

| | | | | | | | | | | |
|---|------|--|--|--|---|--|----------------------------------|--|-----------------------------|------|
| SOLICITATION, OFFER AND AWARD | | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | | PAGE OF PAGES 1 130 | | |
| 2. CONTRACT NO. | | | 3. SOLICITATION NO. N0042122R0172 | | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | | 5. DATE ISSUED 03 Oct 2022 | | 6. REQUISITION/PURCHASE NO. | |
| 7. ISSUED BY PROCUREMENT GROUP 21983 BUNDY ROAD, BLDG 441 PATUXENT RIVER MD 20670 | | | CODE N00421 | | 8. ADDRESS OFFER TO (If other than Item 7) See Item 7 | | | | CODE | |
| TEL: | | | FAX: | | TEL: | | | | FAX: | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | | | | | |
| SOLICITATION | | | | | | | | | | |
| 9. Sealed offers in original and <u>1</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 _____ until <u>02:00 PM</u> local time <u>17 Nov 2022</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 | | | B. TELEPHONE (Include area code) (NO COLLECT CALLS) | | | C. E-MAIL ADDRESS | | |
| 11. TABLE OF CONTENTS | | | | | | | | | | |
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| OFFER (Must be fully completed by offeror) | | | | | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | | | | | | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | | | | AMENDMENT NO. | | DATE | | AMENDMENT NO. | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | | |
| 15B. TELEPHONE NO (Include area code) | | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | | | 17. SIGNATURE | | | 18. OFFER DATE | |
| AWARD (To be completed by Government) | | | | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | | | 20. AMOUNT | | | 21. ACCOUNTING AND APPROPRIATION | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | | ITEM | |
| 24. ADMINISTERED BY (If other than Item 7) | | | | CODE | | 25. PAYMENT WILL BE MADE BY | | | | CODE |
| 26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL: | | | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | | 28. AWARD DATE | |
| IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. | | | | | | | | | | |

Section A - Solicitation/Contract Form

GENERAL INFORMATIONNotes

1. This is a full and open requirement. The NAICS code for this effort is 541330 – Engineering Services with a size standard of \$41.5M.
2. Level of Effort (LOE) task orders will be issued under this single award Indefinite Delivery Indefinite Quantity (IDIQ) contract. NAVAIR clause 5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)(DEC 2012) will be included in applicable task orders.
3. This solicitation is, and the resulting contract will be, subject to the Service Contract Act (SCA) of 1965, as amended, and to FAR clause 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014), contained in Section I of this solicitation. The cost/price proposal shall demonstrate compliance with the minimum monetary wages and fringe benefits for service employees as specified in the Wage Determinations (provided as an attachment in Section J of this solicitation). The following Wage Determinations are applicable for this effort:
 - a. WD 15-4279 (Rev.-17) revised 03/15/2022 for Area: Maryland County of St. Mary's
 - b. WD 15-4341 (Rev. -20) revised 03/15/2022 for Area: North Carolina Counties of Currituck, Gates Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, Williamsburg, York
4. The Product Service Code (PSC) for this procurement is N059 – Installation of Equipment – Electrical and Electronic Equipment Components.
5. This contract will have a five (5) year ordering period with the possibility of a six (6) month option to extend using FAR 52.217-8. Task Orders (TOs) will be issued as required as the Period of Performance (PoP) will be determined upon award of each TO.
6. The contractor shall have the appropriate facility security clearance as stated in the DD Form 254 within 60 days after contract award. A Secret DoD Security Clearance Level or Interim Clearance will be required for personnel identified in Section C Performance Work Statement (PWS)/Statement of Work (SOW) within sixty (60) days of contract award. The contractor will not be permitted access to classified information until a final DD254 is incorporated as an attachment to the contract award.
7. NAVAIR and Special Communications Missions Solutions specific instructions listed in Section C, Paragraph 2.0 will be made available through the Department of Defense (DoD) Procurement Integrated Enterprise Environment (PIEE) for review by potential offerors. If interested in reviewing these documents, please request access through Krista Hayden at krista.k.hayden.civ@us.navy.mil no more than two weeks after release of the solicitation.

Points of Contact:

Contract Specialist: Krista Hayden

Phone: 240-808-1813

E-mail: krista.k.hayden.civ@us.navy.mil

Team Lead: Matt Purcell

Phone: 240-802-6136

E-mail: matthew.f.purcell2.civ@us.navy.mil

Procuring Contracting Officer: May Dimitrov

Phone: 240-454-2177

E-mail: may.dimitrov.civ@us.navy.mil

Section B - Supplies or Services and Prices

B-1 ESTIMATED RATES
SUPPLIES, SERVICES AND PRICES
B-1

Level of Effort (LOE) Orders will be issued under this contract using the following streamlined ordering procedures:

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

Contractor Site located within fifty (50) ground transportable miles of WOLF

| Labor Category (* = Labor Category with Key Employee (s)) | Composite Fully Burdened Rates, Exclusive of Fee | | | | |
|--|--|------------------------------|------------------------------|------------------------------|------------------------------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| | 01/04/2024 – 01/03/2025** | 01/04/2025 – 01/03/2026** | 01/04/2026 – 01/03/2027** | 01/04/2027 – 01/03/2028** | 01/04/2028 – 01/03/2029** |
| Computer Network Architects, Journeyman | | | | | |
| Computer Systems Analysts, Junior | | | | | |
| Computer Systems Analysts, Journeyman | | | | | |
| Drafter/CAD Operator II (SCA) | | | | | |
| Electrical Engineers, Journeyman (KEY)* (Professional) | | | | | |
| Electrical Engineers, Journeyman (KEY)* (Danger Pay) | | | | | |
| Electronics Technician Maintenance II (SCA) | | | | | |
| Electronics Technician Maintenance II (SCA) (Overtime) | | | | | |
| Electronics Technician Maintenance III (SCA) | | | | | |
| Electronics Technician Maintenance III (SCA) (Danger Pay) | | | | | |
| Electronics Technician Maintenance III (SCA) | | | | | |
| Electronics Technician Maintenance III (SCA) (Overtime) | | | | | |
| Engineering Technician, I (SCA) | | | | | |
| Engineering Technician, I (SCA) (Overtime) | | | | | |

| | | | | | |
|---|--|--|--|--|--|
| Engineering Technician, II (SCA) | | | | | |
| Engineering Technician, II (SCA) (Overtime) | | | | | |
| Engineering Technician, III (SCA) | | | | | |
| Engineering Technician, III (SCA) (Danger Pay) | | | | | |
| Engineering Technician, III (SCA) (Overtime) | | | | | |
| Engineering Technician, IV (SCA) | | | | | |
| Engineering Technician, IV (SCA) (Overtime) | | | | | |
| Engineering Technician, V (SCA) | | | | | |
| Engineering Technician, V (SCA) (Overtime) | | | | | |
| Engineering Technician, VI (SCA) | | | | | |
| Engineering Technician, VI (SCA) (Overtime) | | | | | |
| First-Line Supervisors of Production and Operating Workers, Journeyman (KEY)* | | | | | |
| First-Line Supervisors of Production and Operating Workers, Journeyman | | | | | |
| General and Operations Managers, Senior (KEY)* | | | | | |
| General Clerk II (SCA) | | | | | |
| Logisticians, Junior | | | | | |

| | | | | | |
|--|--|--|--|--|--|
| Logisticians, Journeyman | | | | | |
| Management Analysts, Junior | | | | | |
| Management Analysts, Journeyman | | | | | |
| Mechanical Engineers, Journeyman (Professional) | | | | | |
| Mechanical Engineers, Journeyman (Danger Pay) | | | | | |
| Operations Research Analysts, Journeyman | | | | | |
| Shipping/Receiving Clerk, (SCA) | | | | | |
| Supply Technician, (SCA) | | | | | |
| Technical Instructor/Course Developer, (SCA) | | | | | |
| Telecommunications Mechanic I (SCA) | | | | | |
| Telecommunications Mechanic II (SCA) | | | | | |
| Truck Driver Medium, (SCA) | | | | | |
| Warehouse Specialist, (SCA) | | | | | |

Government Site located at WOLF

| Labor Category (* = Labor Category with Key Employee (s)) | Composite Fully Burdened Rates, Exclusive of Fee | | | | |
|---|--|------------------------------|------------------------------|------------------------------|------------------------------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| | 01/04/2024 – 01/03/2025** | 01/04/2025 – 01/03/2026** | 01/04/2026 – 01/03/2027** | 01/04/2027 – 01/03/2028** | 01/04/2028 – 01/03/2029** |
| Computer Network Architects, Journeyman | | | | | |

| | | | | | |
|---|--|--|--|--|--|
| Computer Systems Analysts, Junior | | | | | |
| Computer Systems Analysts, Journeyman | | | | | |
| Drafter/CAD Operator II (SCA) | | | | | |
| Electrical Engineers, Journeyman (KEY)* (Professional) | | | | | |
| Electrical Engineers, Journeyman (KEY)* (Danger Pay) | | | | | |
| Electronics Technician Maintenance II (SCA) | | | | | |
| Electronics Technician Maintenance II (SCA) (Overtime) | | | | | |
| Electronics Technician Maintenance III (SCA) | | | | | |
| Electronics Technician Maintenance III (SCA) (Danger Pay) | | | | | |
| Electronics Technician Maintenance III (SCA) | | | | | |
| Electronics Technician Maintenance III (SCA) (Overtime) | | | | | |
| Engineering Technician, I (SCA) | | | | | |
| Engineering Technician, I (SCA) (Overtime) | | | | | |
| Engineering Technician, II (SCA) | | | | | |
| Engineering Technician, II (SCA) (Overtime) | | | | | |

| | | | | | |
|---|--|--|--|--|--|
| Engineering Technician, III (SCA) | | | | | |
| Engineering Technician, III (SCA) (Danger Pay) | | | | | |
| Engineering Technician, III (SCA) (Overtime) | | | | | |
| Engineering Technician, IV (SCA) | | | | | |
| Engineering Technician, IV (SCA) (Overtime) | | | | | |
| Engineering Technician, V (SCA) | | | | | |
| Engineering Technician, V (SCA) (Overtime) | | | | | |
| Engineering Technician, VI (SAC) | | | | | |
| Engineering Technician, VI (SCA) (Overtime) | | | | | |
| First-Line Supervisors of Production and Operating Workers, Journeyman (KEY)* | | | | | |
| First-Line Supervisors of Production and Operating Workers, Journeyman | | | | | |
| General and Operations Managers, Senior (KEY)* | | | | | |
| General Clerk II (SCA) | | | | | |
| Logisticians, Junior | | | | | |
| Logisticians, Journeyman | | | | | |
| Management Analysts, Junior | | | | | |

| | | | | | |
|---|--|--|--|--|--|
| Management Analysts, Journeyman | | | | | |
| Mechanical Engineers, Journeyman (Professional) | | | | | |
| Mechanical Engineers, Journeyman (Danger Pay) | | | | | |
| Operations Research Analysts, Journeyman | | | | | |
| Shipping/Receiving Clerk, (SCA) | | | | | |
| Supply Technician, (SCA) | | | | | |
| Technical Instructor/Course Developer, (SCA) | | | | | |
| Telecommunications Mechanic I (SCA) | | | | | |
| Telecommunications Mechanic II (SCA) | | | | | |
| Truck Driver Medium, (SCA) | | | | | |
| Warehouse Specialist, (SCA) | | | | | |

Contractor Site located within fifty (50) ground transportable miles of Little Creek, VA

| Labor Category (* = Labor Category with Key Employee (s)) | Composite Fully Burdened Rates, Exclusive of Fee | | | | |
|---|--|---------------------------|---------------------------|---------------------------|---------------------------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| | 01/04/2024 – 01/03/2025** | 01/04/2025 – 01/03/2026** | 01/04/2026 – 01/03/2027** | 01/04/2027 – 01/03/2028** | 01/04/2028 – 01/03/2029** |
| Computer Network Architects, Journeyman | | | | | |
| Computer Systems Analysts, Junior | | | | | |
| Computer Systems Analysts, Journeyman | | | | | |

| | | | | | |
|---|--|--|--|--|--|
| Drafter/CAD Operator II (SCA) | | | | | |
| Electrical Engineers, Journeyman (KEY)* (Professional) | | | | | |
| Electrical Engineers, Journeyman (KEY)* (Danger Pay) | | | | | |
| Electronics Technician Maintenance II (SCA) | | | | | |
| Electronics Technician Maintenance II (SCA) (Overtime) | | | | | |
| Electronics Technician Maintenance III (SCA) | | | | | |
| Electronics Technician Maintenance III (SCA) (Danger Pay) | | | | | |
| Electronics Technician Maintenance III (SCA) | | | | | |
| Electronics Technician Maintenance III (SCA) (Overtime) | | | | | |
| Engineering Technician, I (SCA) | | | | | |
| Engineering Technician, I (SCA) (Overtime) | | | | | |
| Engineering Technician, II (SCA) | | | | | |
| Engineering Technician, II (SCA) (Overtime) | | | | | |
| Engineering Technician, III (SCA) | | | | | |
| Engineering Technician, III (SCA) (Danger Pay) | | | | | |

| | | | | | |
|---|--|--|--|--|--|
| Engineering Technician, III (SCA) (Overtime) | | | | | |
| Engineering Technician, IV (SCA) | | | | | |
| Engineering Technician, IV (SCA) (Overtime) | | | | | |
| Engineering Technician, V (SCA) | | | | | |
| Engineering Technician, V (SCA) (Overtime) | | | | | |
| Engineering Technician, VI (SCA) | | | | | |
| Engineering Technician, VI (SCA) (Overtime) | | | | | |
| First-Line Supervisors of Production and Operating Workers, Journeyman (KEY)* | | | | | |
| First-Line Supervisors of Production and Operating Workers, Journeyman | | | | | |
| General and Operations Managers, Senior (KEY)* | | | | | |
| General Clerk II (SCA) | | | | | |
| Logisticians, Junior | | | | | |
| Logisticians, Journeyman | | | | | |
| Management Analysts, Junior | | | | | |
| Management Analysts, Journeyman | | | | | |
| Mechanical Engineers, Journeyman (Professional) | | | | | |

| | | | | | |
|---|--|--|--|--|--|
| Mechanical Engineers, Journeyman (Danger Pay) | | | | | |
| Operations Research Analysts, Journeyman | | | | | |
| Shipping/Receiving Clerk, (SCA) | | | | | |
| Supply Technician, (SCA) | | | | | |
| Technical Instructor/Course Developer, (SCA) | | | | | |
| Telecommunications Mechanic I (SCA) | | | | | |
| Telecommunications Mechanic II (SCA) | | | | | |
| Truck Driver Medium, (SCA) | | | | | |
| Warehouse Specialist, (SCA) | | | | | |

