

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 137 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. N0042119R0074		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 10 Sep 2020		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAWCAD PROCUREMENT GROUP 21983 BUNDY ROAD, BLDG 3272 PATUXENT RIVER MD 20670				CODE N00421		8. ADDRESS OFFER TO (If other than Item 7) See Item 7					
TEL: FAX:						TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 441</u> until <u>02:00 PM</u> local time <u>17 Nov 2020</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME BRANDON REASER		B. TELEPHONE (Include area code) (NO COLLECT CALLS)			C. E-MAIL ADDRESS brandon.reaser@navy.mil				
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES						
X	A	SOLICITATION/ CONTRACT FORM		1 - 2	X	I	CONTRACT CLAUSES		85 - 104		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		3 - 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS						
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		7 - 40	X	J	LIST OF ATTACHMENTS		105		
X	D	PACKAGING AND MARKING		41 - 42	PART IV - REPRESENTATIONS AND INSTRUCTIONS						
X	E	INSPECTION AND ACCEPTANCE		43 - 44	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		106 - 117		
X	F	DELIVERIES OR PERFORMANCE		45 - 48							
X	G	CONTRACT ADMINISTRATION DATA		49 - 55	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		118 - 135		
X	H	SPECIAL CONTRACT REQUIREMENTS		56 - 84	X	M	EVALUATION FACTORS FOR AWARD		136		
OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

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

Section SF 30 - BLOCK 14 CONTINUATION PAGE

NOTES

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

1. The Product Service Code (PSC) for this procurement is D399, IT and Telecom - Other IT and Telecommunications. Additional PSCs will be determined at the Task Order (TO) level
The North American Industry Classification System (NAICS) Code is 541330 - Engineering Services.
2. This contract will have a five (5) year ordering period in accordance with (IAW) *NAVAIR Clause 5252.216-9506*, the maximum value of this contract will not exceed \$249.7 M.
3. A Lot is defined as a five (5) year ordering period for a specific Contract Line Item Number (CLIN) (no option periods) or one (1) year for a specific CLIN to include all associated TOs placed during the ordering periods.
4. The contractor will be required to have either a SECRET or a TOP SECRET facility clearance and applicable clearances for personnel identified in Section C, Statement of Work (SOW) paragraph 3.2.2.2 as required by the TO SOW. SECRET or TOP SECRET clearance is not required at the time of contract award and will only be required at the time of actual performance on applicable TOs that require a SECRET or TOP SECRET clearance. The contractor will not be permitted access to classified information until a final DD254 is incorporated as an attachment to the contract.
5. Rapid Acquisition Prototyping Integration and Development hereinafter referred to as RAPID has six (6) Pools. Offerors can propose to one (1), multiple, or all of Pools two (2) through six (6). Pool one (1) is strictly reserved as a small business set-aside.
6. The Government intends to make an award to each and all qualifying Offerors whose proposal is technically evaluated as "acceptable."

POINTS OF CONTACT

Contract Specialist: Brandon Reaser

Phone: 301-757-0556

E-mail: Brandon.Reaser@navy.mil

Procuring Contracting Officer: Christopher Pennini

Phone: 301-757-0463

E-mail: Christopher.Pennini@navy.mil

Section B - Supplies or Services and Prices

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

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

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

NET AMT

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

ESTIMATED COST
FIXED FEE

TOTAL EST COST + FEE

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

ESTIMATED COST

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

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Delivered Contractor Acquired Property Not Separately Priced (NSP) Delivered Contractor Acquired Property (CAP) under CLIN 0006 IAW Section C SOW paragraph 3.1.5.2.				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	DATA				
	NSP Data ISO CLIN 0001, 0002, and 0003.				
	FOB: Destination				

NET AMT

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.
- (b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor, provided that title to the supplies is vested in the Government.
- (c) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number", wherever it appears, shall mean "National Item Identification Number".
(As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)

Section C - Descriptions and Specifications

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

The Naval Air Warfare Center Aircraft Division (NAWCAD) Webster Outlying Field (WOLF) provides engineering, integration, and mission support services to numerous Navy, Joint, and coalition forces worldwide utilizing numerous platforms and integrated capabilities. These capabilities typically require integration and coordination with existing infrastructure as well as the addition of new capabilities as the mission requirements dictate. The NAWCAD WOLF provides engineering design, tailored Systems Engineering (SE), and product acquisition in the development, integration, and fielding of solutions for warfighting capability gaps. Duties include the application of rapid development, rapid prototyping, and Systems Integration in the development of product-based solutions in areas to include Combat Integration & Identification Systems (CI&IDS), Ship & Air Integrated Warfare Systems (SAIW), Special Communications Mission Solutions (SCMS), Air Traffic Control & Landing Systems (ATC&LS), Airborne Systems Integration (ASI), and Integrated Command and Control (C2) and Intelligence (IC2&I). Due to the rapid nature of the work performed by the NAWCAD WOLF, all phases of the acquisition life cycle are present to provide products and services from concept through fielding. Training, operational support, and life cycle sustainment support are also required for limited durations in support of emerging operational needs.

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

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

Pool 1: Systems Accreditation and Certification

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

Pool 2: Command and Control (C2) Solutions

This pool will support C2 solutions in modular and/or fixed infrastructure systems and can range from new technology insertion to the retrofitting of existing systems. The focus areas are comprised of tasking to support arrangement of personnel, equipment, communications, facilities, and procedures employed in planning, directing, coordinating, and controlling forces and operations. This focus area includes requirements analyses, evaluation, studies and analysis, cyber hardening, engineering design, configuration management, prototyping, integration, production, test and evaluation, logistical support, training, documentation, and fielding of systems encompassing communications systems, networking, and computing technologies. Cost, schedule, performance, and risk shall be maintained and reported throughout the duration of the efforts. Typical tasks include, but are not limited to, development and integration of deployed modular facilities with integrated networks, audiovisual systems, computers and data links, as well as the retrofitting or repurposing of fixed infrastructure to add or modify networks, audiovisual systems, computers, and integration of communication data links between geographically separated deployable and fixed infrastructure.

Pool 3: Aviation Systems Development and Operations

This pool will support aviation system operations to include design and integration required for successful flight demonstrations, technology evaluations, and operations. The focus areas include requirements analysis, evaluation, studies and analysis, cyber hardening, engineering design, configuration management, prototyping, integration, test and evaluation, logistical support, documentation, airworthiness, and flight operations of manned and unmanned systems to support development, demonstration, and operations of various technologies. Cost, schedule, performance, and risk shall be maintained and reported throughout the duration of the efforts. Typical tasks include, but are not limited to, integration of sensors into a commercially owned or Government owned Unmanned Air System (UAS) platform for engineering evaluation and flight support for limited sustained operations in support of active missions; integration and flight operations of commercially owned commercially operated manned aircraft for engineering evaluation and flight support for limited sustained operations in support of active missions; and performing limited aircraft modifications at customer defined locations in support of engineering assessments or limited sustained operations.

Pool 4: Shipboard Combat Systems

This pool will support shipboard C5ISR combat systems and can range from new technology insertion to the retrofitting of existing systems. The focus areas include development, integration, testing, documentation, and fielding of various technologies onto or interface with shipboard combat systems. Cost, schedule, performance, and risk shall be maintained and reported throughout the duration of the efforts. Typical tasks include, but are not limited to, development, integration and installation of non-standard communications and telemetry systems onto vessels and supporting ground stations; development, integration and installation of communication and telemetry systems on non-traditional vessels; or development, limited installation and fielding of emerging technologies for engineering evaluation and limited sustained operations in support of active missions.

Pool 5: Embarkable Systems

This pool will support man-pack, transit case, vehicular, and other transportable C5ISR solutions and ranges from new technology insertion to the retrofitting of existing systems. The focus areas include requirements analysis, evaluation, studies and analysis, cyber hardening, engineering design, configuration management, prototyping, integration, production, test and evaluation, logistical support, training, documentation, and fielding of C5ISR technologies. Cost, schedule, performance, and risk shall be maintained and reported throughout the duration of the efforts. Typical tasks include, but are not limited to, development and integration of commercial products into a transportable communication solution; development or integration of systems that provide interoperability across components that do not

communicate natively; and development and integration of solutions that utilize commercially available and Government owned components into an integrated transportable solution.

Pool 6: Airborne Mission Systems

This pool will support the complete airborne mission system to include air vehicle, distribution, and ground based components and can range from new technology insertion to the retrofitting of existing systems. The focus areas include requirements analysis, evaluation, studies and analysis, cyber hardening, engineering design, configuration management, database support, integration, production, test and evaluation, logistical support, training, documentation, airworthiness, flight operations, and fielding of Airborne Mission Systems to the warfighter. Cost, schedule, performance, and risk shall be maintained and reported throughout the duration of the efforts. Typical tasks include, but are not limited to, development and integration of CSISR communication links, networking devices, and display and sensors to support dissemination of data information into to ground, ship, and air borne platforms for a complete system of systems solution.

SOW Paragraph					Pool 1	Pool 2	Pool 3	Pool 4	Pool 5	Pool 6
Associated functional expertise:					Systems Accreditation and Certification	Command and Control (C2) Solutions	Aviation Systems Development and Operations	Shipboard Combat Systems	Embarkable Systems	Airborne Mission Systems
3.1				General requirements	Apply as directed in subparagraphs below					
	3.1.1			Compatibility	X	X	X	X	X	X
	3.1.2			Work location, facilities, and property	Apply as directed in subparagraphs below					
		3.1.2.1		Work location	X	X	X	X	X	X
		3.1.2.2		Meeting support	X	X	X	X	X	X
		3.1.2.3		Facility support	X	X	X	X	X	X
		3.1.2.4		Special facilities	Apply as directed in subparagraphs below					
			3.1.2.4.1	Industrial support services		X	X	X	X	X
			3.1.2.4.2	Germany support	X	X	X	X	X	X
		3.1.2.5		Equipment installation	X	X	X	X	X	X
	3.1.3			Contract status reporting	Apply as directed in subparagraphs below					
		3.1.3.1		Monthly progress and financial status report	X	X	X	X	X	X
	3.1.4			Work schedule to include Compressed Work Schedule (CWS), overtime, holidays, and installation closure	Apply as directed in subparagraphs below					
		3.1.4.1		Work schedule	X	X	X	X	X	X
			3.1.4.1.1	Compressed Work Schedule (CWS)	X	X	X	X	X	X

			3.1.4.1.2	Holidays	X	X	X	X	X	X
			3.1.4.1.3	Installation closure	X	X	X	X	X	X
			3.1.4.1.4	Overtime	X	X	X	X	X	X
			3.1.4.1.5	Special pay		X	X	X	X	X
			3.1.4.1.6	Telework	X	X	X	X	X	X
	3.1.5			Other Direct Costs (ODCs)	Apply as directed in subparagraphs below					
		3.1.5.1		Travel	X	X	X	X	X	X
			3.1.5.1.1	General and administrative expenses	X	X	X	X	X	X
			3.1.5.1.2	Ship based detachments	X	X	X	X	X	X
			3.1.5.1.3	Synchronized Pre-Deployment & Operational Tracker (SPOT) and Letter of Authorization (LOA)	X	X	X	X	X	X
		3.1.5.2		Material	X	X	X	X	X	X
		3.1.5.3		Field services		X	X	X	X	X
	3.1.6			Subcontractors and consultants	X	X	X	X	X	X
	3.1.7			Management of contractor personnel	X	X	X	X	X	X
	3.1.8			Transition out strategy	X	X	X	X	X	X
	3.1.9			Training requirements	Apply as directed in subparagraphs below					
		3.1.9.1		Certification and training	X	X	X	X	X	X
		3.1.9.2		Additional training requirements	X	X	X	X	X	X
		3.1.9.3		Safety training and surveys	X	X	X	X	X	X
		3.1.9.4		Corporate applications and cybersecurity	X	X	X	X	X	X
	3.1.10			Quality Assurance	Apply as directed in subparagraphs below					
		3.1.10.1		Contract QA	X	X	X	X	X	X
		3.1.10.2		Quality Management System (QMS)	X	X	X	X	X	X
	3.1.11			Technical Direction Letters (TDLs)	X	X	X	X	X	X
3.2				Security (and all subparagraphs)	X	X	X	X	X	X
3.3				Specific requirements	As shown below					

