

writing assignments. This writer reviews written materials and recommends revisions or changes in scope, format, and content.

Specialized Experience Requirements:

- This writer has a minimum of three years of demonstrated experience in S-1000-D formatting and ArborText software. This writer has a minimum of three years of demonstrated experience directly related to military aircraft technical data products and manuals.

**Technical Order Library Clerk, BLS SOC Code 13-1111:** Acquires, processes, stores and retrieves technical documents in various formats. Manages configuration control of documents, software and hardware in accordance with established procedures. Maintains a multimedia technical data library that consists of technical documents, technical data and reports, software, and product user licenses.

**Graphic Artist, BLS SOC Code 27-3042:** The Graphic Artist develops and edits digital imagery for incorporation into 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 complex technical systems. The Graphic Artist develops, captures, and manipulates source image data and video from a variety of engineering Computer Aided Design software packages (i.e., AutoCAD, Creo, SolidWorks, CATIA, etc.), photographs, videos or other source formats.

C-TXT

**C-TXT-242.9515 PROCEDURES AND APPROVALS REQUIRED PRIOR TO INCURRING DIRECT MATERIAL COSTS (SEP 2021)**

(a) General.

(1) These procedures apply to CLIN 0003.

(2) Any material procured as a direct cost under this contract by the Contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), the Navy Marine Corps Acquisition Regulation Supplement (NMCARS), and any other Department of Defense or Department of the Navy policies and procedures.

(3) Performance of this contract may require the contractor to procure material. If material incidental to performance of this service contract is required and will be a direct cost consistent with the contractor’s disclosure statement, the Contractor shall follow the procedures outlined herein before making a purchase. No material item with a unit cost greater than the Simplified Acquisition Threshold (SAT) (FAR 2.101) may be procured under this contract. No single procurement with a total value, i.e., the total sum of all items, greater than the Truth In Negotiations Act (TINA) threshold (FAR 15.403-4(a)(1)) may be procured under this contract. Procurements shall not be split to circumvent these thresholds or the approval thresholds set forth in paragraph (b) below. Procurement of material that is not incidental to and necessary for contract performance, or approved in accordance with these procedures, may be determined to be an unallowable cost pursuant to FAR Part 31 and DFARS Part 231.

(b) Procedures. All material procurements to be directly charged to CLIN 0003 of this contract are subject to the following review and/or approval procedures:

Approval Authorities.

<u>Notification Only (No Approval Required)</u>	<u>Contracting Officer Representative (COR) Approval</u>	<u>COR and Contracting Officer Approval</u>
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<p>Items listed in para. (c), excluding sole source procurements and software licenses, with a <u>total cost of less than or equal to the micro-purchase threshold (FAR 2.101)</u></p>	<p>Items listed in para. (c), excluding sole source procurements and software licenses, with a <u>total cost greater than the micro-purchase threshold (FAR 2.101) but less than or equal to the SAT (FAR 2.101)</u>.</p>	<p>Items listed in para. (c) with a <u>total cost greater than the SAT (FAR 2.101)</u>.</p> <p>Items listed in para. (c) procured on a <u>sole source basis (regardless of dollar value)</u></p> <p>Software licenses (regardless of dollar value)</p> <p>Any item not listed in para. (c) (regardless of dollar value)</p>
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(2) **Contractor Requests and Notifications.** For all material procurements subject to these procedures, the Contractor shall submit a material procurement request (or notification, for procurements that do not require approval) that includes the following: 1) a list of the material items to be procured, 2) an explanation of the need for the material, 3) a listing of quotes received, 4) the reason for the selected source, and 5) the determination of price reasonableness. If the procurement is sole source to a particular supplier, the request shall also include the rationale for limiting the procurement to that supplier. When approval is required per paragraph (b)(1), the Contractor shall not proceed with the procurement until receiving approval. All requests requiring approval shall be submitted to the COR for disposition. For requests within the COR approval threshold, the COR will provide written approval or disapproval to the Contractor. For requests within the Contracting Officer’s approval threshold, the COR will forward the request with a recommendation of approval or disapproval to the Contracting Officer. The Contracting Officer will provide written approval or disapproval to the COR and the Contractor. When approval is not required, the Contractor shall provide an email notification to the COR containing the required content prior to procuring the material.

(3) **Urgent Requirements.** For direct material procurements that require COR approval only, urgent requests may be verbally requested and verbally approved. A request is considered urgent when it is necessary for the Contractor to procure material to immediately respond to a requirement. If the COR concurs with the urgent nature of the request, verbal approval of the request will be provided to the Contractor. All urgent requests verbally approved by the COR shall be followed up with a Contractor email request to the COR within one business day of the verbal approval, containing the minimum content set forth in paragraph (b)(2) above and referencing the date of the verbal approval by the COR. The COR shall thereafter respond via email to provide written confirmation of the verbal approval.