**Dates to be adjusted at contract award.

B-2 NOT SEPARATELY PRICED CLIN

CLINs 0002 to 0007, 0010 to 0016 are Not Separately Priced (NSP) on the Base IDIQ contract. These CLINs will be separately priced on the individual Task Orders dependent upon the work being conducted and the type(s) of funding that will be applied on the Task Order.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-----------------------------|--|----------|------|------------|--------|
| 0001 | CPFF Labor Ceiling for CLINs 0002-0007 CPFF Cost Plus Fixed Fee (CPFF) Labor Ceiling for CLINs 0002-0007 in accordance with the Statement of Work (SOW), Paragraph 3.3 FOB: Destination PSC CD: N059 | | Lot | | |
| ESTIMATED COST FIXED FEE | | | | | |
| TOTAL EST COST + FEE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-----------------------------|---|----------|------|------------|--------|
| 0002 | Labor - O&M Funding CPFF CPFF O&M Funding in support of the SOW, Paragraph 3.3. Not Separately Priced from CLIN 0001. FOB: Destination | | Lot | | |
| ESTIMATED COST FIXED FEE | | | | | |
| TOTAL EST COST + FEE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-----------------------------|---|----------|------|------------|--------|
| 0003 | Labor - Procurement Funding CPFF CPFF Procurement Funding in support of the SOW, Paragraph 3.3. Not Separately Priced from CLIN 0001. FOB: Destination | | Lot | | |
| ESTIMATED COST FIXED FEE | | | | | |
| TOTAL EST COST + FEE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------|--|----------|------|------------|--------|
| 0004 | Labor - RDT&E Funding CPFF CPFF RDT&E Funding in support of the SOW, Paragraph 3.3. Not Separately Priced from CLIN 0001. FOB: Destination | | Lot | | |
| ESTIMATED COST | | | | | |
| FIXED FEE | | | | | |
| TOTAL EST COST + FEE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------|--|----------|------|------------|--------|
| 0005 | Labor - WCF Funding CPFF CPFF WCF Funding in support of the SOW, Paragraph 3.3. Not Separately Priced from CLIN 0001. FOB: Destination | | Lot | | |
| ESTIMATED COST | | | | | |
| FIXED FEE | | | | | |
| TOTAL EST COST + FEE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------|--|----------|------|------------|--------|
| 0006 | Labor - NON DOD Funding CPFF CPFF NON DOD Funding in support of the SOW, Paragraph 3.3. Not Separately Priced from CLIN 0001. FOB: Destination | | Load | | |
| ESTIMATED COST | | | | | |
| FIXED FEE | | | | | |
| TOTAL EST COST + FEE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------|--|----------|------|------------|--------|
| 0007 | Labor - FMS Funding CPFF CPFF FMS Funding in support of the SOW, Paragraph 3.3. Not Separately Priced from CLIN 0001. FOB: Destination | | Lot | | |
| ESTIMATED COST | | | | | |
| FIXED FEE | | | | | |
| TOTAL EST COST + FEE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0008 | Data in support of CLIN 0001 COST FOB: Destination PSC CD: N059 | | Lot | | |
| ESTIMATED COST | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0009 | ODC Ceiling for CLINs 0010-0015 COST Other Direct Costs (ODCs) Ceiling in support of CLINs 0001-0007 for CLINs 0010-0015, in accordance with the SOW, Paragraph 3.1.5. FOB: Destination PSC CD: N059 | | Lot | | |
| ESTIMATED COST | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------------|
| 0010 | ODC - O&M Funding COST O&M ODC Funding in support of the SOW, Paragraph 3.1.5. Not Separately Priced from CLIN 0009. FOB: Destination | | Lot | | |
| | | | | | ESTIMATED COST |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------------|
| 0011 | ODC - Procurement Funding COST Procurement ODC Funding in support of the SOW, Paragraph 3.1.5. Not Separately Priced from CLIN 0009. FOB: Destination | | Lot | | |
| | | | | | ESTIMATED COST |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------------|
| 0012 | ODC - RDT&E Funding COST RDT&E ODC Funding in support of the SOW, Paragraph 3.1.5. Not Separately Priced from CLIN 0009. FOB: Destination | | Lot | | |
| | | | | | ESTIMATED COST |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------------|
| 0013 | ODC - WCF Funding COST WCF ODC Funding in support of the SOW, Paragraph 3.1.5. Not Separately Priced from CLIN 0009. FOB: Destination | | Lot | | |
| | | | | | ESTIMATED COST |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------------|
| 0014 | ODC - NON DOD Funding COST NON DOD ODC Funding in support of the SOW, Paragraph 3.1.5. Not Separately Priced from CLIN 0009. FOB: Destination | | Lot | | |
| | | | | | ESTIMATED COST |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------------|
| 0015 | ODC - FMS Funding COST FMS ODC Funding in support of the SOW, Paragraph 3.1.5. Not Separately Priced from CLIN 0009. FOB: Destination | | Lot | | |
| | | | | | ESTIMATED COST |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0016 | Contractor Acquired Property - ODC COST Contractor Acquired Property in accordance with SOW Paragraph 3.1.5.1.5. Not Separately Priced from CLIN 0009. FOB: Destination | | Lot | | |

ESTIMATED COST

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The level of effort estimated to be ordered during the term of this contract is 891,200 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

| | Year I | Year II | Year III | Year IV | Year V | Total |
|-------------|---------|---------|----------|---------|---------|---------|
| Labor Hours | 178,240 | 178,240 | 178,240 | 178,240 | 178,240 | 891,200 |

| CLIN 0001 | Total |
|--|-------|
| TO BE SPECIFIED ON INDIVIDUAL TASK ORDERS | |

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

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

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

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

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

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

Section C - Descriptions and Specifications

STATEMENT OF WORK

**STATEMENT OF WORK FOR
MOBILE DEPLOYABLE COMMAND, CONTROL, COMMUNICATIONS,
COMPUTERS, COMBAT SYSTEMS, INTELLIGENCE, SURVEILLANCE, AND
RECONNAISSANCE SYSTEMS**

1.0 Scope.

The Naval Air Warfare Center Aircraft Division (NAWCAD) Webster Outlying Field (WOLF) Special Communications Mission Solutions (SCMS) Division integrates and delivers products for Command, Control, Communications, Computers, Combat Systems, Intelligence, Surveillance, and Reconnaissance (C5ISR) systems. The SCMS Division is tasked to provide Mobile Deployable (MD) C5ISR products comprising of small craft, transportable systems, en-route communication systems, and intra-platform systems. These critical MD products are funded by a broad range of customers including the U.S. Navy, Special Operations Forces (SOF), Homeland Security, and other Department of Defense (DoD) and non-DoD agencies. The SCMS Division will utilize this Contract to obtain specific engineering and technical services required for production and installation of electrical and electronic communication systems onto diverse MD platforms.

This SOW provides engineering and technical services for the implementation of MD systems and platforms from concept through installation and fielding. Specifically, the Contractor shall provide planning and analysis, engineering design, assimilation, kitting, production and verification, logistics and in-service support, and technical management support of new and legacy MD C5ISR systems and platforms.

2.0 Applicable documents.

The following documents and document sources are provided for reference. The SCMS Division requirement to provide C5ISR interoperability among U.S. military and U.S. civilians may dictate an adherence to a wide variety of specifications, and standards. DoD systems shall adhere to the Joint Technical Architecture (JTA) 2.0 Standards. Non-DoD systems may be governed by numerous commercial, national, or international standards. The documents listed below are presented only as representative sources of the technological interface details that may be required during contract performance. Likewise, the documentation listed is not all inclusive but is representative of the type of information that may be necessary to perform the work. Each Task Order (TO) will provide additional details if necessary. The document version applicable to tasking will be the most current published document at the time of TO award.

2.1 DoD specifications.

- 2.1.1 *DoD 5220.22M, National Industrial Security Program Operating Manual, (NISPOM), 18 May 2016.*
- 2.1.2 *SECNAV M-5510.36B, Department of the Navy, Information Security Program, 12 Jul 2019.*
- 2.1.3 *DoDI 5200.48 Controlled Unclassified Information (CUI), dated 6 Mar 2020.*
- 2.1.4 *DoDD 5400.07, DoD Freedom of Information Act (FOIA) Program, 5 Apr 2019.*
- 2.1.5 *DoDI 5230.24, Distribution Statements on Technical Documents, Change 3, 15 Oct 2018.*
- 2.1.6 *SECNAV M-5510.30C, Department of the Navy, Personnel Security Program, 24 Jan 2020.*
- 2.1.7 *OPNAVINST 3440.17A, Navy Installation Emergency Management Program, 1 Aug 2014.*

2.2 Other Government documents.

- 2.2.1 *American National Standards Institute (ANSI) ANSI/J-STD-001, Requirements for Soldered Electrical and Electronic Assemblies*
- 2.2.2 *Institute of Printed Circuits (IPC) IPC-A-610, Acceptability of Electronic Assemblies*
- 2.2.3 *IPC-R-700, Suggested Guidelines for Modification, Rework and Repair of Printed Boards and Assemblies*

- 2.2.4 *NASPAXRIVERINST 5100.35D, Navy Occupational Safety and Health (NAVOSH) Program.*
- 2.2.5 *SECNAVINST 5000.2, Implementation of Defense Acquisition Management Policies, Procedures, Documentation, and Reports.*
- 2.2.6 *OPNAVINST 3432.1, Operational Security Plan (OPSEC).*
- 2.2.7 *Occupational Safety and Health Administration (OSHA) Regulations.*
- 2.2.8 *Naval Air Training and Operating Procedures Standardization (NATOPS).*
- 2.2.9 *SCMS Division Research, Development, Test & Evaluation Network (RDT&E) Network Standard Operating Procedures (SOP).*
- 2.2.10 *American Society of Mechanical Engineers (ASME) Y14, Drafting Standards.*
- 3.0 **Requirements.**
- 3.1 **General requirements.**
- 3.1.1 **Compatibility.** The Contractor shall maintain the capability to prepare documents and software packages compatible with the Government Information Technology (IT) environment through the security classification of Top Secret as specified on DD-254 (Attachment 01). The current operating environment required for this Contract is identified in the SCMS Division RDT&E Network SOP for both contractor site and Government site staff (Attachment 14) and also includes:
 - Microsoft Windows 2016
 - Microsoft Project 2016
 - Microsoft Office Professional Plus 2016
 - Adobe Acrobat XI (Reader)
 - Internet access
 - Auto Computer Aided Design (AutoCAD) (latest version)
 - SolidWorks (latest version)

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 SCMS Division. Contractor personnel shall be capable of maintaining real-time communications, both voice and data transfer capabilities, with the SCMS Division during working hours whether at Contractor work site or on travel.

3.1.2 Work location, facilities, and telework.

3.1.2.1 **Work location.** Approximately 22% of work will be performed at Government site located at WOLF, St. Inigoes, Maryland and approximately 78% of work to be performed at contractor sites. Of the total percentage of work performed at contractor sites, approximately 46% will be performed at the contractor-furnished integration facility location within fifty (50) ground transportable miles of WOLF, St. Inigoes, Maryland and approximately 32% will be performed at the contractor-furnished integration facility location within fifty (50) ground transportable miles of Little Creek, Virginia.

3.1.2.1.1 **Government Site Requirements.** Contractors performing on-site support will be provided access to workspaces, telephones, printers, facsimile machines, copy machines, shredders, and network access including web servers and applicable databases or other applications necessary to carry out assigned tasks. If the Contractor chooses to alter the work area in any manner, the Contractor shall obtain prior approval from the Contracting Officer's Representative (COR) and shall be responsible for the cost of any modifications approved.

3.1.2.1.2 **Contractor Site Requirements.** The Contractor shall provide sufficient industrial space, for the receipt, storage, inventory, and shipment of equipment associated with assigned projects. Historically, the space required to meet SOW requirements at the Maryland contractor-furnished integration facility has been no less than 26,500

square feet, and at the Virginia contractor-furnished integration facility has been no less than 8,000 square feet. Additionally, 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 space shall be configured to meet requirements for receiving, material receipt inspection, storage awaiting build-up, integration, testing, and storage of completed systems. The space shall be equipped to protect Government Property, and shall be located within fifty (50) ground transportable miles of NAWCAD WOLF, St. Inigoes MD, and Little Creek, VA. The Government will not have desk occupancy at the location and will not take possession of the facility at Contract termination.

3.1.2.2 Reserved.

3.1.2.3 Telework. 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 in accordance with 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.

3.1.3 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 in accordance with the Contract Data Requirement List (CDRL). 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. (CDRL A001)

3.1.3.2 Financial Progress Report. (CDRL A002)

3.1.3.3 Contractor's Personnel Roster - Workforce Report. (CDRL A003)

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 legal holidays specified in paragraph 3.1.4.1.2). Some supported Government offices have flexibility to start as early as 0600 and end as late as 1800 Monday – Friday.

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 break) 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 break), one (1) weekday is alternately worked as eight and a half (8.5) hours (which includes a thirty-minute lunch break), and one (1) weekday is not worked by the employee. The result is eighty (80) hours worked every two (2) weeks, with forty-four (44) work hours one (1) week and thirty-six (36) work hours the other.

The Contractor may allow its employees to work a CWS schedule provided the requirements of this SOW are met. If the Contractor chooses to allow its employees to work a CWS schedule in support of this Contract, any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this Contract and will not be reimbursed by the Government. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage as required by the Government to the COR/Alternate Contracting Officer's Representative (ACOR).

3.1.4.1.2 Holidays. The Government observes the holidays listed at <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=Overview>

With the exception of the events in section 3.1.4.1.3, the Contractor is permitted to observe the above holidays in accordance with its corporate policy.

3.1.4.1.3 Installation closure. When Federal facilities are closed by the Government or when Federal employees are officially excused from work due to a holiday or a special event, severe weather, a security threat, or any other

Government facility-related problem that prevents Federal personnel from working at the Government facility, contractor personnel assigned to work at that facility in support of such Federal employees shall follow their parent company's policies.

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

3.1.5 Other Direct Costs (ODCs). Operations and Maintenance (O&M), Procurement (PROC), RDT&E, Working Capital Fund (WCF), Non-DoD, and Foreign Military Sales (FMS).

3.1.5.1 Travel. Travel may include general and administrative expenses, but shall not include profit. Temporary travel to other locations in support of tasking is required. Temporary travel locations are expected to include Continental United States (CONUS), to include the District of Columbia (D.C.), and travel to Canada. Outside the Continental United States (OCONUS) locations include United Arab Emirates, Germany, Italy, Great Britain, South Korea, Japan, Jordan, the Philippines, Guam, Puerto Rico, Virgin Islands, Samoa, Alaska, and Hawaii. Possible travel locations include those that are within the United States Central Command (USCENTCOM) Area of Responsibility (AOR). This list is not all inclusive as locations may change over the life of the Contract.

3.1.5.1.1 The COR/ACOR shall approve all travel performed in support of this Contract prior to the commencement of the travel and result in a trip report. (CDRL A004)

3.1.5.1.2 OCONUS travel may be required in potentially dangerous environments. Contractors may be eligible for Danger Pay as a percent of their basic compensation per Department of State guidelines for Danger Pay.

3.1.5.1.3 Synchronized Pre-Deployment and Operational Tracker (SPOT). The Contractor may travel in USCENTCOM AOR locations. In accordance with Clauses 252.225-7040 and 5152.225-5908, SPOT enables the validation of Contractors Authorized to Accompany the Force (CAAF), their authorization and eligibility for access to specific DoD facilities, and their eligibility for specific Government-Furnished Support (GFS). The Contractor shall initiate a Letter of Authorization (LOA) for each prospective traveler. The Contractor shall use the SPOT link (<https://spot.dmdc.mil/privacy.aspx>) to enter and maintain data with respect to traveling/deployed personnel and to generate LOA.

3.1.5.1.4 LOA. The Contracting Officer will provide LOAs for official travel OCONUS, when applicable, in support of the Contract. The LOA will identify local authorizations, privileges, etc. as specified by DoD requirements. All defense contractors working under this Contract shall carry an LOA, when applicable, with them at all times while deployed OCONUS.