	3.3.1		General scientific engineering	Apply as directed in subparagraphs below					
		3.3.1.1	Requirements definition and analysis and concept design (and all subparagraphs)	X	X	X	X	X	X
		3.3.1.2	Specification support (and all subparagraphs)	X	X	X	X	X	X
		3.3.1.3	Emerging technologies (and all subparagraphs)	X	X	X	X	X	X
		3.3.1.4	Engineering studies, analyses, and simulations (and all subparagraphs)	X	X	X	X	X	X
		3.3.1.5	Cybersecurity (and all subparagraphs)	X	X	X	X	X	X
		3.3.1.6	SE architecture (and all subparagraphs)	X	X	X	X	X	X
		3.3.1.7	Design and engineering support (and all subparagraphs)	X	X	X	X	X	X
		3.3.1.8	Software development (and all subparagraphs)	X	X	X	X		X
		3.3.1.9	Software development documentation (and all subparagraphs)	X	X	X	X		X
		3.3.1.10	Software development evaluation (and all subparagraphs)	X	X	X	X		X
		3.3.1.11	Configuration Management (CM) (and all subparagraphs)	X	X	X	X	X	X
		3.3.1.12	Cybersecurity, certification, and accreditation (and all subparagraphs)	X	X	X	X	X	X
		3.3.1.13	Database support (and all subparagraphs)	X		X	X		X
		3.3.1.14	Prototyping (and all subparagraphs)	X	X	X	X	X	X

	3.3.2		Integration, installation, and Test & Evaluation (T&E)	Apply as directed in subparagraphs below					
		3.3.2.1	Site and equipment surveys (and all subparagraphs)		X	X	X	X	X
		3.3.2.2	Integration and installation (and all subparagraphs)		X	X	X	X	X
		3.3.2.3	Verification testing (and all subparagraphs)		X	X	X	X	X
		3.3.2.4	Certification testing (and all subparagraphs)	X	X	X	X	X	X
		3.3.2.5	Software testing (and all subparagraphs)	X	X	X	X	X	X
	3.3.3		Logistics Support	Apply as directed in subparagraphs below					
		3.3.3.1	General logistics support (and all subparagraphs)	X	X	X	X	X	X
		3.3.3.2	Material and equipment procurement and control (and all subparagraphs)		X	X	X	X	X
		3.3.3.3	Logistics studies, analyses, and simulations (and all subparagraphs)		X	X	X	X	X
		3.3.3.4	Training (and all subparagraphs)		X	X	X	X	X
		3.3.3.5	Inspections (and all subparagraphs)		X	X	X	X	X
		3.3.3.6	Packaging, Handling, Shipping & Transportation (PHS&T) and warehousing (and all subparagraphs)		X	X	X	X	X
	3.3.4		Operational and maintenance support	Apply as directed in subparagraphs below					
		3.3.4.1	In-service engineering support (and all subparagraphs)		X	X	X	X	X
		3.3.4.2	Equipment CM (and all subparagraphs)		X	X	X	X	X
	3.3.5		Technical project management	Apply as directed in subparagraphs below					

		3.3.5.1		General technical project management (and all subparagraphs)	X	X	X	X	X	X
		3.3.5.2		Technical meeting support (and all subparagraphs)	X	X	X	X	X	X
		3.3.5.3		Technical documentation support (and all subparagraphs)	X	X	X	X	X	X
	3.3.6			Flight Operations	Apply as directed in subparagraphs below					
		3.3.6.1		Pilots and sensor operators			X			X
		3.3.6.2		Government Personnel on flights			X			X
		3.3.6.3		Airworthiness Certification (and all subparagraphs)			X			X
3.4				Personnel Qualifications (and all subparagraphs)	X	X	X	X	X	X

2.0 Applicable documents.

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

2.1 DoD specifications.

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

2.2 DoD standards.

- 2.2.1 *DoDD 5000 Series.*
- 2.2.2 *DoDI 8510.01 Risk Management Framework (RMF) for DoD Information Technology.*
- 2.2.3 *DoD 8500.2 Information Assurance (IA) Implementation.*
- 2.2.4 *MIL-STD-882D System Safety.*

- 2.3 Other Government documents.
 - 2.3.1 *OPNAVINST 3432.1 Operational Security.*
 - 2.3.2 *NASPAXRIVERINST 5100.35C Occupational Safety and Health (OSH) Manual.*
 - 2.3.3 *NAWCINST 3432.1 NAWC Operations Security Plan.*
 - 2.3.4 *DoD Joint Travel Regulations (JTR).*
 - 2.3.5 *CNSSP-1 National Policy for Safeguarding and Control of COMSEC and any other applicable guidance and regulations on force in the Area of Operations (AO).*
 - 2.3.6 *JFAN 6/0 Joint Air Force-Army-Navy Manual Special Access program Security Manual.*
 - 2.3.7 *Defense Information Systems Agency's (DISA) Application Security.*
 - 2.3.8 *Development Security Technical Implementation Guide (STIG), Version 3 Release 4.*
 - 2.3.9 *OPNAVINST 5100.27.*
 - 2.3.10 *OPNAVINST 11010.20.*
 - 2.3.11 *Army in Europe (AE) Regulations 600-700 Dated 28 May 2009.*

3.0 Requirements.

3.1 General requirements.

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

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

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

Use of a Research, Development, Test, and Evaluation (RDT&E) network may be required to meet the requirements of a TO. The Contractor shall ensure all on-site employees requiring connectivity with the RDT&E network are provided access to computers for development of documentation, databases, and spreadsheet data. These computers shall have sufficient memory, hard disk space, a network interface card, and run a full range of standard software including current versions of Microsoft Windows Operating System and Microsoft Office Professional, when required by the TO. Desktop computer systems shall be set up to allow access to the RDT&E network. Technical support from the manufacturer of the hardware and software must be available. All equipment being connected to the RDT&E network shall meet minimum requirements stated in the current version of non-Navy RDT&E network Standard Operating Procedures (SOPs). The use of RDT&E network assets on networks other than the RDT&E network is prohibited. Contractors are mandated by DoD policies to use Government approved client Public Key Infrastructures (PKIs), Class 4 Certificates, for accessing various Government DoD resources. The Contractor shall provide approved client DoD client PKI Class 4 Certificates or Common Access Card (CAC) Badge/CAC Readers. Contractor-Owned (CO) equipment will be permitted connections to Naval Air Systems Command (NAVAIR)/DoD networks in order to carry out the performance of this Contract. All CO hardware and/or software shall meet *DoD 8500.2 IA Controls*, is subject to validation scanning, and must be approved by the Contracting Officer's Representative (COR) and the RDT&E Network

Information Security Officer prior to connection. All property must be tagged as Contractor Furnished Equipment (CFE). No personally owned computers are allowed to be attached to the RDT&E network. The operating environment required for the RDT&E network will be established in the TO.

3.1.2 Work location, facilities, and property.

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

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

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

3.1.2.4 Special facilities.

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

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

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

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

3.1.3.1 Monthly progress and financial status report. The Contractor shall provide a progress and financial status

report IAW the Contract Data Requirements List (CDRL) defined within the TO. The report shall include work accomplished since submittal of the last report, both monthly and cumulative work-hour labor costs expended by labor category and material and travel costs.

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

3.1.4.1 Work schedule. The Contractor shall provide the required services and staffing coverage during normal working hours. Normal working hours are usually eight and a half (8.5) hours (including a thirty-minute lunch break), from 0730 to 1600 each Monday through Friday (except on the federal holidays specified in paragraph 3.1.4.1.2). Some supported Government offices have flexibility to start as early as 0600/0630 and end as late as 1800, Monday through Friday. Support required outside normal working hours may be required at the TO level. In times of National Disaster, heightened states of emergency, or pandemics, the Government may authorize additional guidance to work locations, facilities, telework, and working hours.

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

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

3.1.4.1.2 Holidays. The Government observes the following holidays:

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

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

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

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

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

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

3.1.4.1.6 Telework. For each TO, the Contractor, upon notification to, and concurrence from, the COR that the employees' work tasking is eligible for telework, may utilize alternate worksites/locations and telework to support continued performance of its contract IAW company policy. Contractor discretion is required when making alternate worksite and telework decisions based upon the nature of support provided by the employees. In the event telework is utilized, the Contractor remains responsible for performance and compliance with any applicable cost accounting standards and contract cost principles/procedures.

3.1.5 Other Direct Costs (ODCs)

3.1.5.1 Travel (CLIN 0005)

3.1.5.1.1 General and administrative expenses. Travel may include general and administrative expenses, but shall not include profit. Temporary travel requirements, locations, and authorization request procedures will be determined by the TO. If required, temporary travel locations will be listed in the applicable TO. Travel authorization requests shall be prepared and submitted for COR approval IAW TO guidance and *NAVAIR clause 5252.232-9509*. The Contractor shall provide a trip report for all travel IAW the CDRL defined in the TO.

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

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

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

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

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

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

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

3.1.9 Training Requirements.

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

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

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

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

3.1.10 Quality Assurance (QA).

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

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

3.1.10.2 Quality Management System (QMS)

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

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

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

3.1.11 Technical Direction Letters (TDLs). When necessary, technical direction or clarification concerning the details of specific tasks set forth in the TOs will be given through issuance of written TDLs. TDLs will not, in any manner, alter the scope of the Contract or TO. For further direction see *NAVAIR clause 5252.242-9502 TECHNICAL DIRECTION (Variation)(October 2019)* in Section H.

3.2 Security.

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

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

3.2.2 Investigative requirements.

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

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

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

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

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

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

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

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

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

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

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

3.2.3 System Authorization Access Request-Navy (SAAR-N), CAC/PKI:

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

- (a) Contractor personnel assigned to perform work under this contract may require access to Navy IT resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring CAC PKI. Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall electronically submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Rev 9/2011) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources.
- (b) SAAR-N forms will be submitted to the Program Information System Security Manager (PISSM) via the COR or Alternate COR (ACOR), or to the government sponsor, if the contract does not name a COR or A COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or ACOR, the designated SAAR-N Government Sponsor for contractor employees requiring IT access shall be responsible for signing and processing the SAAR-N forms and submission to the PISSM. For those contractors that do not have an FSO, SAAR-N forms shall be submitted to the PISSM via the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor.
- (c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual CS awareness training. The contractor shall ensure that a completed DoD Cybersecurity Awareness Challenge version 2.0 or the latest version thereof, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this section, access to Navy IT resources will be denied/revoked.
- (d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract or order number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract or order.

3.2.3.2 CAC/PKI: The government may approve and issue CACs to personnel supporting this contract on a case-by-case basis. CAC requests shall be initiated using the Trusted Associate Sponsorship System Consent to Monitor (TASS) (<https://www.dmdc.osd.mil/TASS/>). A Trusted Agent (TA) will be identified by the Government to the Contractor for CAC issuance. CAC applicants shall submit an initial request for a CAC or government credential to the Trusted Agent (TA) and log in to TASS to complete and submit the online application for government credentials. The sponsoring DoD Agency will provide the Applicant Request Form which is the necessary information and appropriate paperwork required for obtaining a government credential. The contractor shall then vet the applicant using the DoD approved process. Once the applicant, Contracting Agency, and Sponsoring Agency provide the necessary information, the applicant shall submit the required information to the TA. The TA will verify that the contractor has vetted the applicant and establish the affiliation of the applicant with the service or agency. Once the TA confirms the vetting and ensures all other requirements have been satisfied, he or she creates an application in TASS for submission. Once the TA submits a new application for an applicant, the TA will provide the applicant (via secure means) the TASS weblink and his or her user ID and temporary password. The applicant shall then log in to TASS to complete and submit the application. Once the TA submits the application, the applicant has seven days to complete an initial log in to TASS and begin the application

process, or TASS will automatically disable the applicant's application. Per DTM 08-003, the Next Generation CAC Implementation Guidance document, initial CAC issuance requires, at a minimum, the completion of FBI fingerprint check with favorable results and submission of a National Agency Check with Inquiries (NACI) to the OPM, or a DoD-determined equivalent investigation. Per *DoD Manual 1000.13, Volume 1 (Enclosure 2, Section 6C)* only an official government email address (e.g., .mil, .gov, .edu) may be entered into a CAC. Contractor email addresses are NOT authorized on the CAC and it is the responsibility of the contractor company to provide a valid ECA PKI certificate associated with the contractor's official email addresses for usage and in support under this contract.

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

3.2.4 Information security. If the work is performed at the Contractor's facility, the Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of classified information and CUI and to control distribution of CUI IAW *DoD 5220.22-M (NISPOM)*, and *SECNAV M-5510.36*. If the work is performed at the Government's facility, the Contractor shall comply with facility and security instructions and guidance as required by facilities established within each TO.

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

3.2.4.2 Public release for Classified and Unclassified Information: Any controlled information pertaining to this Contract shall not be released for public dissemination, including posting to any social media sites such as Facebook or Twitter, unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release via the COR of this contract.

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

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

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

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

3.2.6 Anti-Terrorism Force Protection and Emergency Management (To be determined at the TO level). The work performed on this Contract may or may not be Emergency Essential IAW *OPNAVINST 3440.17A* and Government Emergency Management, Antiterrorism and/or Continuity of Operations Plans. Contractor personnel shall comply with

all Government Emergency Management, Antiterrorism and/or Continuity of Operations Plans and directives. Contractor personnel shall not report for work at Government facilities upon declaration of Force Protection Condition CHARLIE or in any event or emergency where Government officials direct curtailment of operations to "Mission Essential Only." All Contractor personnel assigned to a Government facility shall complete annual Antiterrorism (Level One) and Active Shooter training.