(c) **List of Applicable Materials/ODCs:** Supplies, parts, equipment, hardware, and Information Technology resources, including equipment, services, and software. This is anticipated to include, but are not limited to: training aides, presentation materials, software licenses, laptops, tablets, and servers, and data storage media.

## Section D - Packaging and Marking

**PACKAGING AND MARKING CLINS****Items 0001 and 0002**

Packaging and Marking are not applicable to these items.

**Items 0003**

Materials to be furnished hereunder shall be packaged, packed, and marked in accordance with the NAVAIR Clauses 5252.247-9508.

**Item 0004**

The data to be furnished hereunder shall be packaged, packed and marked in accordance with Exhibit A, DD Form 1423 CDRLs, and the clauses herein.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR)(OCT 2021)**

(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, 32 CFR Part 117.

(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.

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

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

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

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

Section E - Inspection and Acceptance

CLINS

**Items 0001**

The services to be furnished shall be inspected and accepted in accordance with NAVAIR clause 5252.246-9512.

**Items 0002 and 0003**

The travel and material to be furnished shall be inspected and accepted in accordance with NAVAIR clause 5252.246-9512.

**Item 0004**

The data to be furnished hereunder shall be inspected and accepted in accordance with NAVAIR clause 5252.246-9514 and Exhibit A DD Form 1423 CDRLs.

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

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled [Attachment 5 Data Item Transmittal Form]. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

## Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCEORDERING PERIOD

**Items 0001 through 0004** The ordering period for this contract is five (5) years. The specific Period of Performance (PoP) for individual Task Orders will be defined at the Task Order level.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 31-AUG-2022 TO 30-AUG-2027	N/A	N/A FOB: Destination	
0002	POP 31-AUG-2022 TO 30-AUG-2027	N/A	N/A FOB: Destination	
0003	POP 31-AUG-2022 TO 30-AUG-2027	N/A	N/A FOB: Destination	
0003	POP 31-AUG-2022 TO 30-AUG-2027	N/A	N/A FOB: Destination	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
252.247-7023	Transportation of Supplies by Sea	FEB 2019

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The contract shall commence on **31 August 2022** and shall continue until **30 August 2027**. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

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

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is **\$5,000.00** the maximum quantity is **the total contract value**.

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

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

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

- (1) PCO, Code **N/A**
- (2) ACO, Code **N/A**
- (3) 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:

**ATTN: COR name and code as identified in NAVAIR Clause 5252.201-9501**

**Contract Number: \_\_\_\_\_**

**48110 Shaw Rd**

**Bldg 2187, Suite 1180**

**Patuxent River, MD 20670**

Section G - Contract Administration Data

PAYMENT INSTRUCTIONS

**G-TXT-PAY PAYMENT INSTRUCTIONS (APR 2018)**

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

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

## CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

**COST VOUCHER**

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

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

**NOT APPLICABLE**

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

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<b>N00421</b>
Issue By DoDAAC	<b>N00421</b>
Admin DoDAAC**	<b>N00421</b>
Inspect By DoDAAC	<b>N00421</b>
Ship To Code	<b>N00421</b>
Ship From Code	<b>N/A</b>
Mark For Code	<b>N/A</b>
Service Approver (DoDAAC)	<b>N00421</b>
Service Acceptor (DoDAAC)	<b>N/A</b>

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

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

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

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

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

(g) WAWF point of contact.

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

**Additional notifications should be sent to: COR – TBD at time of Contract Award**

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

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

(a) The Contracting Officer has designated **TBD at time of award** as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities:

1. Review contractor invoices in Wide Area Work Flow (WAWF) to ensure proper labor categories and labor hours (as applicable) are charged to the appropriate CLIN/SLIN/INFOSLIN, Line of Accounting (LOA) ACRN, and if applicable appropriate Project number and TDL. In addition, ensure that travel and other items appear consistent with performance, and charges are reasonable for the work performed.
2. Maintain liaison with the prime contractor, your staff, other contractors, and customers related to the project.
3. Perform inspection and acceptance for the Government assuring performance/delivery is in accordance with contract/order requirements, terms and conditions. Ensure the hours worked by the contractor are the hours billed in the contractor’s invoice.
4. Promptly report to the Contracting Officer, in writing, any performance issues/delays by the contractor.

Your written notices should include actions you have taken to assist in remedying the situation.