3.1.5.1.5 Material. All materials not depleted during the performance of this Contract shall become Government property upon completion of this Contract. The Contractor shall transfer all materials not depleted to the COR by way of a *Material Inspection and Receiving Report (DD Form 250)*. Material costs may include general and administrative expenses but shall not include profit/fee. (CDRL A005)

3.1.5.1.6 Field services. It will be necessary for the Contractor to provide field services for shipping and other related industrial and professional services. Shipping services include preservation, packaging, packing, shipment, and delivery services such as Federal Express (FedEx), United Parcel Service (UPS), and less-than-load and truckload freight by the U.S. Postal Service. Field services also include: industrial support services rendered by persons who utilize special tools, other equipment, and manufacturing aids such as turning, drilling, milling, and grinding machines, shapers and planers, power saws, and presses; removal and installation of fiber; proprietary technology cable assemblies, removal, installation, modification and testing; mounting, fabrication, modification, relocation/installation and/or replacement of proprietary technology equipment and cables; craning and rigging; sandblasting and painting; sheet metal; environmental and safety testing and certification; industrial safety training; emergent installation site equipment repairs; consultant services for Original Equipment Manufacturer (OEM) services; OEM training services; and test equipment and machine rentals.

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

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

3.1.8 Transition-Out Strategy.

The Contractor's overall transition-out strategy shall be built around maintaining the mission of the SCMS Division with minimal impact, not only in terms of timeliness of performance but also to ensure that critical data and knowledge transfer occurs. Prior to termination or expiration of the Contract, the Contractor shall ensure an orderly transition of responsibilities, while minimizing impact to the operation. The Contractor shall submit a Transition-Out Plan, to include the minimum elements listed below in accordance with CDRL A006.

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

3.1.9 Technical Direction Letters (TDLs). When necessary, technical direction or clarification concerning the details of specific tasks set forth in the Contract and the TOs will be given through issuance of written TDLs. TDLs will not, in any manner, alter the scope of the Contract or TO. For further direction see Naval Air Systems Command (NAVAIR) Clause 5252.242-9502 Technical Direction (Variation) in Section H of the Contract. The Contractor shall prepare and deliver a COR Management Report for TDLs in accordance with CDRL A001.

3.1.10 Vehicles. The Contractor shall be required to transport Government-owned systems/subsystems, parts, and equipment on a daily basis. Contractor personnel may also be required to operate Government owned and/or Government leased vehicles in the performance of this Contract.

3.1.10.1 Contractor-provided vehicles. The Contractor shall be responsible for transportation of parts and equipment in support of this Contract. The cost of material transport vehicles supporting SOW requirements for the Contractor will not be considered as an allowable direct cost in the performance of the Contract.

3.1.10.2 Government-provided vehicles. The Contractor shall be required, as defined at the TO level, to operate Government-owned or leased vehicles in performance of the Contract. Government-owned or leased vehicles that the Contractor may use includes, but is not limited to, general purpose passenger carrying vehicles, special-purpose (tactical) vehicles, and SCMS Division authorized vehicles. All vehicles shall be operated in accordance with NAVAIR and site-specific processes and requirements. In general, there is no need for specialized licenses; however, if a requirement is identified in a specific TO, there will be time allotted for individuals to obtain the necessary licensing. The Contractor shall report any damage observed on the vehicle/equipment, and shall notify the Government Technical Point of Contact (TPOC) and COR of any need for service or repair of the Government-owned or leased vehicles. When operating these vehicles, the Contractor shall ensure: possession of a current and valid operator's license for all vehicles; compliance with all state, Federal, and host nation laws pertaining to operating motor vehicles; compliance with NAVAIR policies when operating a vehicle (e.g., no cell phone use, stopping at runway crossings, etc.); use of the most cost-effective means to fuel vehicles; and operation of the vehicles in a safe manner and in accordance with the vehicle/equipment user/operator manual.

3.1.10.3 If the Contractor is involved in an accident while operating a Government-owned or leased vehicle, they shall notify the Government TPOC, the Procuring Contracting Officer (PCO), and the COR with a verbal report within twenty-four (24) hours and shall provide an accident report within forty-eight (48) hours. (CDRL A007)

3.1.10.4 When operating the vehicle, the Contractor shall be responsible for any costs associated with violations such as speeding tickets, parking tickets, reckless driving, and any damage caused to the vehicle.

3.2 Security.

3.2.1 Citizenship Requirements. Unless waived by the Government, only U.S. citizens may perform under this Contract. If the Contractor cannot find qualified U.S. citizens to perform the work, the Contractor shall submit a citizenship waiver request with justification to the Government Security Office. The waiver request should include:

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

3.2.2 Investigative Requirements.

Unclassified: All contractor personnel must be eligible to perform Non-Critical Sensitive work as defined by *SECNAV M-5510.30C*. 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 employee's Electronic Questionnaire for Investigations Processing (eQIP) and shall perform a preliminary screening of the contractor employee'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 employee access to Government facilities and information and may prohibit the contractor employee from performance of sensitive duties for failure to provide requested information or when derogatory or adverse information is present on the contractor employee's eQIP. In such cases, the contractor employee may not perform on the Contract.

The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of Controlled Unclassified Information (CUI) and to control distribution of CUI in accordance with *DoDM 5220.22, National Industrial Security Program Operating Manual (NISPOM) codifying 32 Code of Federal Regulations Part 117, NISPOM Rule* and *SECNAV M-5510.36B, Department of the Navy, Information Security Program*. All contractor facilities shall provide an appropriate means of storage for CUI and materials. All CUI shall be appropriately identified and marked in accordance with *DoD Instruction 5200.48, Controlled Unclassified Information (CUI)*.

CUI including legacy For Official Use Only (FOUO) information and Covered Defense Information (CDI) (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 5200.48, Controlled Unclassified Information (CUI)* available at <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/520048p.PDF>.

Any product containing CDI 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 the following distribution statement(s):

Distribution Statement (Insert Appropriate Letter and Authorization Title), (Insert Appropriate Reason Category) (dated – (Date of Distribution Authorization)). Other requests shall be referred to: Commander, Naval Air Systems

Command, Attn: SCMS Division, St. Inigoes, B8185 Unit 11, 17100 Webster Field Road, St. Inigoes, MD 20684-4009.

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

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

The Contractor shall comply with security requirements specified in the *DD-254* attached to this Contract. Information or data that the Contractor accesses shall be handled at the appropriate classification level. Unclassified information shall be handled in accordance with the appropriate designation (CUI; legacy FOUO; CDI). 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 Government TPOC/COR of this Contract for approval.

CUI including legacy FOUO and CDI (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 5200.48, Controlled Unclassified Information (CUI)* available at <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/520048p.PDF>.

Any product containing CDI 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*.

3.2.2.1 All labor categories shall require a Secret DoD Security Clearance Level or Interim Clearance within sixty (60) days of contract award.

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

3.2.3.1 SAAR-N. All contractor personnel requiring access to Government IT systems shall have an approved SAAR-N Form *OPNAV 5239/14 Rev Sep 2011* on file and complete required *Annual Information Awareness Training*. New employees must submit their SAAR-N forms within thirty (30) days of their first day of work. Instructions for processing the SAAR-N forms are available at: https://www.cnmc.navy.mil/content/dam/cnmc/hq/pdfs/Homepage/Command%20and%20Staff/OPNAV_5239_14_Rev_9_2011.pdf. SAAR-N forms shall be submitted to the COR, Government TPOC, or to the assigned Government Trusted Associate Sponsorship System (TASS) Trusted Associate.

3.2.3.2 CACs/local badges. Contractor CACs and facility specific identification badges will be issued by the Government to on-site contractor personnel and shall be visible at all times while personnel are at the Government site. The Contractor shall furnish all requested information required to facilitate issuance of identification badges. All CACs and identification badges issued to contractor employees shall be returned to the Trusted Associate (TA) following completion of the Contract, relocation or termination of an employee, or upon request from the COR/Procuring Contracting Officer (PCO). The Government will provide the Contractor access to Government facilities, as required, for performance of tasks under this Contract.

3.2.3.3 *DD-254*. The Contractor shall comply with security requirements specified in the *DD-254* attached to this Contract. Information or data that the Contractor accesses shall be handled at the appropriate classification level. Unclassified information shall be handled as legacy FOUO or CUI. 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.

3.2.3.3.1 The Contractor will require access to:

- Communication Security (COMSEC)

- Non-Sensitive Compartment Information (SCI)
- North Atlantic Treaty Organization (NATO) Information
- Foreign government information
- Controlled Unclassified Information (CUI)
- Secret Internet Protocol Router Network (SIPRNet) access authorized
- Secure Terminal Equipment (STE)
- Secure facsimile access

3.2.3.3.2 In performing this Contract, the Contractor will:

- Receive, store, and generate classified information or material
- Fabricate, modify, or store classified hardware
- Have access to U.S. classified information outside the U.S. Puerto Rico, U.S. possessions and trust territories including Air Force Distributed Common Ground System (DCGS) Air Force Base in South Korea and Prince Hassan Air Base in Jordan.
- Be authorized to use the services of Defense Technical Information Center (DTIC) or other secondary distribution centers
- Require a COMSEC account
- Have a TEMPEST requirement. TEMPEST information is not releasable to Contractor employees who have not received a final security clearance at the appropriate level.
- Have Operations Security (OPSEC) requirements
- Be authorized to use Defense Courier Service (DCS)
- Receive, store, or generate CUI

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 in accordance with DoDM 5220.22, National Industrial Security Program Operating Manual (NISPOM) codifying 32 Code of Federal Regulations Part 117, NISPOM Rule and SECNAV M-5510.36B, Department of the Navy, Information Security Program. If the work is performed at the Government's facility, the Contractor shall comply with that facility's security procedures and controls.

3.2.4.1 Marking. All information generated by the Contractor shall be properly marked. Legacy FOUO information generated and/or provided under this Contract shall be marked in accordance with *DoDI 5200.48*. Technical information shall also be marked with appropriate Distribution Statements and Export Control warnings in accordance with *DoDI 5230.24* and program Security Classification Guidance.

3.2.4.2 Public Release. Any CUI 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 through: NAWCAD WOLF SCMS Division COR 17100 Webster Field Road, B8185, St. Inigoes, MD 20684-4009.

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

minimum shall include:

- 1) Assignment of responsibility for OPSEC direction and implementation.
- 2) Issuance of procedures and planning guidance for the use of OPSEC techniques to identify vulnerabilities and apply applicable countermeasures.
- 3) Establishment of OPSEC education and awareness training.
- 4) Provisions for management, annual review, and evaluation of OPSEC programs.
- 5) Flow down of OPSEC requirements to subcontractors when applicable.

While performing aboard NAVAIR or NAVAIR sites, the Contractor shall comply with facility OPSEC program instructions and contribute to organization-level OPSEC efforts; include OPSEC as part of its ongoing security awareness program and take all required Agency training; be responsive to the Supporting OPSEC Manager on a non-interference basis; and protect sensitive unclassified information and activities that 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. (CDRL A008)

3.2.6 Antiterrorism Force Protection and Emergency Management. The work performed on this Contract is not Emergency Essential in accordance with 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 IT access. All Contractor personnel with access to unclassified information systems, including e-mail, shall have, at a minimum, a favorable National Agency Check (NAC). The Contractor shall coordinate with the COR for all IT network or website access requirements after award of the Contract and shall be in accordance with the latest DoD policies, and the SCMS Division RDT&E Network SOP. (Attachment 14)

3.2.7.1 Contractor facility IT access. Employees requiring access to various DoD IT network or network resources from a Contractor facility are mandated by DoD policy to use Government-approved PKIs digital certificates along with an appropriate hard key and the primary source for these certificates will be the Defense Information Systems Agency (DISA).

3.2.7.2 Government facility IT access. Contractor-owned equipment will be permitted connection to NAVAIR/DoD networks in order to carry out the performance of this Contract. Upon Contract award, the Contractor shall provide all Government site employees with computers to conduct daily work that meets all of the hardware, software, and standard architecture set forth in the *SCMS Division RDT&E Network SOP*. Computers shall have sufficient memory, hard disk space, a network interface card, CAC readers, and the capability of running a full range of standard software including current versions of Microsoft Windows Operating Systems and Microsoft Office Professional. Technical support from the manufacturer of contractor-owned hardware and software must be available. All contractor-owned computers provided for the Government facility access will be submitted for re-imaging and validation scanning prior to allowing connection to the SCMS Division RDT&E LAN. Approval is required by COR and SCMS Division Network Information Site Security Officer prior to connection. All connected computers will be subject to continuous monitoring.

3.2.7.3 Navy Marine Corps Intranet (NMCI). Access to NMCI is not anticipated for this contracting effort. If determined to be necessary, the Government will provide all NMCI services, to include hardware, software, and IT support necessary for the performance of this Contract. Coordination of these services is to be conducted through the COR.

3.3 Detailed support requirements.

3.3.1 Planning and analysis.

3.3.1(a) (O&M) Provide support to the planning and analysis of systems that are fielded and in-service or that require operational system upgrades. Applicable to paragraphs 3.3.1.1 – 3.3.1.9.

3.3.1(b) (PROC) Provide support to planning and analysis efforts for systems that are in the production phases or are being modernized, modified, customized, assimilated, or kitted. Applicable to paragraphs 3.3.1.1 – 3.3.1.9.

3.3.1(c) (RDT&E) Provide support to planning and analysis of systems that are in varying phases of research and development including concept development, planning, prototyping, and testing/verification. Applicable to paragraphs 3.3.1.1 – 3.3.1.9.

3.3.1(d) (WCF) Provide support to the planning and analysis of systems that are fielded and in-service in all phases of the project life cycle. Applicable to paragraphs 3.3.1.1 – 3.3.1.9.

3.3.1(e) (Non-DoD) Provide support to the planning and analysis of systems that are fielded and in-service in all phases of the project life cycle. Applicable to paragraphs 3.3.1.1 – 3.3.1.9.

3.3.1(f) (FMS) Provide support to the planning and analysis of systems that are fielded and in-service in all phases of the project life cycle to support FMS customers. Applicable to paragraphs 3.3.1.1 – 3.3.1.9.

3.3.1.1 The Contractor shall support the research of design alternatives by assessing existing and new technical documentation, feasibility of alternatives, impacts of alternatives, and assist with recommendations regarding design and technical solutions. (CDRL A009)

3.3.1.2 The Contractor shall assist the Government with planning and documenting technical and user requirements of current and future MD systems and platforms considering possible configurations for varying physical limitations. (CDRL A009)

3.3.1.3 The Contractor shall assist the Government with studying the feasibility of proposed MD systems and platforms, design and specification parameters, and potential designs and their ability to meet technical, functional, mission, and operational performance requirements. (CDRL A009)

3.3.1.4 The Contractor shall assist the Government with the analysis of system and platform performance parameters, specifications, and requirements including platform selection, power generation, and environmental control systems. (CDRL A009)

3.3.1.5 The Contractor shall support the evaluation of interoperable system and platform capabilities with new or updated operating environments to minimize equipment and repair downtime and evaluate the need for recommending redundancies such as building a back-up system in case of a primary system failure. (CDRL A009)

3.3.1.6 The Contractor shall assist the Government with evaluating required human factor engineering elements (*MIL-STD-1472* applies) and ergonomic designs including lift and carry requirements, modular design, layout, function, convenience, personnel egress, operator comfort, maintenance, safety, and storage. (CDRL A009)

3.3.1.7 The Contractor shall assist the Government with conducting market research and tradeoff studies, documenting different design methodologies, and the pros and cons of each. (CDRL A009)

3.3.1.8 The Contractor shall assist with identifying potential design risk areas and alternative design solutions to lower risk. (CDRL A009)

3.3.1.9 The Contractor shall support the requirements for C5ISR system administration and networks by reviewing computer system capabilities, workflow, applications, and problem solving by supporting recommendations for Commercial Off-the Shelf (COTS) or customized software and hardware interfaces and support the development and delivery of software, hardware, and firmware components. (CDRL A009)

3.3.2 Engineering design.

3.3.2(a) (O&M) Provide support to the engineering design of systems that are fielded and in-service or that require operational system upgrades. Applicable to paragraphs 3.3.2.1 – 3.3.2.13.