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

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

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

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

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

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

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

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

3.3.1 General scientific engineering. (CLIN 0001 and 0004)

3.3.1.1 Requirements definition and analysis and concept design.

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

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

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

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

3.3.1.2 Specification support.

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

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

3.3.1.3 Emerging technologies.

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

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

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

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

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

3.3.1.4 Engineering Studies, analyses, and simulations.

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

3.3.1.4.2 The Contractor shall assist with the studies, analyses, and simulations in support of engineering design and system verification.

3.3.1.4.3 The Contractor shall assist with the studies, analyses, and simulation in support of network, software, and cyber design and system verification.

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

3.3.1.5 Cyber security.

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

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

3.3.1.6 SE architecture.

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

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

3.3.1.7 Design and engineering support.

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

3.3.1.7.2 The Contractor shall assist with providing electrical and electronics architectural design and engineering (i.e. analog and digital circuit design analyses, electromagnetic modeling, computer networking, audio visual, digital signal processing, and Radio Frequency (RF) engineering.)

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

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

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

3.3.1.8 Software development.

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

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

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

3.3.1.9 Software development documentation.

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

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

3.3.1.10 Software development evaluation.

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

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

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

3.3.1.11 Configuration Management (CM).

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

3.3.1.11.2 The Contractor shall assist with ensuring version control.

3.3.1.11.3 The Contractor shall assist with establishing and maintaining baselines.

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

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

3.3.1.12 Cybersecurity, certification, and accreditation.

3.3.1.12.1 The Contractor shall assist with cybersecurity activities associated with the certification and accreditation of IT systems and the subsequent granting of an Authorization to Operate (ATO), Interim Authority To Test (IATT), and cyber vulnerability assessments including: defining the certification and accreditation requirements; preparation of required artifacts; implementation and validation of Cybersecurity controls; performing corrective action(s); and coordination with the designated approving authority.

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

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

3.3.1.13 Database support.

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

3.3.1.13.2 The Contractor shall support the development of database systems.

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

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

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

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

3.3.1.14 Prototyping.

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

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

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

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

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

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

3.3.2.1 Site and equipment surveys.

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

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

3.3.2.2 Integration and installation.

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

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

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

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

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

3.3.2.3 Verification testing.

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

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

3.3.2.4 Certification testing.

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

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

3.3.2.4.3 The Contractor shall assist with technical orientation briefings.

3.3.2.5 Software testing.

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

3.3.3 Logistics support. (CLIN 0001 and 0004)

3.3.3.1 General logistics support.

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

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

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

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

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

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

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

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

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

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

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

3.3.3.2 Material and equipment procurement and control.

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

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

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

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

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

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

3.3.3.3 Logistics Studies, analyses, and simulations.

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

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

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

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

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

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

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

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

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

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

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

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

3.3.3.4 Training.

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

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

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

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

3.3.3.5 Inspections.

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

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

3.3.3.6 PHS&T and warehousing.

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

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

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

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

3.3.4.1 In-service engineering support.

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

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

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

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

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

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

3.3.4.2 Equipment CM.

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

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

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

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

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

3.3.5 Technical project management. (CLIN 0001)

3.3.5.1 General technical project management.

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

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

3.3.5.2 Technical meeting support.

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

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

3.3.5.3 Technical documentation support.

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

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

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

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

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

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

3.3.6.3 Airworthiness certification.

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

All aircraft used under this Contract shall possess a Standard or Restricted Federal Aviation Administration (FAA) airworthiness certificate, and also be approved under the *NAVAIR Flight Clearance Procedures, 4.0P* as accepted by NAVAIR. Due to the nature of some Military Equipment/Requirements a standard FAA airworthiness certificate may be authorized or allowed. A copy of the airworthiness certificates shall be available for inspection. Airworthiness

directives must be complied within the prescribed time frame, and service bulletins must be evaluated for applicable action.

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

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

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

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

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

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

3.3.6.3.7 The Contractor supporting Public Aircraft Operations (PAO) shall hire and train the number of employees required to safely maintain the company aircraft and support the scope of the maintenance operations both at home station (the company's primary facility) and detachment locations. These personnel must ensure that all maintenance

tasks, including required inspections and airworthiness directives, are performed; that maintenance actions are properly documented; and that the discrepancies identified between inspections are corrected.

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

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

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

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

3.4 Personnel Qualifications.

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

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

3.4.3 College degree. All degrees shall be obtained from an "accredited college or university" as recognized by the U.S. Department of Education (ED). This includes associates, bachelor's, master's, or doctoral degrees.

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

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

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

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

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

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

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

3.4.7 Professional employee experience and education level definitions.

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

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

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

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

Bachelor's Degree	Six (6) years of relevant work experience in addition to the work experience described in the labor category may be substituted for a bachelor's degree.	Associates degree plus four (4) years of relevant work experience in addition to the work experience described in the labor category may be substituted for a bachelor's degree.
Master's Degree	Bachelor's degree plus four (4) years of relevant work experience in addition to the work experience described in the labor category may be substituted for a master's degree.	

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

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

General and Operations Manager (Project Manager)	Journeyman
Management Analyst	Journeyman
Management Analyst	Senior
Software Developer (applications)	Journeyman
Software Developer (applications)	Senior
Computer Programmer (Software Developer and Programmer)	Senior
Software Developers (Systems Software)	Journeyman

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

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

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

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

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

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

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

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

3.4.14 Professional services labor qualifications. The following table lists the minimum labor category education and experience requirements, Bureau of Labor Statistics (BLS) Standard Occupational Classification (SOC) Code and the functional descriptions for each labor category. Please note that the table below lists potential labor categories and experience requirements; however, additional labor categories may be added at the individual TO level.

Labor Category	Level	BLS SOC Code	Degree Requirement
Aerospace Engineer	Journeyman	17-2011	Engineering
Aerospace Engineer	Senior	17-2011	Engineering
Avionics Technician	Journeyman	49-2091	Any discipline
Avionics Technician	Junior	49-2091	Any discipline
Business Operations Specialist (Operations Security Analyst)	Journeyman	13-1199	Any discipline
Computer and Information Research Scientist	Junior	15-1221	Engineering, computer science, or related fields

Labor Category	Level	BLS SOC Code	Degree Requirement
Computer and Information Research Scientist	Senior	15-1221	Engineering, computer science, or related fields
Computer and Information System Managers	Junior	11-3021	Engineering, computer science, or related fields
Computer and Information System Managers	Journeyman	11-3021	Engineering, computer science, or related fields
Computer and Information System Managers	Senior	11-3021	Engineering, computer science, or related fields
Commercial Pilot	Senior	53-2012	Any discipline
Computer Hardware Engineer	Journeyman	17-2061	Engineering, computer science, or related fields
Computer Network Architects	Senior	15-1241	Engineering, computer science, or related fields
Computer Network Support Specialists	Junior	15-1231	Engineering, computer science, or related fields
Computer Network Support Specialists	Journeyman	15-1231	Engineering, computer science, or related fields
Computer Network Support Specialists	Senior	15-1231	Engineering, computer science, or related fields
Computer Systems Analyst (Professional)	Junior	15-1211	Engineering, computer science, or related fields
Computer Systems Analyst (Professional)	Journeyman	15-1211	Engineering, computer science, or related fields
Computer Systems Analyst (Professional)	Senior	15-1211	Engineering, computer science, or related fields
Computer User Support Specialist	Junior	15-1232	Engineering, computer science, or related fields
Computer User Support Specialist	Journeyman	15-1232	Engineering, computer science, or related fields
Database Administrator	Junior	15-1242	Computer science, information systems, information technology, or related fields
Database Administrator	Journeyman	15-1242	Computer science, information systems, information technology, or related fields
Electrical Engineer	Junior	17-2071	Engineering
Electrical Engineer	Journeyman	17-2071	Engineering
Electrical Engineer	Senior	17-2071	Engineering
Financial and Investment Analyst	Journeyman	13-2051	Business discipline
First Line Supervisor of Aircrew Members	Senior	55-2011	Any discipline
Information Security Analyst	Journeymen	15-1212	Computer science, information systems, information technology, or related fields
Information Security Analyst	Senior	15-1212	Computer science, information systems, information technology, or related fields
Logistician	Journeyman	13-1081	Logistics discipline
Logistician	Senior	13-1081	Logistics discipline
Mechanical Engineer	Junior	17-2141	Engineering
Mechanical Engineer	Journeyman	17-2141	Engineering
Mechanical Engineer	Senior	17-2141	Engineering
Network and Computer Systems Administrators	Journeyman	15-1244	Networking, computer information systems, or related fields
Operations Research Analyst	Journeyman	15-2031	Business, operations research, management, science, analytics, mathematics, engineering, computer science, or related fields
Operations Research Analyst	Senior	15-2031	Business, operations research, management, science, analytics, mathematics, engineering, computer science, or related fields
Management Analyst (Program Manager)	Senior	13-1111	Engineering, computer science, Business, or related fields
General and Operations Manager (Project Manager)	Journeyman	11-1021	Business discipline or Engineering
Management Analyst	Junior	13-1111	Business discipline or related fields
Management Analyst	Journeyman	13-1111	Business discipline or related fields
Management Analyst	Senior	13-1111	Business discipline or related fields
Software Developer (applications)	Journeyman	15-1252	Computer science, software engineering, or a related fields
Software Developer (applications)	Senior	15-1252	Computer science, software engineering, or a related fields

Labor Category	Level	BLS SOC Code	Degree Requirement
Computer Programmer (Software Developer and Programmer)	Junior	15-1251	Computer science, software engineering, or a related fields
Computer Programmer (Software Developer and Programmer)	Senior	15-1251	Computer science, software engineering, or a related fields
Software Developers (Systems Software)	Journeyman	15-1252	Computer science, software engineering, or a related fields
Editor	Journeyman	27-3041	Business discipline or related fields

3.4.15 Functional descriptions for labor categories in the table above shall be as described by the BLS 2018 SOC System unless otherwise noted below.

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

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

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

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

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

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

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

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

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

3.4.15.4 Commercial Pilot, Senior, BLS SOC Code 53-2012

Function: Pilot and navigate the flight of fixed-wing aircraft on nonscheduled air carrier routes or helicopters. Requires

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

Required technical certification: Commercial Pilot certificate.

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

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

Function: Provide financial and accounting support to the activity's Accounting Department, Budget Department, Financial Systems Department, and Business Operations Department. Performs managerial and cost accounting, budgeting, funding execution, manpower management, workload, acquisition, document management, system support, and financial analyses to provide efficient allocation and effective utilization of financial resources. Makes recommendations for improving operations, systems, and reporting. Utilizes N-ERP to perform financial execution functions. Provides support with a variety of management activities, special projects, and data calls.

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

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

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

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

3.4.15.7 General and Operations Manager (Project Manager), Journeyman, BLS SOC Code 11-1021

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

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

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

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

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

Required specialized experience: Of the minimum ten (10) years of required experience, at least eight (8) years of experience managing engineering TOs, eight (8) years of experience prioritizing tasks among competing stakeholders, and eight (8) years of experience interfacing with COR/ACOR and senior leadership is required.

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

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

3.4.15.9 Computer Network Architect, Senior, BLS SOC Code 15-1241

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

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

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

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

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

3.4.15.10 Information Security Analyst, Senior, BLS SOC Code 15-1212

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

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

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

3.4.15.11 Electrical Engineer, Senior, BLS SOC Code 17-2071

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

Required specialized experience: Of the minimum ten (10) years of required experience, a minimum of eight (8) years of experience leading teams of engineers for requirements similar to the TO is required.

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

3.4.16 Non-professional/Non-Service Contract Act (SCA) Labor Qualifications:

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

3.4.17 Functional Descriptions for labor categories in the table above shall be as described by the BLS 2018 SOC System unless otherwise noted below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section D - Packaging and Marking

ADDITIONAL INFORMATION

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

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

Item 0009 – The data to be furnished hereunder shall be packaged, packed, and marked IAW with *NAVAIR clauses 5252.247-9502, 5252.247-9507, 5252.247-9508, 5252.247-9510, 5252.247-9514*, and Exhibit A of the TOs.

CLAUSES INCORPORATED BY REFERENCE

5252.247-9502	UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT	OCT 1994
---------------	--	----------

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

Section E - Inspection and Acceptance

INSPECTION INFORMATION

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

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

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

Item 0009 – The data to be furnished hereunder shall be inspected and accepted IAW *NAVAIR clauses 5252.246-9512, 5252.246-9514, 5252.246-9528, and Exhibit A of the TOs*.