5. Ensure the Government meets its contractual obligations to the contractor under the contract/order. This includes Government-furnished equipment, information and services called for under the contract/order, and timely government comment on or approval of any draft deliverables as may be required by the contract/order.
6. Inform the Contracting Officer, in writing, of any needed changes to the scope of work included in the contract/order; and specify if you or the contractor recommended these changes.
7. When possible, but without change to the existing contract/order, resolve issues.
8. Work with the contractor and the Contracting Officer to resolve issues.
9. Verify the contractor has taken corrective measures and problem is resolved
10. Maintain a contract/order file(s) in the Surveillance and Performance Monitoring Module (SPM) of Procurement Integrated Enterprise Environment (PIEE) and include the following:
  - a. A copy of the contract/order and all modifications (unless available in Electronic Data Access (EDA))
  - b. This COR designation memorandum
  - c. Correspondence between you and the contractor
  - d. Copies of correspondences to or from the contracting officer
  - e. Minutes of all meetings
  - f. Copies of all invoices submitted and paid
  - g. Copies of all contractor data submittals
  - h. Records of all inspections performed and the results
  - i. All other documentation of actions taken by you or required by your agency
11. Assist with contract/order closeout
12. Verify that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions and specifications. Specific emphasis should be placed on the quality provisions, for both adherences to the contract provisions and to the contractor's own quality control program.
13. Coordinate site entry for contractor personnel, and insure that any Government-furnished property is available when required.
14. CPARS Responsibility. You are responsible for documenting contractor performance in the Contractor Performance.
  - a. Assessment Reporting System (CPARS). The COR shall complete other CPARS assessments as required throughout the life of the contract, usually every 12 months and at the end of contract performance.

15. TASS Responsibility. If required, you are delegated responsibility for serving as a Trusted Associate Sponsorship System (TASS) Trusted Agent (TA). TAs shall be sponsors for eligible populations within TASS and will utilize TASS to register data for the DD Form 1172-2, re-verify CAC holder affiliation, and revoke CACs in accordance with DoDM 1000.13-M-V1 and the TASS (CVS) TASM/ TA and Applicant User Guides (available at <http://www.dtic.mil/whs/directives/>).
16. Travel Order Approval Authority. You are delegated the responsibility of approving contractor travel orders under this contract. Verify that travel receipts are valid and match the travel requirements identified in the Statement of Work (SOW). Notify the Contracting Officer immediately if any issues or problems are observed. Report on approvals conducted in your monthly report.
17. Review and approve all travel and ensure travel is required IAW the SOW. Ensure funding is available.
18. You shall NOT:
  - a. Take any actions that would commit or change the contract/order price, quantity, quality, schedule/delivery, scope of work, place of performance, or any other term or condition of the existing contract. Misrepresent the limits of your authority in dealing with the contractor nor take any action, which may constitute an informal agreement or unauthorized commitment.
  - b. Direct or redirect any contract/order action. This can only be done by the Contracting Officer.
  - c. Advise the contractor HOW to perform, but rather WHAT is required in the contract/order, including participating in any manner in the hiring process.
  - d. Direct the contractor or its subcontractor to operate in conflict with the contract terms and conditions.
  - e. Discuss acquisition plans, strategies or provide any advance information that might give one contractor an advantage over another contractor in forthcoming procurements.

(b) The effective period of the COR designation is from the award of the contract to the end of the contract and task order performance.

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

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

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

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

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

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

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

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

**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
<u>[insert CLIN]</u>	\$( <u>insert dollar amount</u> )

(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:

ITEM(S)	ALLOTED TO COST	PERIOD OF PERFORMANCE
<u>[insert CLIN]</u>	\$( <u>insert dollar amount</u> )	<u>[insert period]</u>

(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.**

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

252.225-7975 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS  
(DEVIATION 2020-00022) (AUG 2020)

(a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

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

(End of clause)

## 252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2020-00022) (AUG 2020)

(a) The Contractor shall—

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

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

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to section 841 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291), as amended, unless the Contracting Officer provides to the Contractor written approval of the head of the contracting activity to continue the subcontract.

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

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

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

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

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

(End of clause)

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

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

<https://www.public.navy.mil/fltfor/nctsnaples/Documents/Forms%20and%20Instructions/form01.pdf>. Instruction Note: SAAR-N forms are required to be downloaded and then completed. The "E-MAIL SUBMIT" button on the SAAR-N form is not to be used.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

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

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

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

subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of **three (3) years** after the terms of this contract. (FAR 9.505-2(b)(1))

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.
- (b) To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

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

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

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

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

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

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

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

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance-- Work on a Government Installation" and shall be maintained in the minimum amounts shown:

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

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

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

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

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

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

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

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

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

(c) Travel Policy.

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

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

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

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

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

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

**5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (NAVAIR)(JUL 1985) - ALT I (OCT 2005)**

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

(a) The amount available for payment and allotted to this incrementally funded contract is:

Funded Cost	\$ [TBD at Task Order level]
Funded Fee	\$ [TBD at Task Order level]
<b>TOTAL FUNDS</b>	<b>\$ [TBD at Task Order level]</b>

(b) This contract is incrementally funded and the amount currently available for payment is limited to \$[to be determined at Task Order level] which includes a fixed fee amount of \$[to be determined at Task Order level]. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of the Contract, no legal liability on the part of the Government for payment in excess of the revised total shall arise unless additional funds are made available and incorporated in a contract modification.