3.3.2(b) (PROC) Provide support to the engineering design of efforts for systems that are in the production phases or are being modernized, modified, customized, assimilated, or kitted. Applicable to paragraphs 3.3.2.1 – 3.3.2.13.

3.3.2(c) (RDT&E) Provide support to the engineering design of systems that are in varying phases of research and development including concept development, planning, prototyping, and testing/verification. Applicable to paragraphs 3.3.2.1 – 3.3.2.13.

3.3.2(d) (WCF) Provide support to the engineering design of systems that are fielded and in-service in all phases

of the project life cycle. Applicable to paragraphs 3.3.2.1 – 3.3.2.13.

3.3.2(e) (Non-DoD) Provide support to the engineering design of systems that are fielded and in-service in all phases of the project life cycle. Applicable to paragraphs 3.3.2.1 – 3.3.2.13.

3.3.2(f) (FMS) Provide support to the engineering design of systems that are fielded and in-service in all phases of the project life cycle to support FMS customers. Applicable to paragraphs 3.3.2.1 – 3.3.2.13.

3.3.2.1 The Contractor shall assist with developing and delivering designs concepts considering organizational, intermediate, operational, and depot level maintenance. (CDRL A011)

3.3.2.2 The Contractor shall assist the Government with customizing, maintaining, and delivering detailed MD system and platform designs, and associated drawings using the latest version of *AutoCAD* and *SolidWorks* (*MIL-STD-31000* and *American Society of Mechanical Engineers (ASME) Y14 Drafting Standards* apply). (CDRLs A010 and A011)

3.3.2.3 The Contractor shall support the production of cable run sheets, integration and assembly drawings, block diagrams, hardware configuration and interface schematics, associated parts lists, wiring diagrams, space and systems arrangement drawings, functional descriptions, and supporting technical data using the latest version of *AutoCAD* and *SolidWorks* (*MIL-STD-31000* and *American Society of Mechanical Engineers (ASME) Y14 Drafting Standards* apply). (CDRLs A010 and A011)

3.3.2.4 The Contractor shall support engineering design by using multimedia drawings, ranging from analog or digital media to 3-D concept visualization and support the preparation of drawings ranging from guidance sketches to detailed electrical and mechanical assemblies. (CDRLs A010 and A011)

3.3.2.5 The Contractor shall support the design of customized enclosures and mounting fixtures for MD system and platform operational survivability over a range of anticipated environmental operating conditions (heating, ventilation, air conditioning, dust, sand, salt and corrosion, rain, blowing rain, ice/snow, water resistance, water proofing, shock, and vibration). (CDRLs A009, A010, A011)

3.3.2.6 The Contractor shall support the design of alternatives for auxiliary power/signal distribution systems considering required Electronic Control Units (ECUs) and power sources. (CDRLs A009 and A011)

3.3.2.7 The Contractor shall support the definition of design alternatives for equipment required to be mounted in diverse MD platforms either externally or internally including radio frequency communications systems, antenna systems, baseband audio/video data systems, signal routing/patching/monitoring systems, remote control, display equipment, power/signal distribution systems, and associated cable harnesses. (CDRLs A009 and A011)

3.3.2.8 The Contractor shall support the requirements for the design and implementation of information networks such as LAN, Wide Area Network (WAN), intranet, extranet, and other data communications networks through performing network modeling, analysis, and planning, including analysis of capacity needs for network infrastructures. (CDRLs A009 and A011)

3.3.2.9 The Contractor shall support market research and the identification of equipment, material, potential sources, quantities, schedule requirements, and risks documenting impacts of long lead items. (CDRL A012)

3.3.2.10 The Contractor shall support accurate inventory records for any material, equipment, or part required for a project via Material Equipment Lists (MELs) and Master Parts Lists (MPLs), tracking all parts needed, how they are being acquired, timing of procurement, receipt, and storage. (CDRL A012)

3.3.2.11 The Contractor shall support the development, testing, and delivery of full-scale MD system mock-ups, virtual environments, and 3-D printing to assess design alternatives for optimizing technical, functional, mission, and operational performance requirements. (CDRLs A011, A013, A014, A015, A016)

3.3.2.12 The Contractor shall assist with developing test plans and procedures, conducting tests, and delivering test results along with documenting recommendations to avoid any system design deficiencies. (CDRLs A013, A014, A015, A016)

3.3.2.13 The Contractor shall support the development, production, and delivery of First Article Test (FAT) or prototype system prior to full production efforts, and support acceptance testing on location. (CDRLs A011, A013, A014, A015, A016)

3.3.3 Assimilation, kitting, production, and verification.

3.3.3(a) (O&M) Provide support to the assimilation, kitting, production, and verification of systems that are fielded or that require operational system upgrades. Applicable to paragraphs 3.3.3.1 – 3.3.3.13.3.

3.3.3(b) (PROC) Provide support to the assimilation, kitting, production, and verification of systems that are in the production phases or are being modernized, modified, and customized. Applicable to paragraphs 3.3.3.1 – 3.3.3.13.3.

3.3.3(c) (RDT&E) Provide support to the assimilation, kitting, production, and verification of systems that are in varying phases of research and development including concept development, planning, prototyping, and testing/verification. Applicable to paragraphs 3.3.3.1 – 3.3.3.13.3.

3.3.3(d) (WCF) Provide support to the assimilation, kitting, production, and verification of systems that are fielded and in-service in all phases of the project life cycle. Applicable to paragraphs 3.3.3.1 – 3.3.3.13.3.

3.3.3(e) (Non-DoD) Provide support to the assimilation, kitting, production, and verification of systems that are fielded and in-service in all phases of the project life cycle. Applicable to paragraphs 3.3.3.1 – 3.3.3.13.3.

3.3.3(f) (FMS) Provide support to the assimilation, kitting, production, and verification of systems that are fielded and in-service in all phases of the project life cycle to support FMS customers. Applicable to paragraphs 3.3.3.1 – 3.3.3.13.3.

3.3.3.1 The Contractor shall assist in assimilation, kitting, and production by manufacturing, modernizing, customizing, fabricating, verifying, installing, and integrating diverse MD systems and platforms and utilizing a combination of COTS items and equipment tailored to meet established specific end-user specifications and performance.

3.3.3.2 The Contractor shall assist the Government by providing technical inputs for the development and validation of compliance matrices of system and platform specifications, performance, and operational requirements to ensure compliance with all requirements prior to delivery of each system. (CDRLs A009, A011, A013)

3.3.3.3 The Contractor shall support the development of customized production and installation instructions for the cradle-to-grave support of MD systems, subsystems, equipment, and associated devices. (CDRLs A009, A011, A013)

3.3.3.4 The Contractor shall assist with the review of and provide inputs to cable running sheets that identify all significant cable data, connectors, pin connectivity, and pin functions for MD systems and platforms. (CDRL A010)

3.3.3.5 The Contractor shall support MD system and platform layout updates considering weight, balance, and power requirements as assimilation and production is occurring and provide layout documentation. (CDRL A011)

3.3.3.6 The Contractor shall support the customization and execution of verification plans and procedures to include conducting inspection, verification, specialized performance verification (such as Electromagnetic Interference (EMI)/Electromagnetic Compatibility (EMC), interoperability, environmental), full system verification, and operational verification. (CDRLs A014 and A015)

3.3.3.7 The Contractor shall support the preparation of test/inspection reports that include data, results and conclusions, and recommendations to correct any deficiencies encountered during verification, system integration, production, or interface verification. (CDRL A016)

3.3.3.8 The Contractor shall support the preparation of a production report detailing unique requirements to customize the production processes, checkouts, quality controls, quality assurance and compliance reviews, and fielding and progress status. (CDRL A017)

3.3.3.9 The Contractor shall support the resolution of system deficiencies to include identification, diagnosis, and documentation of observed performance problems associated with equipment, cabling, interoperating with other systems and environmental conditions, and recommend changes via Engineering Change Proposals (ECPs). (CDRL A018)

3.3.3.10 The Contractor shall support the identification and quantification of assimilation and production cost and time impacts for proposed changes and ECPs. (CDRL A018)

3.3.3.11 The Contractor shall assist the Government with Physical Configuration Audits (PCAs) and internal physical quality assurance audits (physically inspect cables and equipment) and deliver reports detailing audit results. (CDRLs A022 and A023)

3.3.3.12 The Contractor shall support the manufacturing of C5ISR components and end-items including obtaining quotes for work to be performed, maintaining schedules, tracking status and deliveries, and tracking expenditures and billing. (CDRL A017)

3.3.3.13 The Contractor shall support the operation and maintenance of a facility wide quality management system using the following guidelines for producing electrical and electronic assemblies: 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.

3.3.3.13.1 The Contractor shall support the definition and staffing of a quality management organization that clearly defines the responsibility, authority, and freedom of employees to identify and evaluate problems and to initiate, recommend, or provide corrective action.

3.3.3.13.2 The Contractor shall support the periodic review of quality requirements to identify the controls, processes, skills, fixtures, tools, and test equipment needed to ensure product quality.

3.3.3.13.3 The Contractor shall support the engagement of various inspection and verification techniques, instrumentation and manufacturing methods, and processes that are to be tailored for each specific projects.

3.3.4 Logistics and in-service support.

3.3.4(a) (O&M) Provide logistics and in-service support to systems that are fielded and or that require operational system upgrades. Applicable to paragraphs 3.3.4.1 – 3.3.4.14.

3.3.4(b) (PROC) Provide logistics and in-service support to systems that are in the production phases or are being modernized, modified, and customized. Applicable to paragraphs 3.3.4.1 – 3.3.4.14.

3.3.4(c) (RDT&E) Provide logistics and in-service support to systems that are in varying phases of research and development including concept development, planning, prototyping, and testing/verification. Applicable to paragraphs 3.3.4.1 – 3.3.4.14.

3.3.4(d) (WCF) Provide logistics and in-service support to systems that are fielded and require operational system upgrades in all phases of the project life cycle. Applicable to paragraphs 3.3.4.1 – 3.3.4.14.

3.3.4(e) (Non-DoD) Provide logistics and in-service support to systems that are fielded and require operational system upgrades in all phases of the project life cycle. Applicable to paragraphs 3.3.4.1 – 3.3.4.14.

3.3.4(f) (FMS) Provide logistics and in-service support systems that are fielded and in-services in all phases of the project life cycle to support FMS customers. Applicable to paragraphs 3.3.4.1 – 3.3.4.14.

3.3.4.1 The Contractor shall support the continuous maintenance of drawings, MELs and MPLs, operator system manuals, and maintenance manuals. (CDRLs A010, A011, A012, A021)

3.3.4.2 The Contractor shall assist the Government with tracking kitted parts and equipment and the inventory of materials needed to support deployed MD systems and platforms to meet life cycle support requirements. (CDRL A010)

3.3.4.3 The Contractor shall support the analysis and delivery of systems performance and Reliability, Maintainability, and Availability (RMA) data to assist in the development of new or updated performance baselines. (CDRL A019)

3.3.4.4 The Contractor shall assist with logistic support planning to include reliability analyses, technical assessment of operational problems, acquiring spare parts, scheduling and supporting field inspections and planned upgrades, updating system documentation, configuration management, ensuring required equipment and spare parts are available, quick-reaction (typically within 24 hours) support services, readiness assessments, investigation and inspection of in-service MD systems, and developing quick-fix and long-term solutions. (CDRL A019)

3.3.4.5 The Contractor shall assist the Government with in-service support by providing specialized engineering

and support teams to react to complex overhaul, upgrade, and operational system requirements.

3.3.4.6 The Contractor shall support the analysis and validation of training requests, incorporating data received from manufacturers or as a result of system upgrades and improvements. (CDRLs A019, A020, A021)

3.3.4.7 The Contractor shall assist the Government with documenting descriptions of equipment and components, gathering necessary information to locate, set-up, and operate and maintain equipment, and updating training curriculum, and user manuals. (CDRLs A019, A020, A021)

3.3.4.8 The Contractor shall support the identification and coordination of vendor training for new or updated equipment, as well as conduct on-the-job training when updating or maintaining equipment. (CDRLs A020 and A021)

3.3.4.9 The Contractor shall support end user equipment training with updated system documentation, updated training plans, materials, and curriculum. (CDRLs A020 and A021)

3.3.4.10 The Contractor shall support use of a Government document repository or technical library to store all reference materials required for configuration management, control, layout, integration, installation, maintenance, and operational support.

3.3.4.11 The Contractor shall support the inspection of failed parts and equipment to determine specific design, interface, or operational deficiencies.

3.3.4.12 The Contractor shall support configuration management including policy and procedures for the identification and control of the various MD systems and platforms. (CDRL A022)

3.3.4.13 The Contractor shall assist the Government with auditing MD system and platform configurations to assess performance and maintenance data, and recommend configuration changes to correct validated deficiencies. (CDRLs A022 and A023)

3.3.4.14 The Contractor shall support the preparation, maintenance, and documentation of on-the-job operations and maintenance manuals, and materials. (CDRL A024)

3.3.5 Technical and project management support.

3.3.5(a) (O&M) Provide technical and project management support to systems that are fielded and in-service or that require operational system upgrades. Applicable to paragraphs 3.3.5.1 – 3.3.5.5.

3.3.5(b) (PROC) Provide technical and project management support for systems that are in the production phases or are being modernized, modified, customized, assimilated, or kitted. Applicable to paragraphs 3.3.5.1 – 3.3.5.5.

3.3.5(c) (RDT&E) Provide technical and project management support to systems that are in varying phases of research and development including concept development, planning, prototyping, and testing/verification. Applicable to paragraphs 3.3.5.1 – 3.3.5.5.

3.3.5(d) (WCF) Provide technical and project management support to systems that are fielded and in-service in all phases of the project life cycle. Applicable to paragraphs 3.3.5.1 – 3.3.5.5.

3.3.5(e) (Non-DoD) Provide technical and project management support to systems that are fielded and in-service in all phases of the project life cycle. Applicable to paragraphs 3.3.5.1 – 3.3.5.5.

3.3.5(f) (FMS) Provide technical and project management support to systems that are fielded and in-service in all phases of the project life cycle to support FMS customers. Applicable to paragraphs 3.3.5.1 – 3.3.5.5.

3.3.5.1 The Contractor shall support the delivery of presentations and technical reports for technical, production, and design reviews, demonstrations, and conferences with stakeholders. (CDRLs A009 and A025)

3.3.5.2 The Contractor shall develop and maintain Work Breakdown Structure (WBS) documentation and support planning efforts necessary to identify, schedule, execute, and monitor projected-related work activities including a list of project work elements with intended start and finish dates, a resource list with availability, and detailed program milestones. (CDRL A026)

3.3.5.3 The Contractor shall collaborate with the SCMS Division to research and provide recommendations to scope, requirements, risks, and deliverables of assigned work activities.

3.3.5.4 The Contractor shall assist in providing analysis support regarding the execution of processes and methods to effectively research, evaluate, identify, communicate, and manage risks associated with work activities.

3.3.5.5 The Contractor shall support identifying of risk in technical delivery, management areas, cost, scope, and schedule.