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

(a) Initial inspection of the supplies to be furnished hereunder shall be made by [identify who will perform inspection] at the contractor's or subcontractor's plant located at [insert address/location of plant where inspection will take place]. Final inspection and acceptance shall be made by [identify who will perform final inspection/acceptance] within [insert number of days in which final inspection/ acceptance will be made] after [insert beginning time for final inspection/acceptance].

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out testing of the supplies.

TO BE COMPLETED AT TASK ORDER LEVEL

Section F - Deliveries or Performance

NOTES

CLINs 0001-0007 - The Period of Performance (PoP) identified below comprises the ordering period for this multiple award IDIQ contract. The PoP for each TO shall be identified in the individual TOs.

CLIN 0008 - The Delivered Contractor Acquired Property (CAP) shall be delivered in accordance with the applicable TO Material Inspection and Receiving Report (DD Form 250).

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 07-JUN-2021 TO 06-JUN-2026	N/A	NAVAL AIR WARFARE CENTER AD-PAX-N3555A RECEIVING OFFICER BLDG 8115 17598 WEBSTER FIELD ROAD ST INIGOES MD 20684-4013 301-872-9503 FOB: Destination	
0002	POP 07-JUN-2021 TO 06-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0003	POP 07-JUN-2021 TO 06-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0004	POP 07-JUN-2021 TO 06-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0005	POP 07-JUN-2021 TO 06-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0006	POP 07-JUN-2021 TO 06-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0007	POP 07-JUN-2021 TO 06-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0008	N/A	N/A	N/A	N/A

0009	POP 07-JUN-2021 TO 06-JUN-2026	N/A	NAVAL AIR WARFARE CENTER AD-PAX-N3555A RECEIVING OFFICER BLDG 8115 17598 WEBSTER FIELD ROAD ST INIGOE MD 20684-4013 301-872-9503 FOB: Destination
------	-----------------------------------	-----	---

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS (AUG 2011)

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

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

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

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

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

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

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

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

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

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

(1) The U.S. Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the

authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIRoA officials.

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

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

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

(c) Shipping Invoices.

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

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

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

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

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

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

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

(b) Invoices.

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

(3) COR, Code TBD at Task Order Award

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses

TBD at Task Order Award

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions

OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

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

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

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

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC**	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____

DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

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

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

(g) WAWF point of contact.

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

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

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

(End of clause)

TO BE COMPLETED AT TIME OF AWARD

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

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

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

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

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

TO BE COMPLETED AT TASK ORDER LEVEL (If applicable)

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

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

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

TO BE COMPLETED AT CONTRACT AWARD

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

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

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

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

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than bi-weekly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled "Level of Effort" or the dollars per hour (based on the fixed fee divided by the level of effort in hours) if a level of effort contract; or related provisional payment on account of allowable cost is to the total estimated cost of the contract or order if a completion contract. 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.

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

(a) Contract Administration Office.

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

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

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

Functions Retained	Retained for Performance By:
(3) Conduct post-award orientation conferences	PCO/COR
(4) Review and evaluate contractors' proposals under Subpart 15.4	PCO
(16) Ensure timely notification by the contractor of any anticipated overrun or underrun of the estimated cost	COR
(30) Manage contractor use of government property	COR
(31) Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippages in contract delivery schedules	COR
(38) Ensure contractor compliance with contractual quality assurance requirements	COR
(39) Ensure contractor compliance with contractual safety requirements	COR
(51) Consent to the placement of subcontracts	PCO
(59) Ensure timely submission of required reports	COR
(67) Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems	COR

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

Additional Functions	Retained for Performance By:
None	None

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

G-TXT-PAY PAYMENT INSTRUCTIONS (APR 2018)

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions—Commercial Items	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.
52.216-7, Allowable Cost and Payment					
52.232-7, Payments under Time-and-					

Materials and Labor-Hour Contracts					
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 Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, 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;	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).
52.232-30, Installment Payments for Commercial Items					
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

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

G-TXT-07 ADDITIONAL FUNDING INFORMATION

Funding Document Number: _____

FMS Case and FMS Country: _____

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

Section H - Special Contract Requirements

H-1**H-1 5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL, NAVAIR (VARIATION)(August 2020)**

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

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

(b) List of Allowable Material:

Electronic Components and Material:

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

Hardware/Raw Manufacturing Material:

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

Software:

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

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

Incidental Material:

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

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

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

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

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

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

(e) Approval Thresholds:

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

H-2

ORDERING PROCEDURES USING NAVAIR CLAUSE 5252.216-9535 (VARIATION)(August 2020)

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

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

advantageous acquisition decisions for the Government and is generally performed through an integrated assessment and trade-off analysis utilizing quality factors such as technical approach, past performance, management approach, personnel experience, and cost/price factors.

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

5. All access to information at a proposed performance site shall be on a non-interference basis.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) General.

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

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

- (i) USFJ Instruction 64-100, Contract Performance in Japan;
 - (ii) USFJ Instruction 36-2811, Indoctrination Training Programs;
 - (iii) USFJ Instruction 36-2611, Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement; and
 - (iv) USFJ Instruction 64-102, United States Official Contractors and Their Employees, as applicable to contractors and contractor personnel with SOFA Article XIV status.
- (3) Application for status under the SOFA shall be in accordance with USFJ Instruction 64-100 and, in specific and limited circumstances, USFJ Instruction 64-102.
- (i) The Contracting Officer, through consultation with their legal counsel and the USFJ/J06 office, makes the determination of status under SOFA Article I(b) for contractor personnel.

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

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

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

(4) The importation and personal possession of firearms, swords, and other weapons is highly restricted and controlled in Japan. Contractor personnel considering bringing personal firearms, swords, or other weapons into Japan must comply with USFJ Instruction 31-207, "Firearms and Other Weapons in Japan" available from USFJ/J023 at pacom.yokota.usfj.mbx.j023@mail.mil. The importation and possession of firearms and weapons to perform services under a contract will be addressed separately in the contract.

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

(c) *Support.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) *Logistical Support.*

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

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

(B) Military banking facilities.

(C) Transient billeting facilities.

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

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

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

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

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

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

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

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

(L) Issuance of personal vehicle license plates.

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

(5) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in Japan under this contract. This support includes the Contractor responsibility for entry and exit from Japan to ensure compliance with Japanese laws concerning foreign personnel in their country.

(d) *Compliance with laws and regulations.*

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

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

(ii) Provisions of applicable treaties and international agreements;

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

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

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

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

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

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

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

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

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

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

- (iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.
- (6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—
 - (i) US Army Criminal Investigation Command at <http://www.cid.army.mil/report-a-crime.html>;
 - (ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;
 - (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/ContactUs/Pages/ReportaCrime.aspx>;
 - (iv) Defense Criminal Investigative Service at <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>; or
 - (v) To any command of any supported military element or the command of any base.
- (7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.
- (8)(i) The Contractor shall ensure that contractor personnel supporting the U.S. Armed Forces in Japan are aware of their rights to—
 - (A) Hold their own identity or immigration documents, such as passport or driver's license;
 - (B) Receive agreed upon wages on time;
 - (C) Take lunch and work-breaks;
 - (D) Elect to terminate employment at any time;
 - (E) Identify grievances without fear of reprisal;
 - (F) Have a copy of their employment contract in a language they understand;
 - (G) Receive wages that are not below the legal in-country minimum wage;
 - (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
 - (I) If housing is provided, live in housing that meets host-country housing and safety standards.
- (ii) The Contractor shall post these rights in work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.
- (iii) The Contractor shall enforce the rights of contractor personnel and subcontractor personnel supporting the United States Armed Forces.
- (e) *Preliminary personnel requirements.*
 - (1) The Contractor shall ensure that the following requirements are met prior to departure of SOFA-covered contractor personnel and, as specified in the statement of work, non-SOFA-covered contractor personnel (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):
 - (i) All required security and background checks are complete and acceptable.

(ii) All required USFJ Form 27, Contractor Employee Acknowledgement Forms.

(iii) All such personnel performing in support of an applicable operation—

(A) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the United States Indo-Pacific Command (USINDOPACOM) Combatant Commander (as posted to the USINDOPACOM Combatant Commander's website or other venue); and

(B) Have received all required immunizations as specified in the foreign clearance guide.

(1) All immunizations shall be obtained prior to arrival in Japan.

(2) All such personnel, as specified in the statement of work, shall bring to Japan a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

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

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

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

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

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

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

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

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

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

(f) *Personnel data.*

(1) The Contractor shall—

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

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

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

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

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

(iv) Enter into the SPOT the required information on contractor personnel, accompanying dependents and equipment prior to departure and continue to use the SPOT to maintain accurate, up-to-date information throughout performance in Japan for all applicable contractor personnel. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html; and

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

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

(g) *Contractor personnel.*

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

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

(A) United States and host country laws;

(B) Treaties and international agreements;

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

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

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

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting

Officer, Contracting Officer's Representative, or installation commander, the Contracting Officer directs withdrawal due to security conditions.

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

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

(h) *Protective equipment.*

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

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

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

(j) *Evacuation.*

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

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

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

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

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

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

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

(End of clause)

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

(a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB

C, CENTCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>.

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

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

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

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

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

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

5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2014)

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

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

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

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

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

Name of province in which the work was performed.

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

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

(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of

Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

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

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

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

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

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

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

5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)

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

U.S. Citizens

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

Third-Country National (TCN) Employees

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

Local National (LN) Employees

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

*CAAF is defined as Contractors Authorized to Accompany Forces.

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

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

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

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

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

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

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

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

TBC at the TO level

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

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

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

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

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

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

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

Contract Number

Contract Description & Location
Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

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

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

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

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

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

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

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

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

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

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

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or 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 3**. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

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

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

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

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

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services

or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

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

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

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

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

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

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

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

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

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

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

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

- (a) The Ordering Officer may issue Task Orders that include options under any of the following conditions:
- (1) The services being acquired are highly unique or specialized;
 - (2) The efforts to be performed are so integrally related that only a single contractor can reasonably perform the work; or
 - (3) Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on.
- (b) Only those Task Orders for which all awardees were given a fair opportunity to be considered shall include options. For purposes of FAR 52.216-19(b), the base award and each option are separate orders.
- (c) Prior to exercising an option on a Task Order, the Government will ensure that the contract has adequate quantities and period of performance. The contractor shall not begin performance on requirements in the Task Order option until the Government has exercised the option on the Task Order and, if necessary, the option on the contract.
- (d) Award of a Task Order with an option is subject to the conditions of FAR clause 52.217-5, "Evaluation of Options".

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

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

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

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

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

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

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

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

Name and address of Patent Counsel:

Office of Counsel

Naval Air Warfare Center Aircraft Division

47076 Liliencrantz Road, Bldg. 435

Patuxent River, MD 20670

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

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

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

5252.227-9511 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.

5252.228-9500 ADDITIONAL DEFINITIONS WITH RESPECT TO "GROUND AND FLIGHT RISK" **CLAUSE (NAVAIR) (DEC 1991)**

For the purpose of complying with the "Ground and Flight Risk" clause, the contractor's premises shall be deemed to be [TBD at the TO level], located at [TBD at the TO level].

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

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

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

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

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

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

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

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

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint

Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in

paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

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

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

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

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

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

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

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

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

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

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

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

(iv) The contractor shall track each TDL and shall be subject to FAR 52.232-22, Limitation of Funds clause at the TDL level. The contractor shall notify the Contracting Officer whenever it has reason to believe the costs it expects

to incur under the TDL and the specific CLIN/INFOSLIN/ACRN (as funded) will exceed 75% of the total funded amount so far allotted to the specific TDL and CLIN/INFOSLIN/ACRN assigned. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the TDL. If, after notification, additional funds are not allotted, the Contractor shall immediately discontinue support of the specific TDL upon expense of applicable funds or completion of TDL assignment; whichever is first. The contractor is not obligated to continue performance under the TDL or otherwise incur costs in excess of the amount then allotted to the TDL by the Government. The Government is not obligated to reimburse the Contractor for any cost in excess of the total amount allotted by the Government to the TDL.

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

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

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

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

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

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

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

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

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

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

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

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

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted

pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.