(c) the items covered by such amount are Item(s) [TBD at Task Order level]; and

(d) the period of performance for which it is estimated the allotted amount will cover is [TBD at Task Order level].

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
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	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
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	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-2	Security Requirements	MAR 2021
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	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	OCT 2020
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	JUN 2020
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	JUN 2020
52.215-16	Facilities Capital Cost of Money	JUN 2003
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
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	SEP 2021
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor-Cooperation with Authorities and Remedies	JAN 2022
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer Products	OCT 2015

52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization And Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-3	Patent Indemnity	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2 (Dev)	Cost Accounting Standards (DEVIATION 2018-O0015)	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25 Alt I	Prompt Payment (Jan 2017) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	SEP 2021
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 II	Changes--Cost-Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-7	Notification Of Changes	JAN 2017
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUL 2021
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.246-26	Reporting Nonconforming Items.	JUN 2020
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Contract Line or Subline Items Not Separately Priced	APR 2020

252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.219-7003 Alt II	Small Business Subcontracting Plan (DOD Contracts) (2019) Alternate II	DEC 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2020
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7013	Duty-Free Entry--Basic	APR 2020
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools.	JUN 2005
252.225-7021	Trade Agreements	SEP 2019
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	APR 2019
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
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	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
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012

252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002 (Dev)	Reporting Loss of Government Property (DEVIATION 2020- O0004)	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty Of Data	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018
252.251-7000	Ordering From Government Supply Sources	AUG 2012

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **[31 August 2022 through 30 August 2027. The specific Period of Performance (POP) for individual Task Orders will be defined at the Task Order level.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

##### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$5,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **the contract ceiling value**;

(2) Any order for a combination of items in excess of **the contract ceiling value**; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract **beyond 364 days after the end of the ordering period.**

#### **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **[to be completed at task order level]**; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **[to be completed at task order level]**.

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JULY 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \*\$0.00 or the overtime premium is paid for work-

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

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

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

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

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

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

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

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

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

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

**52.244-2 SUBCONTRACTS (JUN 2020)**

(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, as defined in FAR 2.101 on the date of subcontract award, 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, as defined in FAR 2.101 on the date of subcontract award, 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: **Subcontracts that exceed \$2M.**

(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 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 (c), (d), or (e) of this clause.

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

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

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

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

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: See Attachment (4) Subcontractor List

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(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 (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**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 **DoD facilities**. 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 the COR. All losses are to have the permanent badges returned to the COR on the last day of the individual's task requirement.

Section J - List of Documents, Exhibits and Other Attachments

EXHIBIT/ATTACHMENTS

Exhibit A – Contractor Data Requirements List A001 to A010

Attachment 1 – Contractor Surveillance Plan (CSP)

Attachment 2 – DD254

Attachment 3 – Organizational Conflicts of Interest List

Attachment 4 – Subcontractors List

Attachment 5 – Data Item Transmittal Form

Attachment 6 – Locator Form

Attachment L1 – Self-Scoring Worksheet

Attachment L2 – Relevant Experience Project Template

Attachment L3 – FPDS-NG Sample

Attachment L4 – Small Business Participation Commitment Document

Attachment L5 – Subcontracting Plan

Attachment P1 – Cost Summary

Attachment P2 – Fully Burdened Labor Rates

Attachment P3 – Professional Employee Compensation Summary

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.209-13	Violation of Arms Control Treaties or Agreements -- Certification.	FEB 2021
52.230-1	Cost Accounting Standards Notices And Certification	JUN 2021
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.209-7999 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation)	JAN 2012
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2020
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2021)

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

(2) The small business size standard is **\$41,500,000.00**.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(     ) Paragraph (d) applies.

( ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 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.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). 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.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 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.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 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.
- (xvi) 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.
- (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 at 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 at 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, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.
- (D) If the acquisition value is \$83,099 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.

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

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

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [ offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

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

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of provision)

**52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked “Yes” above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

**252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)**

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (e) applies.

(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

\_\_\_ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_ (vii) 252.232-7015, Performance-Based Payments--Representation.

(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 No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

**5252.209-9511 ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION (SERVICES)  
(NAVAIR)(APR 1989)**

This solicitation contains an organizational conflicts of interest clause in Section H, which is to appear in the awarded contract. Along with their proposals, offerors must check the appropriate box below:

- Information concerning a conflict of interest, as identified in NAVAIR 5252.209-9510, is provided.
- No conflict of interest exists.