3.4 Personnel qualifications.

3.4.1 The following defines the minimum education, experience, and functional descriptions for each labor category. The Contractor shall be responsible for employing personnel having at least the minimum level of education and experience as stated herein. All personnel shall have the required security clearance identified in paragraph 3.2.2.1.

3.4.2 Key personnel. Key personnel are those who will be performing in Key Labor Categories as specified by applicable labor categories below. All other labor categories and Full Time Equivalent (FTE) employees defined as 1,920 hours, are considered non-key.

| KEY LABOR CATEGORY | TOTAL NUMBER OF FTEs | NUMBER OF KEY |
|--|----------------------|---------------|
| Electrical Engineers, Journeyman | One (1) | One (1) |
| First-Line Supervisors of Production and Operating Workers, Journeyman | One (1) | One (1) |
| General and Operations Managers, Senior | One (1) | One (1) |

3.4.3 Definitions.

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

3.4.3.2 “Productive years” shall mean fifty-two (52) weeks of work reduced by reasonable amounts of time for holiday, annual, and sick leave.

3.4.3.3 “Part-time” shall mean if participation was part-time, or if less than one-half of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be accumulated to arrive at full years of experience.

3.4.3.4 “College degree” shall mean all degrees shall be obtained from an accredited college or university as recognized by the U.S. Department of Education (ED). This includes Associate of Arts (A.A.), Associate of Science (A.S.), Bachelor of Arts (B.A.), Bachelor of Science (B.S.), Master of Arts (M.A.), Master of Science (M.S.), or Doctorate (Ph.D.) degrees.

3.4.3.5 “Degree major” shall mean the specific major field required will be noted under the applicable labor category.

3.4.3.6 “Engineering or engineering disciplines,” when used in relation to educational or work experience requirements, “engineering or engineering disciplines” shall mean any of the following specific subjects, disciplines, or areas of work experience only: computer engineering, software engineering, network engineering, electrical engineering, electronics engineering, systems engineering or mechanical engineering.

3.4.3.7 “Technical disciplines” when used in relation to educational or work experience requirements, “technical disciplines” shall mean any of the following specific subjects, disciplines, or areas of work experience only: mathematics, computer sciences, physics, data analytics, supply chain management, or information technology.

3.4.3.8 “Business or professional discipline,” when used in relation to educational or work experience requirements, “business or professional discipline” shall mean any of the following specific subjects, disciplines, or areas of work experience only: accounting, business administration, communications, management, legal studies, general studies, economics, finance, financial management, operations management, project management, or business analytics.

3.4.3.9 “Computer science or IT discipline,” when used in relation to educational or work experience

requirements, “computer science or IT discipline” shall mean a degree in the field of computer science, computer engineering, software engineering, network engineering, information systems, cybersecurity or management information systems technology.

3.4.4 Employee experience and education level definitions. Note: If required, specialized experience and associated years of that particular experience are specified under the applicable labor category qualifications.

3.4.4.1 Junior. A junior level person within a labor category has less than three (3) years of experience and a bachelor’s degree or a qualifying substitution, if identified. A junior level person is responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior positions.

3.4.4.2 Journeyman. A journeyman level person within a labor category has three (3) to ten (10) years of experience and a bachelor’s degree or a qualifying substitution, if identified. A journeyman level person typically performs all functional duties independently.

3.4.4.3 Senior. A senior level person has over ten (10) years of relevant experience and a master’s degree, or a qualifying substitution, if identified. A senior level person typically works on high-visibility or mission critical aspects of a given program and performs all functional duties independently. A senior level person may oversee the efforts of less senior staff and/or be responsible for the efforts of all staff assigned to a specific job.

3.4.4.4 Qualified substitution chart. The following standard qualification substitution chart provides allowable standard experience/education substitutions.

| | | |
|--------------------------|---|---|
| Bachelor’s Degree | Six (6) years of additional work experience related to the applicable labor categories; required experience may be substituted for a bachelor’s degree. | Associates degree plus four (4) years of additional work experience related to the applicable labor categories; required experience may be substituted for a bachelor’s degree. |
| Master’s Degree | Bachelor’s degree plus four (4) years of additional work experience related to the applicable labor categories; required experience may be substituted for a master’s degree. | |

3.4.4.5 Exceptions to substitution chart. The following labor categories require a minimum of a bachelor’s degree as indicated by their level and degree requirement, and substitutions with other degrees and work experience is not allowable.

| | |
|----------------------|------------|
| Electrical Engineers | Journeyman |
| Mechanical Engineers | Journeyman |

3.4.5 Services labor qualifications. The following lists the minimum labor category education and experience requirements, Bureau of Labor Statistics (BLS), and Standard Occupational Classification (SOC) Code, for Labor Categories that are not Service Contract Act (SCA). All labor categories are in-line with the BLS functions.

| LABOR CATEGORY | LEVEL | BLS SOC CODE | MINIMUM REQUIREMENTS |
|--|------------|--------------|---|
| Computer Network Architects | Journeyman | 15-1241 | Degree in a computer science or IT discipline. |
| Computer Systems Analysts | Junior | 15-1211 | Degree in an engineering, technical, business, or computer science/IT discipline. |
| Computer Systems Analysts | Journeyman | 15-1211 | Degree in an engineering, technical, business, or computer science/IT discipline. |
| Electrical Engineers (One (1) FTE Key) (Professional) | Journeyman | 17-2071 | Degree in an engineering discipline. |
| First Line Supervisors of Production and Operating Workers (One (1) FTE Key) | Journeyman | 51-1011 | Degree in an engineering, technical, business, or computer science/IT discipline. |

| | | | |
|---|------------|---------|---|
| General and Operations Managers (One (1) FTE Key) | Senior | 11-1021 | Degree in an engineering, technical, business, or computer science/IT discipline. |
| Logisticians | Junior | 13-1081 | Degree in an engineering, technical, business, or computer science/IT discipline. |
| Logisticians | Journeyman | 13-1081 | Degree in an engineering, technical, business, or computer science/IT discipline. |
| Management Analysts | Junior | 13-1111 | Degree in an engineering, technical, business, or computer science/IT discipline. |
| Management Analysts | Journeyman | 13-1111 | Degree in an engineering, technical, business, or computer science/IT discipline. |
| Mechanical Engineers (Professional) | Journeyman | 17-2141 | Degree in engineering or engineering discipline. |
| Operations Research Analysts | Journeyman | 15-2031 | Degree in an engineering, technical, business, or computer science/IT discipline. |

3.4.5.1 Service Contract Act (SCA) Labor Qualifications. The following lists the SCA labor categories required for this effort. Functional descriptions of each labor category are listed in the Department of Labor (DOL) Directory of Occupations by SCA code number.

| SCA LABOR CATEGORY | BLS CODE | SCA CODE |
|--|----------|----------|
| Drafter/CAD Operator II | 17-3012 | 30062 |
| Electronics Technician Maintenance II | 17-3023 | 23182 |
| Electronics Technician Maintenance III | 17-3023 | 23183 |
| Engineering Technician I | 17-3023 | 30081 |
| Engineering Technician II | 17-3023 | 30082 |
| Engineering Technician III | 17-3023 | 30083 |
| Engineering Technician IV | 17-3023 | 30084 |
| Engineering Technician V | 17-3023 | 30085 |
| Engineering Technician VI | 17-3023 | 30086 |
| General Clerk II | 43-9061 | 01112 |
| Shipping/Receiving Clerk | 43-5071 | 21130 |
| Supply Technician | 43-5061 | 01410 |
| Technical Instructor/Course Developer | 25-3097 | 15095 |
| Telecommunications Mechanic I | 17-3023 | 23931 |
| Telecommunications Mechanic II | 17-3023 | 23931 |
| Truck Driver, Medium | 53-3030 | 31362 |
| Warehouse Specialist | 53-7062 | 21410 |

CLAUSES INCORPORATED BY FULL TEXT

CTXT.242-9520 PROCEDURES AND APPROVALS REQUIRED PRIOR TO INCURRING DIRECT

MATERIAL COSTS (APR 2022)**(a) General.**

(1) These procedures apply to CLIN(s) 0010-0015.

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

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

(b) Procedures. All material procurements to be directly charged to CLIN(s) 0010-0015 of this contract are subject to the following review and/or approval procedures:

(1) Approval Authorities.

| <u>Notification Only (No Approval Required)</u> | <u>Contracting Officer Representative (COR) Approval</u> | <u>COR and Contracting Officer Approval</u> |
|---|--|---|
| Items listed in para. (c), excluding sole source procurements and software licenses, with a <u>total cost of less than or equal to the micro-purchase threshold (FAR 2.101)</u> | Items listed in para. (c), excluding sole source procurements and software licenses, with a <u>total cost greater than the micro-purchase threshold (FAR 2.101) but less than or equal to the SAT (FAR 2.101).</u> | Items listed in para. (c) with a <u>total cost greater than the SAT (FAR 2.101)</u> |
| | | Items listed in para. (c) procured on a <u>sole source basis (regardless of dollar value)</u> |
| | | Software licenses (regardless of dollar value) |
| | | Any item not listed in para. (c) (regardless of dollar value) |

(2) Contractor Requests and Notifications. For all material procurements subject to these procedures, the Contractor shall submit a material procurement request (or notification, for procurements that do not require approval) that includes the following: 1) a list of the material items to be procured, 2) an explanation of the need for the material, 3) a listing of quotes received, 4) the reason for the selected source, and 5) the determination of price reasonableness. If the procurement is sole source to a particular supplier, the request shall also include the rationale for limiting the procurement to that supplier. When approval is required per paragraph (b)(1), the Contractor shall not proceed with the procurement until receiving approval. All requests requiring approval shall be submitted to the COR for disposition. For requests within the COR approval threshold, the COR will provide written approval or disapproval to the Contractor. For requests within the Contracting Officer's approval threshold, the COR will forward the request with a recommendation of approval or disapproval to the Contracting Officer. The Contracting Officer will provide written approval or disapproval to the COR and the Contractor. When approval is not required, the Contractor shall provide an email notification to the COR containing the required content prior to procuring the material.

(3) Urgent Requirements. For direct material procurements that require COR approval only, urgent requests may be verbally requested and verbally approved. A request is considered urgent when it is necessary for the

Contractor to procure material to immediately respond to a requirement. If the COR concurs with the urgent nature of the request, verbal approval of the request will be provided to the Contractor. All urgent requests verbally approved by the COR shall be followed up with a Contractor email request to the COR within one business day of the verbal approval, containing the minimum content set forth in paragraph (b)(2) above and referencing the date of the verbal approval by the COR. The COR shall thereafter respond via email to provide written confirmation of the verbal approval.

(c) List of Applicable Materials:

50% Electronic Components and Material:

Adapters, Amplifiers, Antennas, Backshells, Batteries, Bridges, Cables, Cable Assemblies, Capacitors, Circuits, Circuit Boards, Circuit Breakers, Charging Devices, Chemicals, Chips, Cleaners, Color Monitors, Communications Special Enclosures, Connectors, Connector Accessories, Converters, Crystals, Cryptographic Devices, Data Controllers, Data Storage Devices, Diodes, Diplexers, Eliminators, Encoders, Environmental Control Units, Fiber Optic Equipment, Fuses, Global Positions System, Hubs, Inductors, Inserts, Lamps/Bulbs, Microphones, Modems, Modules, Multiplexers, Patch Cords, Personal Computers*, Power Supplies, Printers, Relays, Repair Material, Resistors, Radio Frequency Adapters, Scanners, Semi-Conductor Devices, Servers, Splices, Switches, Telephones, Terminals, Transistors, Transformers, Wires, and Work Stations.

*Allowable Personal Computers are not general purpose business computers for the Contractor's normal business operations but rather will be part of the Mobile Deployable (MD) systems and platform integration and installation.

40% Hardware:

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

5% Miscellaneous Material:

Computer Aided Design (CAD) Drawing Binders, Data Storage Medium, De-Greaser, Deliverable/Documentation Consumables, Electronic Component Cleaning Materials, Mylar, Paint, Solder, and Vu-graph Supplies.

2% Aircraft Components and Materials:

Sonar Receiver, Global Positioning System (GPS) Devices, Edge Light Panels, Performance Planning Cards (PPC), Panel Blocker Assemblies, Pilot/Co-Pilot Spacer Assemblies, Pilot/Co-Pilot Map Lights, Warning Threat Advisory Panels, Hi-Tigue Pins, Reamers, Alignment Pins Kits, and Guide Bushing Kits.

2% Vehicle Integration Material:

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

1% Software:

Software Licenses (e.g. Word Processors, Spreadsheets, Database Managers, Utilities, Operating Systems, Graphics and Presentation Packages, Mail Systems, Network Handlers, Communications Packages, Media Converters, Customized Software, etc.).

Per *DFARS 208.7402*, if the required commercial software is available from the Department of Defense (DoD) inventory under an Enterprise Software Agreement (ESA), the software shall be purchased IAW the DoD Enterprise Software Initiative (ESI); unless a waiver is approved in accordance with *DFARS Procedures, Guidance and Information (PGI) 208.7401*.

Section D - Packaging and Marking

DESCRIPTION

Items 0001, 0002, 0003, 0004, 0005, 0006— Packaging, packing, and marking are not applicable to these items.

Items 0009, 0010, 0011, 0012, 0013, 0014, 0015, 0016 – the material to be furnished hereunder shall be packaged, packed, and marked IAW NAVAIR clause 5252.247-9508.

Items 0006 – The data to be furnished hereunder shall be packaged, packed, and marked IAW NAVAIR clauses DTXT.247-9507, 5252.247-9508, and 5252.247-9514.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(c) Marking. All shipping containers will be marked in accordance with [[specify commercial or approved military standard that applies](#)].

TBD at Task Order Level.

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

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

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

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

Section E - Inspection and Acceptance

DESCRIPTION

Items 0001, 0002, 0003, 0004, 0005, 0006, 0007 – The services to be furnished hereunder shall be inspected and accepted IAW NAVAIR clause 5252.246-9512.

Items 0010, 0011, 0012, 0013, 0014, 0015, and 0016 – The travel and material to be furnished hereunder shall be inspected and accepted IAW NAVAIR clause 5252.246-9512.

Item 0008 – The data to be furnished hereunder shall be inspected and accepted IAW NAVAIR clause 5252.246-9514.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | N/A | N/A | N/A | Government |
| 0003 | N/A | N/A | N/A | Government |
| 0004 | N/A | N/A | N/A | Government |
| 0005 | N/A | N/A | N/A | Government |
| 0006 | N/A | N/A | N/A | Government |
| 0007 | N/A | N/A | N/A | Government |
| 0008 | Destination | Government | Destination | Government |
| 0009 | Destination | Government | Destination | Government |
| 0010 | N/A | N/A | N/A | Government |
| 0011 | N/A | N/A | N/A | Government |
| 0012 | N/A | N/A | N/A | Government |
| 0013 | N/A | N/A | N/A | Government |
| 0014 | N/A | N/A | N/A | Government |
| 0015 | N/A | N/A | N/A | Government |
| 0016 | N/A | N/A | N/A | Government |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|---|----------|
| 52.246-3 | Inspection Of Supplies Cost-Reimbursement | MAY 2001 |
| 52.246-5 | Inspection Of Services Cost-Reimbursement | APR 1984 |
| 52.246-16 | Responsibility For Supplies | APR 1984 |

CLAUSES INCORPORATED BY FULL TEXT

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

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

[The Contracting Officer insert the title, number, date, and tailoring (if any) of the higher-level quality standards.]

| Title | Number | Date | Tailoring |
|---------------------------|---------------|----------------|-----------|
| Quality Mangement Systems | ISO 9001:2015 | September 2015 | |

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

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

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by [TBD at Contract Award].