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

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

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

Section I - Contract Clauses

SECTION I

I 1. Task Order Clauses

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

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	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
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018

52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-6	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
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020 O0015)	
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.219-7	Notice of Partial Small Business Set-Aside	MAR 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-13	Notice of Set-Aside of Orders	MAR 2020
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	MAY 2020
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2020
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011

52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.224-3	Privacy Training	JAN 2017
52.225-6	Trade Agreements Certificate	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2 (Dev)	Cost Accounting Standards (DEVIATION 2018-O0015)	JUN 2020
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	JUN 2020
52.230-4 (Dev)	Disclosure and Consistency of Cost Accounting Practices - Foreign Concerns (DEVIATION 2018-O0015)	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3 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
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUN 2020
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013

252.203-7003	Agency Office of the Inspector General	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
252.204-7009	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
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	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	MAY 2019
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7013	Duty-Free Entry--Basic	APR 2020
252.225-7021	Trade Agreements--Basic	AUG 2019
252.225-7027	Restrictions on Contingent Fees for Foreign Military Sales	APR 2003
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7980 (Dev)	Contractor Personnel Performing in the United States Africa Command Area of Responsibility. (DEVIATION 2016-O0008)	JUN 2016
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000

252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.228-7001	Ground And Flight Risk	JUN 2010
252.229-7014	Taxes--Foreign Contracts in Afghanistan	DEC 2015
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7004 (Dev)	DoD Progress Payment Rates (DEVIATION 2020-O0010)	MAR 2020
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	DEC 2019
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.239-7017	Notice of Supply Chain Risk	FEB 2019
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7006	Warranty Tracking of Serialized Items	MAR 2016
252.247-7023	Transportation of Supplies by Sea	FEB 2019
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

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

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

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

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

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

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

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2018-O0018) (JUN 2020)

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

(b) Definitions. As used in this clause -

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

"Commercial item" means a product or service that satisfies the definition of commercial item in Federal Acquisition Regulation (FAR) 2.101.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) A statement of—

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

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-

owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

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

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

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

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

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause;
- (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

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

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

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

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

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

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award indicating -

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

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

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

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

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

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

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if--

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

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

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

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

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

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

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

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

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

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

(1) The master plan has been approved;

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

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

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) SSR.

(i) Reports submitted under individual contract plans—

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

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

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702(a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

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

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

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

(ii) Reports submitted under a commercial plan—

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

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

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

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

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2020-O0008) (MAR 2020)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. "Similarly situated entity," as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

- (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
- (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

- (1) Contracts that have been set aside for small business concerns or 8(a) participants;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants;
- (3) Contracts that have been awarded on a sole-source basis in accordance with subpart 19.8;
- (4) Orders set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F), if the order amount is expected to exceed the simplified acquisition threshold;
- (5) Orders competed among 8(a) participants in accordance with subpart 19.8 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F), regardless of dollar value;
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference; and
- (7) Orders issued directly to small business concerns or 8(a) participants under multiple-award contracts as described in 19.504(c)(1)(ii).

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a NAICS code for—

- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. Other direct costs are excluded to the extent they are not the principal purpose of the contract and cannot be obtained from small business concerns;

- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
- (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
- (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
- (g) The Contractor shall comply with the limitations on subcontracting as follows:
- (1) For contracts, in accordance with paragraphs (c)(1) and (2) of this clause—
[Contracting Officer check as appropriate.]
- TBC at the TO level By the end of the base term of the contract and then by the end of each subsequent option period; or
- TBC at the TO level By the end of the performance period for each order issued under the contract.
- (2) For orders, in accordance with paragraphs (c)(3) and (4) of this clause, by the end of the performance period for the order.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed (_____) or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

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

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

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

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

- (i) What line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

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

52.244-2 SUBCONTRACTS (JUN 2020) - ALTERNATE I (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:

TBC at Contract Award

(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 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 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 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 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) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds 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 this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (iv) 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:

TBC at Contract Award

(End of clause)

252.216-7006 ORDERING (SEP 2019)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of Contract Award through Sixty (60) Months.

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

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Data Access system, and notice has been sent to the Contractor.

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

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

(End of Clause)

252.227-7000 NON-ESTOPPEL. (OCT 1966)

The Government reserves the right at any time to contest the enforceability, validity, scope of, or the title to any patent or patent application herein licensed without waiving or forfeiting any right under this contract.

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

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

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

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD254	5	02-MAR-2020
Attachment 2	Data Item Transmittal Form	1	02-OCT-2019
Attachment 3	OCI List	1	02-OCT-2019
Attachment 4	Locator Form	2	02-OCT-2019

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-8	Annual Representations and Certifications	MAR 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-12	Certification Regarding Tax Matters	FEB 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	AUG 2018
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7016	Covered Defense Telecommunications Equipment or Services-- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.219-7000	Advancing Small Business Growth	SEP 2016
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: TBD at Contract Award

Immediate owner legal name: TBD at Contract Award (Do not use a "doing business as" name)

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

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

Highest-level owner CAGE code: TBD at Contract Award

Highest-level owner legal name: TBD at Contract Award (Do not use a "doing business as" name).

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

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

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror represents that--

It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (JUN 2018)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

_____ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; or

_____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2020)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

Women-owned small business concern means a small business concern--

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

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

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

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

(2) The small business size standard is ____ --[insert size standard].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

business concerns participating in the HUBZone joint venture: ____ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

TBC at Contract Award

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that:

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. ☐ yes ☐ no

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2020)

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) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(iii) 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.

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

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

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

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

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

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

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

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

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

☐ (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.

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

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

_____ Use with Alternate I.

_____ Use with Alternate II.

_____ Use with Alternate III.

_____ Use with Alternate IV.

_____ Use with Alternate V.

_____ (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 Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below _____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

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

TBC at Contract Award

(End of provision)

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

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

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

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

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification

requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

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

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

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

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

5252.209-9511 ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION (SERVICES) (NAVAIR)(APR 1989)

This solicitation contains an organizational conflicts of interest clause in Section H, which is to appear in the awarded contract. Along with their proposals, offerors must check the appropriate box below:

- ☐ Information concerning a conflict of interest, as identified in NAVAIR 5252.209-9510, is provided.
- ☐ No conflict of interest exists.

Section L - Instructions, Conditions and Notices to Bidders

CONTENT OF PROPOSALS

L – [1] CONTENT OF PROPOSALS (SERVICES) (August, 2020)

PART A GENERAL INSTRUCTIONS

1.0 GENERAL

The Offeror must respond to all requirements of the solicitation and not alter or rearrange the solicitation. The Offeror is advised that the Government may incorporate any portions of the Offeror's proposal into the resulting contract.

In presenting material in the proposal, the Offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization shall be emphasized during proposal preparation. Statements that the prospective Offeror understands, can comply with, or will comply with, the specifications, and paraphrasing the requirements or parts thereof without supporting information (corporate experience) are considered inadequate by the Government, and may result in assessing weaknesses and/or deficiencies.

The Offeror must include any data that illustrates the adequacy of the various assumptions, approaches, and solutions to problems. Failure to address a specific factor or subfactor clearly may be considered a deficiency. Unnecessarily elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

The Government advises the Offeror that taking exception or deviating from any term or condition of the RFP may result in the assessment of a deficiency to the proposal.

Throughout these instructions, a "JV Team Member" is defined as one of the entities that make up a joint venture (JV) formed for the purpose of responding to this solicitation. Formal Joint Ventures are allowable for all Pools. Subcontractors will not be allowable or evaluated at the MAC IDIQ level.

Questions: Offerors may submit questions requesting clarification of solicitation requirements by emailing the contract specialist at brandon.reaser@navy.mil. It is required that all questions be received within 10 calendar days of the date this solicitation is issued. Questions received after this time period may not be answered prior to the submission deadline.

2.0 ELECTRONIC PROPOSAL FORMAT

This section is intended to provide information to the Offerors on the electronic format and application software to be used for submitting proposals. Do not submit hardcopy proposals for this solicitation. Use of the software and procedures described in this section will reduce the amount of time and effort needed to receive and upload proposals and will ensure the proposals received are suitable for reading electronically during evaluation.

Proposals must be formatted using a Times New Roman 12 pt. Normal font (no reduction permitted), single-spaced with 1-inch margins all around, and formatted for standard 8.5 x 11 inch paper. All pages should be numbered with section and page numbers. Graphs and tables shall be presented in no smaller than a 10 pt. font and should contain a grid, which allows values to be read directly from the graph. Graphs and Tables that fit on an 8.5" X 14" printed page will be counted as one page. Drawings may be of any size and will count as one page. Graphic resolution, including such data as tables or charts, should be consistent with the purpose of the data presented.

The Offeror shall submit all volumes of its proposal electronically on CD-ROM(s). All proposal documents must be compatible with Microsoft Office 2016 and/or the latest Adobe Acrobat Reader Portable Document Format (PDF), where applicable. The Offeror shall put as much proposal material as possible on each CD-ROM. The CD-ROM disks shall be clearly marked with the Offeror's name and address, the point of contact's name and phone number,

solicitation number, proposal volumes contained and “For Official Use Only. Source Selection Sensitive Information – See FAR 2.101 and 3.104”.

The Offeror is responsible for ensuring electronic proposals are virus free. Offerors may use hyperlinks within and among proposal volumes. In order to reduce file sizes, the Offeror shall not embed sound or video (e.g., MPEG) files within the proposal submission. The Offeror is encouraged to simplify the color palette used in creating figures; and minimize the size of graphics files; and avoid scanned images.

3.0 PROPOSAL CONTENT AND VOLUMES

The Offeror must present proposal information in a manner that facilitates a one-to-one comparison between the information presented and this Proposal Instruction. Proposal information must be structured so the Volume and paragraph number matches the Proposal Instructions. Volume and paragraph number provided in section Part B Specific Instructions; to which it is responding, although, the Offeror may add lower tier subparagraphs. The Offeror shall provide any reason(s) it will not provide information for a particular paragraph. The proposal information instructions are structured by paragraph numbers where first, second, third, and fourth parts correspond to the volume, book, section, and element, etc., in the Offeror’s proposal.

Each volume of the proposal shall be submitted as specified in the table below. The table below supersedes the copies requested in Block 9 of the Standard Form (SF) 33. All volumes of the original proposal shall be delivered to the address provided in Section 4.0 prior to the closing date/time stated in this solicitation. Page limitations for each volume, if any, are also specified in the table below; title and table of contents pages do not count towards the page limit. Any pages submitted exceeding the page limit shall be disregarded and NOT evaluated.

Information submitted as an Annex to the proposal includes manuals, specifications, plans, procedures, and policies that exist as an official document of the company or facility, as well as other information requested in Part B Specific Instructions. Offerors bidding on more than one pool shall ensure each file is a separate document within the technical proposal. Page limitations for Annexes, if any, are specified below. The authorized Annexes are summarized in the table below.

Volume Number	Volume Title	Page Limit	Electronic/CD-ROM Copies Required
1	Technical Sample Tasks	115 page maximum	2 Electronic Copies
	Pool 1, Sample Task	15pages	2 Electronic Copies
	Pool 2, Sample Task	20 pages	2 Electronic Copies
	Pool 3, Sample Task	20 pages	2 Electronic Copies
	Pool 4, Sample Task	20 pages	2 Electronic Copies
	Pool 5, Sample Task	20pages	2 Electronic Copies
	Pool 6, Sample Task	20 pages	2 Electronic Copies
2	Representations and Certifications	No Page limit	2 Electronic Copies
Annex 1	Cross Reference Matrix (CRM) for Technical Volume	N/A	2 Electronic Copies
Annex 2	Attachments for Relevant Portions of Corporate Experience Efforts	10 pages per Corporate Experience Contract Effort per pool	2 Electronic Copies
Annex 3	Small Business Subcontracting Plan	N/A	2 Electronic Copies

Each volume shall contain the following information:

- Cover and title page
- Title of proposal and proposal number as applicable
- Offeror’s name, address, and POC
- RFP number
- Proposal volume/book number

-Copy number

-Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)

The Offeror shall submit a Cross Reference Matrix (CRM) for the Technical Volume, similar to the example below, to help ensure that all solicitation requirements are addressed and to facilitate the evaluators' review of the Offeror's proposal. The CRM should be a single integrated matrix and cross-reference the proposal volumes and paragraphs to specific RFP requirements, as well as other parts of the proposal that contain relevant information. The Offeror's CRM may be identical to the example below or revised such as to add columns to indicate the page number on which information may be found, identify where other relevant information in the proposal is located, or provide other comments. The CRM does not count against any of the proposal page limitations.

EXAMPLE OF A CROSS REFERENCE MATRIX (CRM)

Section L – Proposal Instructions	Government SOW	Section M – Evaluation Factor	Offeror's Proposal Reference	CLIN Reference
Volume 1 Technical Sample Task	Example: Para 3.1 Note: This column shall address all paragraphs in Sections xx and xy of the SOW.	2.A	Provide reference to Offeror's Proposal Volume I – Technical. Example: Refer to appropriate page number in Offeror's written proposal	
Volume 1 Technical				
Volume 1 Technical				

4.0 PROPOSAL SUBMISSION:

The submission date for all Volumes shall be no later than the date and time specified in Block 9 of the SF 33 of the RFP.

Offeror shall submit electronic CD-ROM proposals via United States Postal Service or through a commercial carrier using the address provided below. Offeror shall not submit proposals by facsimile or electronically via email.

Naval Air Warfare Center Aircraft Division
 Brandon Reaser Code: A2513005
 21983 Bundy Road, BLDG 441
 Patuxent River, MD 20670
 Solicitation Number: N00421-19-R-0074

Hand carried CD-ROM proposals may be delivered to the address above, attention Brandon Reaser.

5.0 PROPOSAL PACKAGING:

The Offeror shall package the CD-ROMs in the most efficient manner possible grouping like volumes to the maximum extent possible. The package shall include all Proposal volumes.

The package shall include a packing slip detailing the contents to include the volume number, title, and copy number. In addition, the package shall be stamped or marked "For Official Use Only" and "Source Selection Information – See FAR 2.101 and 3.104."

6.0 CLASSIFIED DATA

All proposals must be UNCLASSIFIED.

7.0 SOLICITATION CHANGES

For notice of any changes and additional information provided by the Government for the solicitation, please go to <https://beta.SAM.gov/> and search for solicitation number N00421-19-R-0074.

PART B SPECIFIC INSTRUCTIONS

1. VOLUME 1: TECHNICAL SAMPLE TASK

1.0 Understanding of the Work

- 1.1.1 Each Offeror may provide a written response to the sample task in as many of the Pools below that fits the Offeror's capabilities. Small Business concerns may propose to any of the sample tasks in any Pool. Only Small Business concerns may propose to the sample task in Pool 1 "System Accreditation and Certification." Unique methods of resolving problems identified in the sample task in each Pool is encouraged; however, Offerors should be mindful of the need for timely accomplishment of task assignment objectives with minimal risk to program technical achievement, schedule, and cost.

In any Pool addressing system design the Offeror shall include commercial "best practices." In all Pools, the Offeror's proposed solution shall adhere to Government requirements regarding classified information processing (SOW 3.2). Offerors shall utilize the SOW matrix in Section C to correlate which SOW paragraphs apply to each Pool. Each response shall include the following information and follow this outline:

- 1) Team. Identify the contractor team members, by labor category, that are required for successful performance of the task, and if applicable, describe the roles and responsibilities of any JV team members required to perform the work. Identify certification requirements for individual team members assigned to the task, if applicable.
- 2) Assumptions. Detail all assumptions (as applicable) relative to the sample task and your technical approach to ensure full understanding of your response by the Government.
- 3) Technical approach. Provide a detailed description of the technical approach, including a step-by-step procedure and methodology which would be used in accomplishing the task (except in Pool #6).
- 4) Quality: Provide approach, process, and tools for ensuring quality of products across the effort. Include any requirements verification, material handling, integration, testing, and cyber resilience that are applicable to the work being performed as well as additional quality approach, processes, and tools that would be required in completion of the task.

- 5) Performance risk analysis. Identify contingent events inherent to the nature of the effort that could, if they were to occur, endanger satisfactory performance. Offerors are encouraged to focus on critical events that are realistically likely to occur and that would pose serious problems, rather than trying to identify every event that could cause some minor difficulty. Offerors shall recommend mitigation strategies to better ensure project success.
- 6) Work Breakdown Structure (WBS)/Integrated Master Schedule (IMS). Provide a detailed schedule of events and briefly describe each activity with its inputs and outputs and the interrelationships and interdependencies among the activities. WBS/IMS should be written to a level that clearly demonstrates understanding of the scope of work and interrelations (SOW 3.3.5).
- 7) Identify any models and tools required for accomplishment of the task.
- 8) Progress tracking. Identify any processes used to track progress towards completion of task (SOW 3.3.5).
- 9) Reports. Provide a list of reports(s) necessary to document the task.
- 10) Level of Effort (LOE). Provide an outline of hours by labor category required to complete the task; Offeror shall not include any cost information.
- 11) As applicable, Offerors may provide up to five (5) Corporate Experience examples per pool of previous efforts to substantiate or demonstrate execution of the proposed approach. Examples of previous efforts can be narratives within the scenario with supporting attachments to the proposal (Statement of Work, Performance Work Statements including Contract Number, Purchase Orders including Contract Number, etc.) in Annex 2. The Offeror must identify the total dollar value magnitude for each corporate experience submission.

Pool #1 Small Business Set-Aside Sample Task. Note that only small business concerns are permitted to provide a response to this Sample Task. Responses submitted to this Sample Task by an other than small business concern will NOT be evaluated.

- a. Subject: IT Systems Accreditation and Certification.
- b. Assumptions: The Offeror shall incorporate the following assumptions while preparing their response:
 - I. The Government will provide access to engineering documentation and subject matter expertise to complete tasks as identified by the Offeror. (SOW 3.1.11.1)
 - II. The Government will retain all data rights (SOW 3.1.10) and shall submit Risk Management Framework (RMF) artifacts/documentation required for the system accreditation package.
- c. Background: NAWCAD WOLF is performing work for the U.S. Navy (USN) to integrate new Air Traffic Control & Landing Systems (ATC&LS) IT onto existing CVN and LH class platforms. The USN's objective with this effort is to rapidly upgrade existing platforms with an IT accredited system, which is to be deployed to the fleet. The IT solution is a critical sub-system and includes RF transmitters and receivers, data networks, data recording, audiovisual displays, user consoles, custom software, and maintenance support systems. This sample task should be approached from the perspective that the vendor has a very active role supporting the Government in the development of system level documentation. The vendor will be relied upon to provide detailed and accurate supporting documentation within a timely manner, as well as defining the workforce to conduct the labor. The vendor will be relied upon to

determine any cyber tools, software, and or equipment required to support these efforts. The Government Project Lead (GPL) will be responsible for final decisions and collaboration with the vendor and the customer prior to the commencement of work activities. The goal of this sample task is for the Government to determine that the Offeror has skill sets in the domains identified by the SOW and understands the NAWCAD WOLF/vendor/customer paradigm, as well as the compressed and tailored approach required. (SOW 3.3.1.5).

The tasking includes the identification and analysis of information technologies, cyber hardening of system(s), cyber resiliency, security, risk posture, and documentation development. The RMF applies to not only information systems, but to all IT which includes information systems and Command and Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) systems. Following the RMF process will allow the Offeror to follow steps and activities for the implementation of a cybersecurity risk-based approach within the information systems. The following six (6) steps and activities within the RMF process are; System Categorization [Step One], Security Control Selection [Step Two], Security Control Implementation [Step Three], Assessment of Security Controls [Step Four], System Authorization [Step Five], and Continuous Monitoring throughout the systems lifecycle [Step Six].

- d. Requirements: The Offeror shall design and develop documentation to support the RMF process within the ATC&LS systems as identified in the Department of Defense (DoD) 8510.01, RMF for DoD IT and DoD (SOW 3.3.1.12). The Offeror shall identify the following actions or events and required step documentation into their response:
- I. Step 1. Assist the Government with cyber related specification, software, and prototyping. (SOW 3.3.1)
 - II. Step 2. Categorizing the system. (SOW 3.3.1.12)
 - III. Step 3. Select security controls. (SOW 3.3.1.12 and 3.3.1.9).
 - IV. Step 4. Implementation of the security controls. (SOW 3.3.2.5, 3.3.1.12, and 3.3.1.8.1)
 - V. Step 5. Assessing the security controls. (SOW 3.3.1.12, and 3.3.2.4)
 - VI. Step 6. Authority to Operate (ATO) completion. (SOW 3.3.1.12)
 - VII. Step 7. Continuous monitoring. (SOW 3.3.1.12, 3.3.3.1.3, and 3.3.5)

Pool #2 Sample Task

- a. Subject: Command and Control (C2) Solutions.
- b. Assumptions: The Offeror shall incorporate the following assumptions while preparing their response:
- I. Some of the current C2 capability must be maintained throughout the installation/testing phase in order to support the customer's minimum operational capability.
 - II. Cutover plan must be approved by DoD customer.
 - III. Existing C2 equipment shall be inventoried, removed, and turned over to DoD customer.
 - IV. Existing infrastructure(s) may or may not support new C2 requirements.
 - V. Furniture is provided via Government Furnished Equipment (GFE).
 - VI. Existing NIPR, SIPR, and TS infrastructure is in place however cannot support additional user stations. Network and computing systems may be required as part of the upgrade. If required, computing system DoD baseline images will be provided.
- c. Background: NAWCAD WOLF is performing work for a DoD organization to integrate new C2 technologies into existing facility communications/systems to provide near real time situational awareness for enhanced command and control decision making. The organization's mission requires the rapid upgrading of existing video telecommunications and networking capabilities in the facility that include operations floor accommodating interconnected workstations, integrated with a large (size) video wall to provide situational awareness across the operations floor. Additionally, multiple C2 suites in multiple sized conference/break rooms are located throughout the facility. The timeframe to accomplish this task is eighteen (18) months from Task Order award. This includes requirements definition, design, material procurement, systems integration, on-site installation, testing, training, and final acceptance.

d. Requirements:

Offerors shall consider the following technical requirements in their response:

- I. Operations floor video wall requires:
 - Direct view Light-Emitting Diode (LED) technology with an optimal viewing distance of 50'.
 - Current facility structure may or may not support new video wall requirements.
 - Five (5) mission cells are located on the operations floor:
 - o Mission cell consists of six (6) workstations (five (5) operators, one (1) mission lead)
 - o Computer networks include: NIPR, SIPR, and Top Secret (TS) for each operator.
 - o All mission cell operator workstations must interface with the mission lead.
 - o Mission lead workstations require access to present video feeds to video wall.
- II. Two (2) large breakout rooms adjacent to the operations floor require C2 capabilities. Sixty (60) seat capacity for each room requires:
 - Two (2) workstations each connected to NIPR, SIPR, and TS networks.
 - Dual classification Video Tele-Conference (VTC) (NIPR/SIPR).
 - Time zone clocks.
 - Internet Protocol Television (IPTV).
 - Connectivity to operations floor mission lead Personal Computers (PCs).
- III. Five (5) large conference rooms with:
 - One (1) workstation connected to NIPR, SIPR, and TS networks.
 - Dual classification VTC (NIPR/SIPR).
 - Time zone clocks.
 - IPTV.
- IV. Ten (10) medium conference rooms with:
 - One (1) workstation connected to NIPR, SIPR, and TS networks.
 - Dual classification VTC (NIPR/SIPR).
 - Time zone clocks.
 - IPTV.
- V. Fifteen (15) small conference rooms with:
 - One (1) workstation connected to NIPR, SIPR, and TS networks.
 - Dual classification VTC (NIPR/SIPR).
 - Time zone clocks.
 - IPTV.
- VI. Twenty (20) open area/pillar monitors with:
 - IPTV.

The Offeror's response shall follow the outline provided in 1.1.1 and address the following:

- I. Description of the process to provide requirements definition, design, and engineering support and conduct site survey. SOW paragraphs 3.3.1.1–3.3.1.4, 3.3.1.6–3.3.1.7, and 3.3.2.1.
- II. Describe the approach to design the C2 system considering integration resources, schedule, prototyping, material lists, and technical meeting support. SOW paragraphs 3.3.2.2, 3.3.1.14, and 3.3.5.1–3.3.5.3.
- III. Describe the approach to plan for integration and installation considering a phased installation and testing approach with a focus on interoperability. SOW paragraphs 3.3.2.2, 3.3.2.3, 3.3.3.2, and 3.3.3.3.
- IV. Describe the approach to developing system security plan and support documentation to support customer security accreditation process. SOW paragraphs 3.3.1.5 and 3.3.1.12.
- V. Describe the process for packaging, transfer documentation, and shipping of all equipment and material to customer facility. SOW paragraphs 3.3.3.5, 3.3.3.6, and 3.3.4.2.

- VI. Describe the approach to software development, documentation and evaluation, as well as certification training and certification/software testing. SOW paragraphs 3.3.1.8–3.3.1.10, 3.3.2.4, and 3.3.2.5.
- VII. Describe the plan for consideration of logistics support, in-service engineering support, equipment configuration management, operational testing, acceptance testing, and operator training. SOW paragraphs 3.3.3.1, 3.3.1.11, 3.3.3.4, 3.3.4.1, and 3.3.4.2.