(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 06 Data Item Transmittal/Acceptance/ Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

5252.246-9517 CONSTRUCTIVE ACCEPTANCE PERIOD (NAVAIR) (MAR 1999)

For the purpose of FAR Clause 52.232-25, "Prompt Payment", paragraph (a)(5)(i), Government acceptance shall be deemed to have occurred constructively on the 30th day after the contractor delivered the supplies or performed the services.

Section F - Deliveries or Performance

CLINS 0001-0016

The ordering period for this contract is 60 months with a Period of Performance (POP) no longer than 72 months after contract award, exclusive of the 52.217-8 option period. The specific POP for individual task orders will be defined at the task order level.

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|------|-----------------------------------|----------|--|------------------|
| 0001 | POP 04-JAN-2024 TO 03-JAN-2029 | N/A | 4.11 BRIAN DAVIS RECEIVING OFFICER 17598 WEBSTER FIELD ROAD BLDG 8115 ST INIGOES MD 20684 301-995-6288 FOB: Destination | N3555A |
| 0002 | N/A | N/A | N/A | N/A |
| 0003 | N/A | N/A | N/A | N/A |
| 0004 | N/A | N/A | N/A | N/A |
| 0005 | N/A | N/A | N/A | N/A |
| 0006 | N/A | N/A | N/A | N/A |
| 0007 | N/A | N/A | N/A | N/A |
| 0008 | POP 04-JAN-2024 TO 03-JAN-2029 | N/A | 4.11 BRIAN DAVIS RECEIVING OFFICER 17598 WEBSTER FIELD ROAD BLDG 8115 ST INIGOES MD 20684 301-995-6288 FOB: Destination | N3555A |
| 0009 | POP 04-JAN-2024 TO 03-JAN-2029 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | N3555A |
| 0010 | N/A | N/A | N/A | N/A |
| 0011 | N/A | N/A | N/A | N/A |

| | | | | |
|------|-----|-----|-----|-----|
| 0012 | N/A | N/A | N/A | N/A |
| 0013 | N/A | N/A | N/A | N/A |
| 0014 | N/A | N/A | N/A | N/A |
| 0015 | N/A | N/A | N/A | N/A |
| 0016 | N/A | N/A | N/A | N/A |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|--|----------|
| 52.242-15 Alt I | Stop-Work Order (Aug 1989) - Alternate I | APR 1984 |
| 52.247-34 | F.O.B. Destination | NOV 1991 |
| 52.247-55 | F.O.B. Point For Delivery Of Government-Furnished Property | JUN 2003 |
| 252.211-7003 | Item Unique Identification and Valuation | MAR 2022 |
| 252.247-7023 | Transportation of Supplies by Sea | FEB 2019 |

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The contract shall commence on [the start date of the ordering period] and shall continue for 60 months after the start of the ordering period. However, the period of performance may be extended in accordance with the option provisions contained herein. Each individual task order will have its own period of performance.

(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 \$5,000.00; the maximum quantity is the total contract value.

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

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

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

- (1) PCO, Code N/A – Delivery of CDRLs to PCO is not required.
- (2) ACO, Code N/A – Delivery of CDRLs to ACO is not required.
- (3) COR, Code NAWCAD 4.11.4.3

(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: Deliverables Manager
SCMS Division
Naval Air Warfare Center, Aircraft Division
17100 Webster Field Road, B8185
St. Inigoes, MD 20684-4009

Section G - Contract Administration Data

PAYMENT INSTRUCTIONS**Special Invoice Instructions.**

All funding is identified/obligated at the Contract Line Item Number/Sub Line Item Number level under resultant task orders. SLINs are established sequentially as obligated. Each obligation of funds may receive a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Each SLIN providing funding designates a specific project/work area as defined by a referenced technical direction letter (TDL). Thus an individual project/work area/technical direction letter (TDL) that is funded incrementally could have one or more ACRNs and could be across multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

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

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

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

This N00421-22-R-0172 is a cost-type solicitation funded by multiple funding types and/or customers, spanning several years. Funding for the CLINs contained in this contract are received from various funding sources and applied to specific tasking as defined in the funding modifications.

- (a) Based on the type of work contracted for on behalf of DOD/Navy customers, payment by CLIN/SLIN/ACRN is significantly important and using any of the payment methods specified in the table identified in PGI 204.7108(b)(2) would result in the funding resources of one customer being paid for work received by another customer. The contractor completes the effort in a fluid environment; therefore, in order to accurately track and account for funding expenditures in accordance with the specific tasking associated with each funding line, payment instruction (d) (12) "Other" applies as expenditures must reflect the actual work performed, in alignment with the type of funding to avoid violations to the Anti-Deficiency Act.
- (b) Payment shall be made in accordance with the Contracting Officer/DCAA approved billing whereby the contractor shall include identification of the CLIN, SLIN, and ACRN on each invoice. This will allow for appropriate contractor invoicing based on the unique customer requirement funding and Contracting Officer's instructions. This approach also allows for proper matching of the charge to the activity that have received the service/product with the application of the payment to the corresponding entity.

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

252.204-7022 EXPEDITING CONTRACT CLOSEOUT (MAY 2021)

(a) At the conclusion of all applicable closeout requirements of Federal Acquisition Regulation 4.804, the Government and Contractor shall mutually agree on the residual dollar amount remaining on the contract. Both the Government and Contractor agree to waive payment of any residual dollar amount of \$1,000 or less to which either party may be entitled at the time of contract closeout.

(b) A residual dollar amount includes all money owed to either party at the end of the contract and as a result of the contract, excluding amounts connected in any way with taxation or a violation of law or regulation.

(c) For purposes of determining residual dollar amounts, offsets (e.g., across multiple contracts or orders) may be considered only to the extent permitted by law.

(End of clause)

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 | HQ0337 |
| Issue By DoDAAC | N00421 |
| Admin DoDAAC** | N00421 |
| Inspect By DoDAAC | N/A |
| Ship To Code | See schedule |
| Ship From Code | N/A |

| | |
|---------------------------|-----------------------|
| Mark For Code | N/A |
| Service Approver (DoDAAC) | N/A |
| Service Acceptor (DoDAAC) | N/A |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | See schedule |
| DCAA Auditor DoDAAC | TBD at Contract Award |
| Other DoDAAC(s) | N/A |

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

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

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

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

(g) WAWF point of contact.

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

Additional notifications should be sent to: the COR identified in 5252.201-9501

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

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

(End of clause)

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

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

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

- (c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.
- (d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

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

(a) Contract Administration Office.

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

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

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

| Functions Retained | Retained for Performance By: |
|---|------------------------------|
| FAR 42.302(a) (3), (16), (30), (38), (40), (41), (42), (51), (58), (67) | PCO |
| DFARS 242.302(a) (67) | PCO |
| | |
| | |

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

| Additional Functions | Retained for Performance By: |
|----------------------|------------------------------|
| NONE | N/A |
| | |
| | |
| | |

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

GTXT.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(APR 2022)

(a) The Technical Point of Contact (TPOC) for this contract is: Christopher Davis, christopher.b.davis13.civ@us.navy.mil, (301) 995-6288

(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 TPOC 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 PCO in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

Section H - Special Contract Requirements

H-1 CLAUSE**H-1 5252.242-9502 TECHNICAL DIRECTION (NAVAIR)(Variation) (MAY 2021)**

(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 contractor 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.

H-2 CLAUSE

H-2 FIXED FEE (MAY 2021)

This IDIQ contract will have resultant task orders that are level of effort. The fee rate per hour shall be the same for each task order and shall not vary from the fee rate per hour specified in Section G Clause 5252.232-9510 PAYMENT OF FIXED FEE. At no time shall the contractor earn fee exceeding the fixed fee pool established at award.

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

H-3 CLAUSE

H-3 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK) (USFK) (MAY 2021)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.- ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Regulation 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause –

(b)

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office

to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Regulation 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Regulation 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Regulation 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor’s direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Regulation 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Regulation 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Regulation 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)

i. All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

iii. Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable –

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

(2) Treaties and international agreements;

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

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.

(p) Evacuation.

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

(2) Non-combatant Evacuation Operations (NEO).

i. The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

ii. If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Regulation 525-40, Personnel Recovery Procedures and USFK Regulation 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 252.215-7002 | Cost Estimating System Requirements | DEC 2012 |
| 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 |

CLAUSES INCORPORATED BY FULL TEXT

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: **TBD at task order level**. When contractor employees are in transit, all checked blocks are considered authorized. NOTE: The services marked in this special clause must be consistent with information marked on the approved GFKSV form.

U.S. Citizens

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

Third-Country National (TCN) Employees

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

Local National (LN) Employees

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

*CAAF is defined as Contractors Authorized to Accompany Forces.

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

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

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

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

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

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

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

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

5152.225-5910 CONTRACTOR HEALTH AND SAFETY (DEC 2011)

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

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

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

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

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

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

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

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

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and

evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

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

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

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

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

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

5152.247-5900 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://www.public.navy.mil/fltfor/nctsnables/Documents/Forms%20and%20Instructions/form01.pdf>. Instruction Note: SAAR-N forms are required to be downloaded and then completed. The "E-MAIL SUBMIT" button on the SAAR-N form is not to be used.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPOC for contractor employees requiring IT access, the COR identified in NAVAIR clause 5252.201-9501 shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

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

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

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment 10. **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 **three (3) years** after the date of completion of the contract. (FAR 9.505-1(a))

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

supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of **three (3) years** after the terms of this contract. (FAR 9.505-2(a)(1))

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

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

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

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

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

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

herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

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

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

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

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

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

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

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

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

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

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

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

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

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

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

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

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

The following types of insurance are required in accordance with the clause entitled, [FAR 52.228-5, "Insurance--Work on a Government Installation"](#) and [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 FTR, and the JTR.

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

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

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

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

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

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

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

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

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

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

contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|---|----------|
| 52.202-1 | Definitions | JUN 2020 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | MAY 2014 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | JUN 2020 |
| 52.203-7 | Anti-Kickback Procedures | JUN 2020 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | MAY 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | MAY 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 2020 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | NOV 2021 |
| 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 | MAR 2021 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUN 2020 |
| 52.204-12 | Unique Entity Identifier Maintenance | OCT 2016 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-14 | Service Contract Reporting Requirements | OCT 2016 |
| 52.204-15 | Service Contract Reporting Requirements for Indefinite-Delivery Contracts | OCT 2016 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | AUG 2020 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems | NOV 2021 |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities | NOV 2021 |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment | NOV 2021 |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment | NOV 2021 |
| 52.208-9 | Contractor Use of Mandatory Sources of Supply or Services | MAY 2014 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | NOV 2021 |
| 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 | NOV 2021 |
| 52.211-5 | Material Requirements | AUG 2000 |
| 52.215-2 | Audit and Records--Negotiation | JUN 2020 |

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| 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 2022-O0001) | OCT 2021 |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data--Modifications | JUN 2020 |
| 52.215-14 | Integrity of Unit Prices | NOV 2021 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 2010 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money | OCT 1997 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | JUL 2005 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications | NOV 2021 |
| 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 |
| 52.216-11 | Cost Contract--No Fee | APR 1984 |
| 52.219-4 | Notice of Price Evaluation Preference for HUBZone Small Business Concerns | SEP 2021 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2018 |
| 52.219-9 | Small Business Subcontracting Plan | NOV 2021 |
| 52.219-14 (Dev) | Limitations on Subcontracting (DEVIATION 2021-O0008) | SEP 2021 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | SEP 2021 |
| 52.219-33 | Nonmanufacturer Rule | SEP 2021 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards - Overtime Compensation | MAY 2018 |
| 52.222-19 | Child Labor -- Cooperation with Authorities and Remedies | JAN 2022 |
| 52.222-20 | Contracts for Materials, Supplies, Articles, and Equipment | JUN 2020 |
| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |
| 52.222-26 | Equal Opportunity | SEP 2016 |
| 52.222-29 | Notification Of Visa Denial | APR 2015 |
| 52.222-35 | Equal Opportunity for Veterans | JUN 2020 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUN 2020 |
| 52.222-37 | Employment Reports on Veterans | JUN 2020 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-41 | Service Contract Labor Standards | AUG 2018 |
| 52.222-43 | Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts) | AUG 2018 |
| 52.222-50 | Combating Trafficking in Persons | NOV 2021 |
| 52.222-54 | Employment Eligibility Verification | DEC 2021 |
| 52.222-55 | Minimum Wages for Contractor Workers Under Executive Order 14026 | JAN 2022 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706 | JAN 2022 |
| 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 |
| 52.223-11 | Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. | JUN 2016 |
| 52.223-13 | Acquisition of EPEAT - Registered Imaging Equipment (Jun 2014) | JUN 2014 |

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| 52.223-14 | Acquisition of EPEAT -Registered Televisions | JUN 2014 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | MAY 2020 |
| 52.223-16 | Acquisition of EPEAT (R) - Registered Personal Computer Products | OCT 2015 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | JUN 2020 |
| 52.223-19 | Compliance with Environmental Management Systems | MAY 2011 |
| 52.223-20 | Aerosols | JUN 2016 |
| 52.224-1 | Privacy Act Notification | APR 1984 |
| 52.224-2 | Privacy Act | APR 1984 |
| 52.225-1 | Buy American--Supplies | NOV 2021 |
| 52.225-5 | Trade Agreements | OCT 2019 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | FEB 2021 |
| 52.227-1 | Authorization and Consent | JUN 2020 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | JUN 2020 |
| 52.227-14 | Rights in Data--General | MAY 2014 |
| 52.227-19 | Commercial Computer Software License | DEC 2007 |
| 52.228-4 | Workers' Compensation and War-Hazard Insurance Overseas | APR 1984 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-7 | Insurance--Liability To Third Persons | MAR 1996 |
| 52.228-8 | Liability and Insurance - Leased Motor Vehicles | MAY 1999 |
| 52.229-3 | Federal, State And Local Taxes | FEB 2013 |
| 52.229-12 | Tax on Certain Foreign Procurements | FEB 2021 |
| 52.230-2 | Cost Accounting Standards | JUN 2020 |
| 52.230-6 | Administration of Cost Accounting Standards | JUN 2010 |
| 52.232-1 | Payments | APR 1984 |
| 52.232-9 | Limitation On Withholding Of Payments | APR 1984 |
| 52.232-11 | Extras | APR 1984 |
| 52.232-17 | Interest | MAY 2014 |
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-20 | Limitation Of Cost | APR 1984 |
| 52.232-22 | Limitation Of Funds | APR 1984 |
| 52.232-23 | Assignment Of Claims | MAY 2014 |
| 52.232-25 Alt I | Prompt Payment (Jan 2017) Alternate I | FEB 2002 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | OCT 2018 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | NOV 2021 |
| 52.233-1 | Disputes | MAY 2014 |
| 52.233-3 Alt I | Protest After Award (Aug 1996) - Alternate I | JUN 1985 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 |
| 52.242-3 | Penalties for Unallowable Costs | SEP 2021 |
| 52.242-4 | Certification of Final Indirect Costs | JAN 1997 |
| 52.242-5 | Payments to Small Business Subcontractors | JAN 2017 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 Alt II | Changes--Fixed-Price (Aug 1987) - Alternate II | APR 1984 |
| 52.243-2 Alt II | Changes--Cost Reimbursement (Aug 1987) - Alternate II | APR 1984 |
| 52.243-7 | Notification Of Changes | JAN 2017 |
| 52.244-5 | Competition In Subcontracting | DEC 1996 |