Pool #3 Sample Task

- a. Subject: Aviation Systems Development and Operations
- b. Assumptions: The Offeror shall incorporate the following assumptions while preparing their response:
 - I. For operations at Site A, the Government shall provide the required aircraft hangar and maintenance spaces for the two (2) RC-26D aircraft. The hangar and Aircraft Fire Fighting and Rescue (ARFF) requirements shall be fully in compliance with National Aerospace Standard 3306 V3 or later.
 - II. No Government messing or billeting facilities will be available to the Offeror at Site A.
 - III. The RC-26D aircraft are currently located at the Pacific Missile Range Facility Barking Sands, Hawaii. The Government shall be responsible for shipment of the aircraft to Site A in a mission ready status prior to contract award.
 - IV. The Government shall provide in-flight emergency medical technicians for any required Casualty Evacuation (CASEVAC) flights.
 - V. No Fully Mission Capable (FMC), Partial Mission Capable (PMC), or “availability” rates will be established for the aircraft at Site A or B. The Offeror is expected to meet the SOW requirements of two hundred (200) ISR flight hours per month. For Unmanned Aerial System (UAS) operations at Site B, the Offeror is expected to provide a sufficient number of aircraft to meet the hourly requirement and demonstrate the ability to provide replacement aircraft in a timely manner if required.
 - VI. No Government furnished hangar or maintenance spaces will be provided for operations at Site B. The Offeror is expected to procure or construct facilities that meet the minimum Defense Contract Management Agency (DCMA) requirements (to include ARFF) for UAS operations.
 - VII. Government messing and billeting facilities will be available to the Offeror at Site B.
- c. Background: U.S. Africa Command (USAFRICOM) has requirements for GO/CO and CO/CO manned and unmanned aerial ISR services in two (2) locations within their Area of Responsibility (AoR). The first location shall be at the International Airport in Ouagadougou, Burkina Faso (OUA). Operations at this site (Site A) shall consist of manned ISR services conducted with two (2) USN owned, Government furnished RC-26D aircraft each equipped with one (1) MX-15 Electro-Optical (EO)/Infrared (IR) sensors. The Offeror shall provide sufficient qualified aircrew, sensor operators, and maintainers to fly two-hundred (200) airborne ISR hours per month for a twelve (12) month period. The Offeror shall provide services Monday–Saturday not to exceed ten (10) flight hours per day with exceptions made for surge operations as directed by the Operational Commander. The Offeror shall also be able to perform limited logistics and CASEVAC flights as required. All maintenance and aircrew/sensor operator qualifications and training shall be In Accordance With (IAW) the applicable USN and DCMA instructions.

The second location shall be at the International Airport in Niamey, Niger (NIM). Operations at this site (Site B) shall consist of Unmanned Aircraft Systems (UAS) ISR services utilizing CO/CO Group 2 UAS systems, such as the Lockheed Martin Stalker, Aerovel Flexrotor, or other commercial equivalent. The systems shall consist of a contractor furnished Electro-Optical/Infrared (EO/IR) sensor, GFE sensor, video/data downlink and associated ground stations for each aircraft. Sensors and data links shall be installed at contractor’s AS9100D certified facility in accordance with aircraft integration best practices before being shipped to locations. Aircraft, data links, and ground station shall adhere to minimum DoD standards for systems operating at an Unclassified but Sensitive level. The Offeror shall provide sufficient aircraft, qualified aircrew, sensor operators, and maintainers to fly two hundred (200) airborne ISR hours per month for a twelve (12) month period. The Offeror shall provide services Monday–Saturday not too

exceed ten (10) flight hours per day with exceptions made for surge operations as directed by the Operational Commander. All maintenance and aircrew/sensor operator qualifications, training, and sensor integrations (if required) shall be IAW the applicable Federal Aviation Administration (FAA), DCMA, and Naval Air Systems Command (NAVAIR) instructions including flight clearances.

- d. Requirements. NAWCAD WOLF has a requirement to provide Airborne ISR services in the USAFRICOM AoR. SOW paragraph references are: 3.3.1 General Scientific Engineering, 3.3.2 Integration, Installation, and Test & Evaluation, 3.3.3 Logistics Support, 3.3.4 Operational and Maintenance Support, 3.3.5 Technical Project Management, 3.3.6 Flight Operations and Airworthiness Certification. The Offeror's response shall follow the outline provided in 1.1.1 and address the following:
 - I. Provide the technical approach for meeting stated requirements to include personnel, logistics, and support for operations at sight A. Include quantity, skillset, and rationale of team members.
 - II. Provide key assumptions and risks associated with operations at sight A.
 - III. Provide technical approach for meeting stated requirements to include personnel logistics and support to operations at sight B. Include quantity, skillset, and rationale of team members.
 - IV. Provide key assumptions and risks associated with operations at sight A.
 - V. Provide a technical approach for integration and testing of air vehicles and ground systems.
 - VI. Provide a technical approach for meeting required flight hours at sight B to include number of airframes, sparing approach, and other technical information to satisfy the operational requirement.
 - VII. Provide an approach to meeting flight safety, spectrum management, cyber security, and other certifications in execution of this effort.

Pool #4 Sample Task

- a. Subject: Shipboard Combat Systems.
- b. Assumptions: The Offeror shall incorporate the following assumptions while preparing their response:
 - I. Government will provide Government Furnished Equipment (GFE) for testing any major end item components identified by the Offeror.
 - II. Government will provide Government Furnished Information (GFI) to support required test and certification events identified by the Offeror.
 - III. The four (4) required Air Traffic Control Systems (ATCS) included for the integration events are: 1) AN/SPN-46(V); 2) AN/SPN-43(V); 3) AN/SPN-41(V); and 4) AN/SYY-1(V).
- c. Background: NAWCAD WOLF has been tasked to integrate and test/certify ATCS on U.S. Navy (USN) CVN ships. The ATCS equipment will be integrated into the appropriate electronic space(s) and mast of each ship. Successful integration is predicated upon a thorough understanding of the ship environment; shipyard, and port environments; modernization requirements; and constraints of operational employment. This understanding includes ship alteration processes and procedures, configuration control, and physical requirements for integration. The underpinning of successful integration/installation is a robust systems engineering and management approach. NAWCAD WOLF tasking includes integration of the following ATCS aboard USN CVN ships: AN/SPN-46(V), AN/SPN-43(V), AN/SPN-41(V), and the AN/SYY-1(V).
- d. Requirements: The Offeror shall perform three (3) similar installations simultaneously at three (3) different Continental United States (CONUS) shipyards and one (1) similar installation performed at an Outside Continental United States (OCONUS) shipyard. The CONUS and OCONUS locations are: Norfolk, VA; Charleston, SC; San Diego, CA; and Sasebo, Japan. The Offeror's proposed approach elements shall incorporate the following actions or events into their response:
 - I. Description of the shipboard modernization processes required to ensure successful integration of this system into a surface ship. (SOW 3.3.1 and 3.3.2)
 - II. Process description for the identification, development, and documentation of all system interfaces. (SOW 3.3.2)
 - III. Process description for required installation drawings. (SOW 3.3.2)

- IV. Process description for the implementation and maintenance of cost and schedule controls. (SOW 3.3.2)
- V. Facility and shipyard considerations and necessary coordination. (SOW 3.3.2)
- VI. Documented mitigation strategies for potential waterfront and shipyard risks. (SOW 3.3.2)
- VII. Develop design drawings and work/installation instructions. (SOW 3.3.2)
- VIII. Process description to maintain inventory control and configuration management. (SOW 3.3.4 and 3.3.3)

Pool #5 Sample Task

- a. Subject: Embarkable System.
- b. Assumptions: The Offeror shall incorporate the following assumptions while preparing their response:
 - I. The Government will provide GFE for testing any major end item components identified by the Offeror.
 - II. The current command post C5ISR system is a two (2) man-lift portable transit case based system. New transit case based systems are acceptable.
 - III. There are multiple network/communications architectures options available. Evaluation of any potential network/communications architecture during Phase 1.
 - IV. The four (4) required platforms are: 1) High Mobility Multipurpose Wheeled Vehicle (HMMWV) based armored vehicle, 2) transportable cases, 3) maritime support vessels, and 4) rotary wing aircraft. No additional information regarding a specific platform is required during Phase 1 for the conceptual design, testing, and production of the prototypes.
- c. Background: NAWCAD WOLF is performing work for the DoD Joint Program Office to integrate new Command, Control, Communications, Computers, Combat Systems, Intelligence, Surveillance, and Reconnaissance (C5ISR) technologies onto existing tactical systems that include rotary wing, transit case, land, and marine platforms. The customer Program Management Office's (PMOs) objective with this effort is to rapidly upgrade existing platforms with a common C5ISR capability that exploits the latest DoD and commercial technologies in support of Joint Missions. The PMO strategy is to develop integration kits that have both common and platform specific components that can be installed by CONUS and OCONUS installation teams with minimal external support. The PMO has a high tolerance for risk and strongly supports the rapid development and fielding of the latest Government and commercial technologies.

 NAWCAD WOLF tasking includes identification and analysis of appropriate technologies; development and testing of platform specific C5ISR kits; and integration and fielding of these kits into twelve (12) deployable command posts, four (4) commercially leased maritime platforms, sixty (60) armored vehicles, and twelve (12) rotary aircraft to meet deployed and enroute C5ISR requirements. NAWCAD WOLF has eighteen (18) months to complete development, integration, and fielding of all eighty-eight (88) systems and has decided to break the effort into two (2) phases. Phase 1 is the development, testing, and production of two (2) prototype kits for each of the platforms within six (6) months After Receipt of Order (ARO). Phase 2 is the production, installation, and fielding of the kits into all of the platforms within twelve (12) months ARO. Note that only one (1) prototype kit design is required, but two (2) prototype kits are to be produced for each of the platforms.
- d. Requirements: The Offeror's response shall follow the outline provided in 1.1.1 and also address the approach to support NAWCAD WOLF in the completion of Phase 1, the development, testing, and production of two (2) prototype kits for each of the platforms within six (6) months After Receipt of Order (ARO).
 - I. Description of the process of conducting requirements definition and analysis of concept design requirements into the four (4) required platforms identified above. SOW paragraphs 3.3.1.1–3.3.1.4.
 - II. Describe the approach to design and develop C5ISR integration kits to be installed on the four (4) required platforms identified above. The kits shall consist of major components; ancillaries;

- hardware; software; cables; mounts; installation hardware and material; drawings; and work instructions. SOW paragraph 3.3.1.7.
- III. Provide a list of major component end items and subsystems that need to be evaluated. SOW paragraphs 3.3.1.1–3.3.1.4, and 3.3.2.1.
 - IV. Describe how risk analysis would be conducted on proposed technologies and subsystems. Propose technology and capability opportunities beneficial to the Joint Missions with associated risk/reward trade-offs. SOW paragraphs 3.3.1.4, 3.3.2.3, 3.3.2.4, 3.3.3.3, and 3.3.5.1.
 - V. Describe the approach to evaluating the network/communications architecture. SOW paragraphs 3.3.1.5, 3.3.1.6, and 3.3.1.12.
 - VI. Describe the approach to developing designs, drawings, and work/installation instructions. SOW paragraphs 3.3.1.11, and 3.3.2.1.
 - VII. Describe the approach to prototyping two (2) kits considering in-service engineering support. SOW paragraphs 3.3.1.14, 3.3.2.2, 3.3.3.1–3.3.3.3, 3.3.3.5, 3.3.3.6, 3.3.4.1, and 3.3.4.2.
 - VIII. Describe the process to develop test plans and procedures and training. SOW paragraphs 3.3.2.3–3.3.2.5 and 3.3.3.4.
 - IX. Describe the approach to conducting technical reviews and developing documentation. SOW paragraphs 3.3.5.2 and 3.3.5.3.

Pool #6 Sample Task

- a. Subject: Airborne Mission Systems.
- b. Assumptions: The Offeror shall incorporate the following assumptions and requirements while preparing their response:
 - I. NAWCAD WOLF has been tasked by the Marine Corps to design and develop a single prototype/first article through integration, installation, test, and evaluation of the next generation internal and external communication systems supporting Marine Corps tactical teams on board the Marine Corps V-22 aircraft variant. The system(s) must be portable (man pack/case/rack based) in nature to support the wide range of capabilities that the V-22 provides and the Marines that would be deployed with this platform. The specialized communication systems would enhance command and control functions through enhanced situational awareness and real time battlefield data utilizing recent Unmanned Aerial Vehicle (UAV) uplink technology. This data would then be used to enhance the operational capabilities of an onboard fifteen (15) man tactical response team. The need to identify specific hardware components and/or software would be irrelevant in this sample task other than to know it is an upgrade to an existing system that was installed in the 2014 timeframe. This sample task requires the Offeror to focus solely on those risks that the Offeror considers significant and to make corresponding recommendations for mitigation.
 - II. Offeror's are to assume the equipment and software in the final solution would be Commercial-Off-The-Shelf (COTS) whenever possible, while also recognizing the potential for tactical and classified uses of the system by the tactical response team.
 - III. Once the solution is designed and tested, it is envisioned that a total of twenty-five (25) V-22 aircraft would be modified to accommodate the final solution. For this sample task, assume that the modification of these twenty-five (25) aircraft, as well as the production of twenty-five (25) portable communication systems approved as the final design, would be handled by a separate contract action. Further, assume the NAWCAD WOLF sole deliverable to the Marine Corps would be to develop the new final design and to provide a single and tested prototype/first article with all associated documentation and drawings.
 - IV. In developing the sample task response, the Offeror should take into account the possibility that the United Kingdom (UK) may be interested in the final solution utilizing the Foreign Military Sales (FMS) process.
 - V. The Marine Corps have established a twenty-four (24) month deadline for the completion of this task. The Offeror shall assume that the Marine Corps will provide the agreed to budgeted dollars at the onset of tasking. Risks associated for financial over-runs should not be considered in the response.

- c. Background: The NAWCAD WOLF Command has a long and proven track record as an organic Lead Systems Integrator (oLSI), successfully delivering leading edge C5ISR Airborne Mission Systems products to the warfighter. NAWCAD WOLF utilizes a flexible engineering and production model that not only allows the latest technology to be inserted into the product at the last possible moment, but is also rapid in doing so. Developing and delivering C5ISR tactical battlefield based products in the hands of our warfighters as quickly as possible is the foundation of who we are and what we do in NAWCAD WOLF. It is this capability that has established NAWCAD WOLF as the “go-to” organization for rapid Airborne Mission Systems solutions within the NAVAIR community. Leveraging off future needs of this NAWCAD WOLF capability, the sample task will allow the Government to assess the Offeror’s competency and comprehension by responding to a sample scenario involving a C5ISR Airborne Mission System product. This sample task will allow the Government to assess the Offeror’s competency and comprehension by responding to a sample scenario involving a C5ISR Airborne Mission System product.
- d. Requirements: The Offeror’s response shall follow the outline provided in 1.1.1 and also address the Offeror’s knowledge of the required risks as it relates to the development and upgrade of an existing airborne system from the initial requirements and design stage through the integration and testing of a prototype and first article build.
- I. The Offeror will assess the impacts and risks of the proposed solution from the operational, logistical, and maintenance standpoints of the sample task system and product.
 - II. The Offeror’s response will focus solely on the identification and mitigation of potential risks in the execution of this task. Note: This sample task is not asking for a step by step production explanation in how the task might be executed; but instead is asking for the Offeror to identify significant execution risks the task might experience, as well as possible mitigation strategies that an Offeror would recommend.
 - III. The identification and mitigation of risks must cover the SOW sections from design/development through the prototype/first article build (SOW 3.3.1) through the integration/installation and test and evaluation section (SOW 3.3.2).
 - IV. Identify potential risk events inherent to the nature of the effort that could, if they were to occur, endanger satisfactory performance. Offerors shall recommend mitigation strategies to better ensure project success.
 - V. Utilizing the SOW as a format and guide in developing your response, the Offeror shall identify and evaluate the proposed risks that might be encountered during execution of the task in a format/flow that is consistent with the SOW sections as follows:
 - SOW 3.3.1 General Scientific Engineering: The Offeror shall assess risks that may occur in the execution of SOW Sections 3.3.1.1-3.3.1.14 and all corresponding sub-sections.
 - SOW 3.3.2 Integration, Installation, and Test & Evaluation (T&E): The Offeror shall assess risks that may occur in the execution of SOW Sections 3.3.2.1 through 3.3.2.5 and all corresponding sub-sections.
 - VI. In addition to the assessment of the multiple risks that the Offeror may identify for the above SOW sections, the Offeror shall also identify what they consider to be the single most significant risk that task execution could create for each of the remaining sections in the SOW as follows:
 - Logistics SOW in 3.3.3.
 - Operational and Management Support SOW in 3.3.4.
 - Technical Project Management SOW in 3.3.5.
 - Flight Operations SOW in 3.3.6.
 - Airworthiness Certifications SOW in 3.3.7.

2.0 VOLUME 2: REPRESENTATIONS AND CERTIFICATIONS

The Offeror shall include the following in this volume:

2.1 Completed and signed SF33 for basic solicitation and each amendment, including completion of any RFP clause or provision that requires a fill-in or response.

2.2 Signed Representations, Certifications and Acknowledgements and/or On Line Representations and Certifications Application (ORCA) reference. The Offeror shall include an OCI disclosure and OCI Mitigation Plans in volume 2, if applicable based on Offeror's completion of NAVAIR Provision 5252.209-9511.

2.3 Guarantee the length of proposal validity (at least 180 days from proposal submission due date).

2.4 Small Business Subcontracting Plan: Large Business Offerors shall provide a small business subcontracting plan in accordance with FAR 52.219-9, unless there is an already approved comprehensive/master small business utilization plan. The Subcontracting Plan of successful offerors will be reviewed and approved by the PCO prior to contract award. See FAR 19.702(a) (1) Statutory Requirements, regarding failure of the apparent successful Offeror to negotiate and submit a Subcontracting Plan acceptable to the Contracting Officer. Ultimately, the approved Subcontracting Plan will be incorporated into the resultant contract.

3.0 Incumbent Information: N/A. This is a new requirement.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Unique Entity Identifier	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.215-20	Requirements for Certified Cost or Pricing Data or	OCT 2010
	Information Other Than Certified Cost or Pricing Data	
52.215-22	Limitations on Pass-Through Charges--Identification of	OCT 2009
	Subcontract Effort	
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	MAR 2015
52.252-3	Alterations in Solicitation	APR 1984
252.204-7008	Compliance With Safeguarding Covered Defense Information	OCT 2016
	Controls	
252.215-7008	Only One Offer	JUL 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Definitions. As used in this provision--

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that--

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record ``Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Multiple Award Indefinite Delivery/Indefinite Quantity Cost Plus Fixed Fee (CPFF) and Firm Fixed Price (FFP) contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Christopher Pennini, A2513000, 21983 Bundy Road, BLDG 441, Patuxent River, MD, 20670**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/> or <http://www.farsite.hill.af.mil/>.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **Defense Federal Acquisition Regulation** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

5252.209-9513 ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS (SERVICES) (NAVAIR)(JUN 1993)

(a) In accordance with FAR 9.507-1, the potential conflict of interest for this solicitation in the Contracting Officer's judgment would involve any prime contractor, subcontractor, co-sponsor, parties to a joint venture, consultant or other legal entity (1) who because of activities or relationships is unable to render impartial assistance or advice to the Government, or (2) whose objectivity in performing the contemplated contract work is or might otherwise be impaired, or (3) who has an unfair competitive advantage in regards to **[To be completed at contract award]**.

(b) This solicitation contains special provision clause in Section H entitled, "Organizational Conflicts of Interest", which is to appear in the awarded contract.

(c) If the offeror has checked Block one of the NAVAIR 5252.209-9511, "Conflicts of Interest Representation" in Section K, indicating a potential conflict exists, the offeror shall in accordance with the 5252.209-9510, "Organizational Conflict of Interest" clause in Section H, disclose any and all information necessary to ascertain whether an organizational conflict of interest does exist, and if so, whether a waiver should be requested.

(d) The offeror shall take all reasonable steps to obtain documentation of organizational conflicts of interest, and shall cooperate fully with the Government in resolving such issues expeditiously.

(e) Along with responses to this solicitation, offerors must either (1) submit the following information concerning any existing or planned contracts with, or interests in, the suppliers and/or equipment identified in Attachment [Attachment 3]; or (2) state that to the best of the offeror's knowledge no such interest or contract exists:

(1) a description of the conflict of interest (e.g., weapons systems supplier(s), corporate restructuring, first-tier subcontractor(s)) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

(f) Documentation referred to above may be submitted in advance of proposal submission but must be submitted no later than the closing date for receipt of offers.

(g) Disclosure of Potential Conflict of Interest by Offerors.

(1) The offeror agrees to disclose, in writing and prior to the closing date for receipt of offers, any relevant facts pertaining to work previously performed or presently being performed by the offeror under private and Government contracts wherein the subject matter includes systems, components, technology, or services identical or similar to that encompassed by the proposed contract and which might give rise to the appearance of an organizational conflict of interest. Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed.

(2) If any of the contracts identified pursuant to subparagraph (g)(1) contain an Organizational Conflict of Interest Provision, the offeror may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

(3) Any documentation submitted pursuant to this subparagraph shall identify this procurement by IFB/RFP or other appropriate number as a reference and shall be forwarded to:

Naval Air Warfare Center AD (PAX)
21983 Bundy Road, BLDG 441 Patuxent River, MD 20670
ATTN: Organizational Conflict of Interest Material
RFP # N00421-19-R-0074

(h) The Contracting Officer will determine whether such interests or contracts present potential organizational conflicts of interest that should preclude award to the offeror.

5252.215-9503 ANTICIPATED AWARD DATE (NAVAIR)(FEB 1995)

The anticipated award date for this requirement is **07 June 2021**. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

5252.219-9501 LESS THAN FIVE PERCENT SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOAL (NAVAIR) (MAR 1999)

Offerors submitting Small and Small Disadvantaged Business Subcontracting Plans per FAR Clause 52.219-9, "Small Business Subcontracting Plan" and DFARS Clause 252.219-7003, "Small, Small Disadvantaged and

Women-Owned Small Business Subcontracting Plan (DoD Contracts)" which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed.

5252.227-9508 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (APR 1998)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contractor is a U.S. citizen, or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows or no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(6) The U.S. contractor itself is not debarred, suspended, or otherwise determined ineligible by any agency of the U.S. Government to perform on U.S. Government contracts, has not been convicted of export control law violations, and has not been disqualified under the provisions of this Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Information Services (DLIS), Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and section 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLIS.

5252.233-9500 PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND (NAVAIR) (MAR 1999)

(a) Agency protests/appeals will be processed in accordance with the procedures established at FAR 33.103. A protest to the Naval Air Systems Command shall be filed with the Contracting Officer whose name and address are shown in FAR Clause 52.233-2, "Service of Protest" of this solicitation.

(b) The protester may request an independent review of the Contracting Officer's decision on the protest by filing a written appeal with:

***The Chief of the Contracting Office: 21983 Bundy Road, Building 441, Patuxent River, MD 20670**

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer's protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal.

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

M - (1) EVALUATION FACTORS FOR AWARD (SERVICES) (September 2019)

PART A: GENERAL INFORMATION

1.0 GENERAL

The Government expects to select more than one offeror whose proposal is technically evaluated as “acceptable” to the Government. Since the Government’s baseline MAC requirements are broad in scope, technical capability and technical risk considerations will play a dominant role in the MAC source selection. As such, each and all offerors that are determined to be a responsible source and submit a technically acceptable proposal that conforms to the requirements of the solicitation will be issued a MAC award.

2.0 EVALUATION PROCESS

For the Technical factor, a combined Technical and Risk rating will be assigned. This method determines if the proposal meets or does not meet the minimum requirements. Assessment of technical risk considers the potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. Offerors are advised that during the evaluation process, a technical factor with an “Unacceptable” Risk Rating may result in the entire proposal being found unacceptable and eliminated from the competition.

3.0 EVALUATION FACTOR FOR AWARD

Proposals will be evaluated using the factor listed below.

1) TECHNICAL SAMPLE TASK

PART B: SPECIFIC INFORMATION

1.0 TECHNICAL SAMPLE TASK

The evaluation will include an assessment of the following:

The Government will evaluate the Offeror’s proposal to determine if the Offeror’s understanding and approach is in compliance with and meets solicitation requirements. This assessment will include the following:

The Government will evaluate the Offeror’s sample task responses to determine if the proposed approach meets the sample task requirements and is deemed acceptable or unacceptable based upon the information provided in response to the instructions provided in Section L. For each corporate experience effort submitted, the Government desires a magnitude of \$4M or greater for Pools 2 through 6 and a magnitude of \$1M or greater for Pool 1. The Government will evaluate corporate experience submissions in a manner that will help reduce risk associated with sparse or adverse technical findings. An Offeror who does not submit corporate experience will not be evaluated as a higher risk. The intent of corporate experience submissions is to substantiate or support the technical response and can only help improve an offerors combined technical/risk rating.

PART C: EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS

The definitions below will be used by the Government when assessing solicitation compliance and the expected results of the offeror's proposed approach. The appropriate adjectival rating will be assigned to each factor and subfactor, as required. The Government will utilize a combined technical/risk rating for this effort.

1.0 TECHNICAL EVALUATION RATINGS

Combined Technical/Risk Ratings: The combined technical/risk assignments are provided in the table below.

Adjectival	COMBINED TECHNICAL/RISK RATING
Rating	Description
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Unacceptable	Proposal has not demonstrated an adequate approach and understanding of the requirement, and/or risk of unsuccessful performance is high.

2.0 OTHER DEFINITIONS

Strengths: An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance. (FAR15.001)

Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance. (FAR 15.001)

Deficiency: a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level. (FAR 15.001)

Risk: as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

Risk Reducer: An aspect of an Offeror's proposal that reduces risk in a way that will advantageous to the Government during contract performance.

Low Risk: Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

Moderate Risk: Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.

High Risk: Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

Unacceptable Risk: Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.