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| 52.244-6 | Subcontracts for Commercial Products and Commercial Services | JAN 2022 |
| 52.245-1 | Government Property | SEP 2021 |
| 52.245-9 | Use And Charges | APR 2012 |
| 52.246-11 | Higher-Level Contract Quality Requirement | DEC 2014 |
| 52.246-23 | Limitation Of Liability | FEB 1997 |
| 52.246-25 | Limitation Of Liability--Services | FEB 1997 |
| 52.249-4 | Termination For Convenience Of The Government (Services) (Short Form) | APR 1984 |
| 52.249-6 | Termination (Cost Reimbursement) | MAY 2004 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 52.251-1 | Government Supply Sources | APR 2012 |
| 52.251-2 | Interagency Fleet Management System (IFMS) Vehicles And Related Services | JAN 1991 |
| 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 |
| 252.205-7000 | 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 2022 |
| 252.211-7007 | Reporting of Government-Furnished Property | MAR 2022 |
| 252.211-7008 | Use of Government-Assigned Serial Numbers | SEP 2010 |
| 252.215-7002 | Cost Estimating System Requirements | DEC 2012 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts) | DEC 2019 |
| 252.222-7002 | Compliance With Local Labor Laws (Overseas) | JUN 1997 |
| 252.222-7004 | Compliance With Spanish Social Security Laws and Regulations | JUN 1997 |
| 252.222-7005 | Prohibition on Use of Nonimmigrant Alien--Guam | SEP 1999 |
| 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 | MAR 2022 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | MAR 2022 |
| 252.225-7004 | Report of Intended Performance Outside the United States and Canada--Submission after Award | OCT 2020 |

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| 252.225-7005 | Identification Of Expenditures In The United States | JUN 2005 |
| 252.225-7012 | Preference For Certain Domestic Commodities | MAR 2022 |
| 252.225-7013 | Duty-Free Entry--Basic | MAR 2022 |
| 252.225-7017 | Photovoltaic Devices | MAR 2022 |
| 252.225-7021 | Trade Agreements--Basic | MAR 2022 |
| 252.225-7028 | Exclusionary Policies And Practices Of Foreign Government | APR 2003 |
| 252.225-7036 | Buy American--Free Trade Agreements--Balance of Payments Program--Basic | MAR 2022 |
| 252.225-7040 | Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States | OCT 2015 |
| 252.225-7041 | Correspondence in English | JUN 1997 |
| 252.225-7043 | Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States | JUN 2015 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.225-7970 (Dev) | Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation. (DEVIATION 2020-O0018) | MAY 2020 |
| 252.225-7972 (Dev) | Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015) | MAY 2020 |
| 252.225-7975 (Dev) | Additional Access to Contractor and Subcontractor Records (DEVIATION 2020-O0022) | AUG 2020 |
| 252.225-7976 (Dev) | Contractor Personnel Performing in Japan. (DEVIATION 2018-O0019) | AUG 2018 |
| 252.225-7980 (Dev) | Contractor Personnel Performing in the United States Africa Command Area of Responsibility. (DEVIATION 2016-O0008) | JUN 2016 |
| 252.225-7993 (Dev) | Prohibition on Providing Funds to the Enemy (Deviation 2020-O0022) | AUG 2020 |
| 252.225-7995 (Dev) | Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2017-O0004) | SEP 2017 |
| 252.225-7997 (Dev) | Contractor Demobilization (Deviation 2013-O0017) | AUG 2013 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | APR 2019 |
| 252.227-7000 | Non-estoppel | OCT 1966 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items | FEB 2014 |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation | FEB 2014 |
| 252.227-7015 | Technical Data--Commercial Items | FEB 2014 |
| 252.227-7016 | Rights in Bid or Proposal Information | JAN 2011 |
| 252.227-7019 | 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 | APR 2022 |
| 252.227-7038 | Patent Rights--Ownership by the Contractor (Large Business) | JUN 2012 |
| 252.229-7002 | Customs Exemptions (Germany) | JUN 1997 |
| 252.229-7003 | Tax Exemptions (Italy) | MAR 2012 |
| 252.229-7005 | Tax Exemptions (Spain) | MAR 2012 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | DEC 2018 |
| 252.232-7008 | Assignment of Claims (Overseas) | JUN 1997 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |

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| 252.232-7017 | Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration | APR 2020 |
| 252.233-7001 | Choice of Law (Overseas) | JUN 1997 |
| 252.237-7019 | Training for Contractor Personnel Interacting with Detainees | JUN 2013 |
| 252.239-7000 | Protection Against Compromising Emanations | OCT 2019 |
| 252.239-7002 | Access | DEC 1991 |
| 252.239-7004 | Orders For Facilities And Services | SEP 2019 |
| 252.239-7007 | Cancellation Or Termination Of Orders | SEP 2019 |
| 252.239-7010 | Cloud Computing Services | OCT 2016 |
| 252.239-7018 (Dev) | Supply Chain Risk (DEVIATION 2018-O0020). | 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 |
| 252.244-7001 | Contractor Purchasing System Administration | MAY 2014 |
| 252.245-7000 | Government-Furnished Mapping, Charting, and Geodesy Property | APR 2012 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | APR 2012 |
| 252.245-7002 | Reporting Loss of Government Property | JAN 2021 |
| 252.245-7003 | Contractor Property Management System Administration | APR 2012 |
| 252.245-7004 | Reporting, Reutilization, and Disposal | DEC 2017 |
| 252.246-7001 | Warranty Of Data | MAR 2014 |
| 252.246-7003 | Notification of Potential Safety Issues | JUN 2013 |
| 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment for Military Operations | OCT 2010 |
| 252.246-7006 | Warranty Tracking of Serialized Items | MAR 2016 |
| 252.246-7007 | Contractor Counterfeit Electronic Part Detection and Avoidance System | AUG 2016 |
| 252.246-7008 | Sources of Electronic Parts | MAY 2018 |
| 252.247-7023 | Transportation of Supplies by Sea | FEB 2019 |

CLAUSES INCORPORATED BY FULL TEXT

52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from
Attachment 17

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster);
and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract--

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

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

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

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

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

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

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12 months after the end of the ordering period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **at least 14 days before the end of the contract.**

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

(a) The Government may extend the term of this contract by written notice to the Contractor within **TBD at Task Order level**; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30** days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years and 6 months (inclusive of FAR 52.217-8).**

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) 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 (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business

activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

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

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents 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 Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents 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 (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor 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 Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents 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 (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor 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 Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents 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 (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor 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.

[Contractor to sign and date and insert authorized signer's name and title.]

(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 **TBD at contract award** 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

Contractor Site located within fifty (50) ground transportable miles of WOLF

| RFP Labor Category/SCA Labor Category | SCA Code | Monetary Wage | Fringe Benefits @ 62.64% |
|--|----------|---------------|--------------------------|
| Drafter/CAD Operator II (SCA) | 30062 | \$23.81 | \$14.91 |
| Electronics Technician Maintenance II (SCA) | 23181 | \$25.54 | \$16.00 |
| Electronics Technician Maintenance III (SCA) | 23183 | \$28.56 | \$17.89 |
| Electronics Technician Maintenance III (SCA) | 23183 | \$28.56 | \$17.89 |
| Engineering Technician, I (SCA) | 30081 | \$22.92 | \$14.36 |
| Engineering Technician, II (SCA) | 30082 | \$25.72 | \$16.11 |
| Engineering Technician, III (SCA) | 30083 | \$28.79 | \$18.03 |
| Engineering Technician, IV (SCA) | 30084 | \$35.64 | \$22.32 |
| Engineering Technician, V (SCA) | 30085 | \$43.62 | \$27.32 |
| Engineering Technician, VI (SCA) | 30086 | \$52.76 | \$33.05 |
| General Clerk II (SCA) | 01112 | \$16.65 | \$10.43 |
| Shipping/Receiving Clerk, (SCA) | 21130 | \$20.09 | \$12.58 |
| Supply Technician, (SCA) | 01410 | \$35.73 | \$22.38 |
| Technical Instructor/Course Developer, (SCA) | 15095 | \$42.85 | \$26.84 |
| Telecommunications Mechanic I (SCA) | 23931 | \$29.95 | \$18.76 |
| Telecommunications Mechanic II (SCA) | 23932 | \$31.55 | \$19.76 |
| Truck Driver Medium, (SCA) | 31362 | \$17.90 | \$11.21 |
| Warehouse Specialist, (SCA) | 21410 | \$18.02 | \$11.29 |

Government Site located at WOLF

| RFP Labor Category/SCA Labor Category | SCA Code | Monetary Wage | Fringe Benefits @ 62.64% |
|--|----------|---------------|--------------------------|
| Drafter/CAD Operator II (SCA) | 30062 | \$23.81 | \$14.91 |
| Electronics Technician Maintenance II (SCA) | 23181 | \$25.54 | \$16.00 |
| Electronics Technician Maintenance III (SCA) | 23183 | \$28.56 | \$17.89 |
| Electronics Technician Maintenance III (SCA) | 23183 | \$28.56 | \$17.89 |
| Engineering Technician, I (SCA) | 30081 | \$22.92 | \$14.36 |
| Engineering Technician, II (SCA) | 30082 | \$25.72 | \$16.11 |
| Engineering Technician, III (SCA) | 30083 | \$28.79 | \$18.03 |
| Engineering Technician, IV (SCA) | 30084 | \$35.64 | \$22.32 |

| | | | |
|--|-------|---------|---------|
| Engineering Technician, V (SCA) | 30085 | \$43.62 | \$27.32 |
| Engineering Technician, VI (SCA) | 30086 | \$52.76 | \$33.05 |
| General Clerk II (SCA) | 01112 | \$16.65 | \$10.43 |
| Shipping/Receiving Clerk, (SCA) | 21130 | \$20.09 | \$12.58 |
| Supply Technician, (SCA) | 01410 | \$35.73 | \$22.38 |
| Technical Instructor/Course Developer, (SCA) | 15095 | \$42.85 | \$26.84 |
| Telecommunications Mechanic I (SCA) | 23931 | \$29.95 | \$18.76 |
| Telecommunications Mechanic II (SCA) | 23932 | \$31.55 | \$19.76 |
| Truck Driver Medium, (SCA) | 31362 | \$17.90 | \$11.21 |
| Warehouse Specialist, (SCA) | 21410 | \$18.02 | \$11.29 |

Contractor Site located within fifty (50) ground transportable miles of Little Creek, Virginia

| RFP Labor Category/SCA Labor Category | SCA Code | Monetary Wage | Fringe Benefits @ 62.64% |
|--|----------|---------------|--------------------------|
| Drafter/CAD Operator II (SCA) | 30062 | \$21.09 | \$13.21 |
| Electronics Technician Maintenance II (SCA) | 23181 | \$24.46 | \$15.32 |
| Electronics Technician Maintenance III (SCA) | 23183 | \$27.07 | \$16.96 |
| Electronics Technician Maintenance III (SCA) | 23183 | \$27.07 | \$16.96 |
| Engineering Technician, I (SCA) | 30081 | \$17.82 | \$11.16 |
| Engineering Technician, II (SCA) | 30082 | \$19.79 | \$12.40 |
| Engineering Technician, III (SCA) | 30083 | \$22.59 | \$14.15 |
| Engineering Technician, IV (SCA) | 30084 | \$27.42 | \$17.18 |
| Engineering Technician, V (SCA) | 30085 | \$33.54 | \$21.01 |
| Engineering Technician, VI (SCA) | 30086 | \$40.58 | \$25.42 |
| General Clerk II (SCA) | 01112 | \$15.15 | \$9.49 |
| Shipping/Receiving Clerk, (SCA) | 21130 | \$17.33 | \$10.86 |
| Supply Technician, (SCA) | 01410 | \$26.71 | \$16.73 |
| Technical Instructor/Course Developer, (SCA) | 15095 | \$31.73 | \$19.88 |
| Telecommunications Mechanic I (SCA) | 23931 | \$29.09 | \$18.22 |
| Telecommunications Mechanic II (SCA) | 23932 | \$30.54 | \$19.13 |
| Truck Driver Medium, (SCA) | 31362 | \$16.41 | \$10.28 |
| Warehouse Specialist, (SCA) | 21410 | \$19.49 | \$12.21 |

52.244-2 SUBCONTRACTS (JUN 2020)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

All except those subcontracts identified in paragraph (j)

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TBD at contract award

(End of clause)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the TBD at task order level and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the TBD at task order level and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. to be completed at contract award. This may be confirmed by contacting TBD at task order level."

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

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

Covered defense telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that-

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

| System security plan | CAGE codes supported by this plan | Brief description of the plan architecture | Date of assessment | Total score | Date score of 110 will be achieved |
|----------------------|-----------------------------------|--|--------------------|-------------|------------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webptsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

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

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

(1) Subject to extortion or corruption; or

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

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

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

(a) This acquisition is covered by the Agreement regarding the Status of United States Military and Civilian Personnel of the U.S. Department of Defense Present in Afghanistan with Cooperative Efforts in Response to Terrorism, Humanitarian and Civic Assistance, Military Training and Exercises, and other Activities, entered into between the United States and Afghanistan which was concluded by an exchange of diplomatic notes (U.S. Embassy

Kabul note No. 202, dated September 26, 2002; Afghan Ministry of Foreign Affairs notes 791 and 93, dated December 12, 2002, and May 28, 2003, respectively), and entered into force on May 28, 2003.

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

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

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

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

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

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

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

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

(b) Contractor personnel shall not interrogate detainees.

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

252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)

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

(1) "Securing" means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) "Sensitive information" means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) "Telecommunications systems" means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit--

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and

control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: **TBD at Contract Award**

(c) To provide the security, the Contractor shall use Government- approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from TBD. Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with TBD.

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)

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

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

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

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

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

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

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

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

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

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

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide

additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

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

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

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

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

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

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

Government Remittance Address [include point of contact and telephone number]: **TBD at task order award**

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the **NAS Patuxent River and Webster Outlying Field**. 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 (Attachment 16). 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 **NAWCAD WOLF COR, Naval Air Warfare Center, Aircraft Division, 17100 Webster Field Road, B8185, St. Inigoes, MD 20684-4009**. All losses are to have the permanent badges returned to **Security, Building 2272, Room 074, 47123 Buse Road, Patuxent River, MD 20670** on the last day of the individual's task requirement.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION | PAGES | DATE |
|---------------|---|-------|-------------|
| Exhibit A | CDRLs A001 - A026 | 27 | 16-MAR-2022 |
| Attachment 01 | DD254 | 5 | 08-JUN-2022 |
| Attachment 02 | Contract Surveillance Plan | 9 | 16-MAR-2022 |
| Attachment 03 | Segregation of Costs Format | 1 | 16-MAR-2022 |
| Attachment 04 | Workforce Reporting Template | 1 | 16-MAR-2022 |
| Attachment 05 | Task Order Closeout | 1 | 16-MAR-2022 |
| Attachment 06 | Data Item Transmittal Form | 1 | 08-JUN-2022 |
| Attachment 07 | Small Business Subcontracting Plan | 1 | 16-MAR-2022 |
| Attachment 08 | List of Key Personnel | 1 | 16-MAR-2022 |
| Attachment 09 | List of Approved Subcontractors | 1 | 02-JUN-2022 |
| Attachment 10 | Wage Determination | 1 | 02-JUN-2022 |
| Attachment 11 | OCI | 1 | 02-JUN-2022 |
| Attachment 12 | COR Designation | 1 | 02-JUN-2022 |
| Attachment 13 | ACOR Designation | 1 | 02-JUN-2022 |
| Attachment 14 | LAN SOP | 13 | 16-MAR-2022 |
| Attachment 15 | NON Navy IT Certification | 1 | 16-MAR-2022 |
| Attachment 16 | Locator Form | 1 | 16-MAR-2022 |
| Attachment 17 | FAR 52.203-14 POSTER | 2 | 13-JUL-2022 |
| Attachment P1 | Past Performance Information Form | 2 | 02-JUN-2022 |
| Attachment P2 | Contractor Performance Assessment Questionnaire | 15 | 02-JUN-2022 |
| Attachment P3 | Fully Burdened Labor Rates | 1 | 02-JUN-2022 |
| Attachment P4 | BLS Chart | 2 | 02-JUN-2022 |
| Attachment P6 | Cost Summary Spreadsheet | 1 | 02-JUN-2022 |
| Attachment P8 | Labor Hours | 1 | 02-JUN-2022 |

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------------|---|----------|
| 52.204-3 | Taxpayer Identification | OCT 1998 |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment | NOV 2021 |
| 52.209-7 | Information Regarding Responsibility Matters | OCT 2018 |
| 52.215-22 | Limitations on Pass-Through Charges--Identification of Subcontract Effort | OCT 2009 |
| 52.219-1 | Small Business Program Representations | SEP 2021 |
| 52.225-18 | Place of Manufacture | AUG 2018 |
| 252.204-7007 | Alternate A, Annual Representations and Certifications | MAY 2021 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | OCT 2016 |
| 252.209-7993 (Dev) | Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law -- Fiscal Year 2014 Appropriations (Deviation) | FEB 2014 |
| 252.213-7000 | Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations | SEP 2019 |
| 252.225-7003 | Report of Intended Performance Outside the United States and Canada--Submission with Offer | OCT 2020 |
| 252.225-7020 | Trade Agreements Certificate--Basic | NOV 2014 |
| 252.225-7035 | Buy American--Free Trade Agreement--Balance Of Payments Program Certificate--Basic | NOV 2014 |
| 252.225-7042 | Authorization to Perform | APR 2003 |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions | JAN 2011 |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government | JUN 1995 |
| 252.239-7009 | Representation of Use of Cloud Computing | SEP 2015 |
| 252.247-7022 | Representation of Extent of Transportation by Sea. | JUN 2019 |

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's

organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization); (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

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

(2) The small business size standard is \$41,500,000.

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

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

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

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

X (i) 52.204-17, Ownership or Control of Offeror.

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

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

| FAR Clause | Title | Date | Change |
|------------|-------|-------|--------|
| ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- |

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representations.

(1) The Offeror represents that it [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.225-18 PLACE OF MANUFACTURE (AUG 2018)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (____) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (____) Outside the United States.

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (JUN 2020)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) 25.703-4, by submission of its offer, the offeror--

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for

which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)

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 the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) 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.)

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

(End of Provision)

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

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

☐ Yes ☐ No

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

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES --
REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) Representation. The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS
EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense 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)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>.

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

| System security plan | CAGE codes supported by this plan | Brief description of the plan architecture | Date of assessment | Total score | Date score of 110 will be achieved |
|----------------------|-----------------------------------|--|--------------------|-------------|------------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.209-7006 LIMITATIONS ON CONTRACTORS ACTING AS LEAD SYSTEM INTEGRATORS (JAN 2008)

(a) Definitions. Lead system integrator, lead system integrator with system responsibility, and lead system integrator without system responsibility, as used in this provision, have the meanings given in the clause of this solicitation entitled "Prohibited Financial Interests for Lead System Integrators" (DFARS 252.209-7007).

(b) General. Unless an exception is granted, no contractor performing lead system integrator functions in the acquisition of a major system by the Department of Defense may have any direct financial interest in the development or construction of any individual system or element of any system of systems.

(c) Representations.

(1) The offeror represents that it does ☐ does not ☐ propose to perform this contract as a lead system integrator with system responsibility.

(2) The offeror represents that it does ☐ does not ☐ propose to perform this contract as a lead system integrator without system responsibility.

(3) If the offeror answered in the affirmative in paragraph (c)(1) or (2) of this provision, the offeror represents that it does ☐ does not ☐ have any direct financial interest as described in paragraph (b) of this provision with respect to the system(s), subsystem(s), system of systems, or services described in this solicitation.

(d) If the offeror answered in the affirmative in paragraph (c)(3) of this provision, the offeror should contact the Contracting Officer for guidance on the possibility of submitting a mitigation plan and/or requesting an exception.

(e) If the offeror does have a direct financial interest, the offeror may be prohibited from receiving an award under this solicitation, unless the offeror submits to the Contracting Officer appropriate evidence that the offeror was selected by a subcontractor to serve as a lower-tier subcontractor through a process over which the offeror exercised no control.

(f) This provision implements the requirements of 10 U.S.C. 2410p, as added by section 807 of the National Defense Authorization Act for Fiscal Year 2007 (Pub. L. 109-364).

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW - FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-O0009)(FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 003-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that --

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

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

(b) The Offeror represents that --

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

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

252.225-7000 BUY AMERICAN STATUTE--BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (NOV 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item", "component", "domestic end product", "foreign end product", "qualifying country", "qualifying country end product", "South Caucasus/Central and South Asian (SC/CASA) state", "South Caucasus/Central and South Asian (SC/CASA) state end product", and "United States", as used in this provision, have the meanings given in the Buy American and Balance of Payments Program-Basic clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Line Item Number

Country of Origin (If known)

252.225-7971 PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION—REPRESENTATION (DEVIATION 2020-O0018) (MAY 2020)

(a) Definitions. As used in this clause—

“Covered military installation” means a military installation in Europe identified by the Department of Defense as a main operating base; and

“Furnished energy” means energy furnished to a covered military installation in any form and for any purpose, including heating, cooling, and electricity.

(b) Prohibition. Section 2821 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92) prohibits contracting officers from entering into a contract for the acquisition of furnished energy for a covered military installation that uses any energy sourced from inside the Russian Federation as a means of generating the furnished energy for the covered military installation.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror will not use any energy sourced from inside the Russian Federation as a means of generating the furnished energy for the covered military installation in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(End of provision)

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

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

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

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

L – 1 CONTENT OF PROPOSALS (SERVICES) (May 2022)

PART A GENERAL INSTRUCTIONS

1.0 GENERAL

The Offeror must respond to all requirements of the solicitation and not alter or rearrange the solicitation. The Offeror is advised that the Government may incorporate any portions of the Offeror's proposal into the resulting contract.

In presenting material in the proposal, the Offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization shall be emphasized during proposal preparation. Statements that the prospective Offeror understands, can comply with, or will comply with, the specifications, and paraphrasing the requirements or parts thereof without supporting information are considered inadequate by the Government, and may result in assessing weaknesses and/or deficiencies.

The Offeror must include any data that illustrates the adequacy of the various assumptions, approaches, and solutions to problems. Failure to address a specific factor or subfactor clearly may be considered a deficiency. Unnecessarily elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

The Government advises the Offeror that taking exception to or deviating from any term or condition of the RFP may result in the assessment of a deficiency to the proposal.

Throughout these instructions, a "principal subcontractor" is defined as a subcontractor who provides at least 20% of the proposed total price/cost (excluding the Offeror's profit/fee) for the contract or provides one or more Key Personnel. "JV Team member" is defined as one of the entities that make up a joint venture (JV) formed for the purpose of responding to this solicitation.

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. 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. Drawing 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. When using Government supplied templates (e.g. Attachment P1, Attachment P2, Attachment P6), no modifications to font or scaling required. All proposal documents must be compatible with Microsoft Office 2013 and/or the latest Adobe Acrobat Reader Portable Document Format (PDF), where applicable.

The Offeror is responsible for ensuring electronic proposals are virus free and shall run an anti-virus scan before submission. Offerors may use hyperlinks within and among proposal volumes that do not include price information. However, there shall be no links from any other volume into the Price Volume or into any other portion of the proposal that contains price information. 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 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 such that its Volume/paragraph number matches the Proposal Instructions Volume/paragraph number provided in section “Part B Specific Instructions” to which it is responding, although the Offeror may add lower tier subparagraphs. The Offeror must provide reasons it will not provide information for a particular paragraph. The proposal information instructions are structured by paragraph numbers where first, second, third, and fourth parts correspond to the volume, section, and element, etc., in the Offeror’s proposal.

Each volume of the proposal shall be submitted as specified in the table below. The table below supersedes the copies requested in Block 9 of the Standard Form (SF) 33. Page limitations for each volume, if any, are also specified in the table below; title and table of contents pages do not count towards the page limit. Any pages submitted exceeding the page limit shall be disregarded and NOT evaluated.

Information submitted as an Annex to the proposal includes manuals, specifications, plans, procedures, and policies that exist as an official document of the company or facility, as well as other information requested in Part B Specific Instructions. Page limitations for Annexes, if any, are specified below. The authorized Annexes are summarized in the table below.

| Volume Number | Volume Title | Page Limit |
|---------------|---------------------------------------|-------------------------------|
| 1 | TECHNICAL | See below |
| 1.1 | <i>One (1) Sample Task</i> | <i>Twenty-five (25) pages</i> |
| 1.2 | Key Personnel Resumes | Two (2) pages per resume |
| 1.3 | Small Business Utilization Strategy | Five (5) pages |
| 2 | PAST PERFORMANCE | <i>Fifteen (15) pages</i> |
| 3 | PRICE/COST | |
| Annex 1 | Past Performance Supporting Documents | <i>No page limit</i> |
| Annex 2 | Past Performance Matrix | <i>No page limit</i> |
| Annex 3 | Small Business Subcontracting Plan | <i>No page limit</i> |

Each volume shall contain the following information:

- Cover and title page
- Title of proposal and proposal number as applicable
- Offeror’s name, address, and POC
- RFP number
- Proposal volume number
- 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/PWS | Section M – Evaluation Factor | Offeror's Proposal Reference | CLIN Reference |
|--|---|--------------------------------------|---|-----------------------|
| Volume 1 Technical | Example: Para 3.1 Note: This column shall address all paragraphs in Sections xx and xy of the SOW/PWS. | 2.A | Provide reference to Offeror's Proposal Volume I – Technical. Example: Refer to appropriate page number in Offeror's written proposal | |
| Volume 1 Technical | | | | |
| Volume 1 Technical | | | | |

Questions regarding the solicitation shall be submitted via email to the contract specialist at krista.k.hayden.civ@us.navy.mil. Each question or comment should reference the applicable document, page number, and paragraph number. Offerors shall not include any proprietary information in a question, because the Government will provide the question and answer to all potential offerors. All questions must be submitted no later than 4:00 PM Eastern Time on the 10th calendar day after the date that this solicitation is issued. Questions received after the deadline above may be answered at the Government's sole discretion.

4.0 ELECTRONIC PROPOSAL SUBMISSION

All volumes of the proposal shall be submitted electronically through the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) at <https://piee.eb.mil>. No other submissions, such as mail, hand-carried, or other electronic system (e.g., DOD SAFE) are authorized by the solicitation unless specifically authorized by the Contracting Officer pursuant to paragraph 4.1 below. For instructions on how to post an offer, please refer to the Posting Offer demo: https://pieetraining.eb.mil/wbt/sol/Posting_Offer.pdf.

It is the Offeror's responsibility to follow the registration instructions found on the PIEE website. It is advised that all potential prime Offerors and their subcontractors ensure the proper company points of contact are registered in the site based on their CAGE codes and have the proper roles assigned well in advance of the solicitation closing date. Subcontractors are only required to register in PIEE if they want to submit their proprietary proposal information separate from the prime offer. Documents submitted by the subcontractor directly to the Government must have the prime contractor's name, CAGE, and RFP number on the first page of the document.

It is also the Offeror's responsibility to confirm receipt of proposals and all electronic communications. Screen shots of the submission should also be taken to validate a submission was accepted in the PIEE system against this solicitation. The Government is not obligated to search for incorrectly submitted proposals in PIEE.

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.

4.1 If there is an unanticipated PIEEE System outage within 24 hours of the proposal due date and the outage has interrupted normal Government processes so that proposals cannot be received by the exact time specified in the solicitation, the Contractor shall immediately notify the Contracting Officer. This notification shall occur prior to the proposal submission deadline and shall be made in writing. The notification may be in conjunction with verbal notification, but verbal notification alone shall not be sufficient. The Offeror shall obtain written approval from the Contracting Officer to submit the proposal via an alternate method as shown in paragraph 4.2 or the Contracting Officer may advise the Offeror that the Government will follow the procedures set forth in FAR 15.208(d) for amending the solicitation closing date.

4.2 The following alternate methods may be utilized when authorized by the Contracting Officer in accordance with paragraph 4.1.

4.2.1 Contractor Proposals Submitted by Carrier: The Offeror shall submit electronic CD-ROM proposals via United States Postal Service or through a commercial carrier with next day delivery using the address provided below.

NAWCAD

Code: AIR 2511004/ Krista Hayden

21983 Bundy Road

Bldg 441

Patuxent River, MD 20670

Solicitation Number: N00421-22-R-0172

4.2.2 Hand Carried Proposals: Hand carried proposals must be delivered to the address above, attention Krista Hayden, 240-808-1813. If a proposal or amendment is hand carried, the Contractor must have current base access to delivery of the proposal. Without base access, the Contractor may not get beyond the installation security gate to deliver its proposal. Guards are not authorized to accept proposals. Each Volume shall be on a separate CDROM. Delivery time shall be coordinated with the contracting office to ensure availability to sign for the package.

Regardless of which alternate method is used, the Offeror shall package the CD-ROMs in the most efficient manner possible grouping like volumes to the maximum extent possible. Each Volume shall be on a separate CDROM. The package shall include all proposal volumes including the digitally signed document(s) submitted as part of the Cost/Price Volume. The package shall include a packing slip detailing the contents to include the volume number, title, and copy number. Also, the package shall be stamped or marked "For Official Use Only" and "Source Selection Information – See FAR 2.101 and 3.104."

5.0 CLASSIFIED DATA

All proposals must be UNCLASSIFIED.

6.0 SOLICITATION CHANGES

For notice of any changes and additional information provided by the Government for the solicitation, please go to <https://www.beta.sam.gov>.

PART B SPECIFIC INSTRUCTIONS

Cost or pricing information shall only appear in the Price/Cost volume.

1.0 VOLUME 1: TECHNICAL

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

1.1 Sample Task

1.1.1 Organizational Overview

The Naval Air Warfare Center Aircraft Division (NAWCAD) Webster Outlying Field (WOLF) Special Communications Mission Solutions (SCMS) Division produces, integrates, and supports best value, full-spectrum Command, Control, Communications, Computers, Combat Systems, Intelligence, Surveillance, and Reconnaissance (C5ISR) engineering from requirements definition through sustainment. The SCMS Division requires support for Mobile Deployable (MD) C5ISR products comprising of small craft, transportable systems, en-route communication systems, and intra-platform systems.

The designated Government Project Lead (GPL) will be responsible for final project and engineering aspects of the project and leads the Integrated Project Team (IPT) to project completion. The GPL will utilize this Contract to obtain the specific engineering and technical services of planning and analysis, engineering design, assimilation, kitting, production and verification, logistics and in-service support, and technical management of new and legacy MD C5ISR systems and platforms.

This sample task should be approached from the perspective that the Offeror has a very active role in assisting the Government with the development of documentation. The Offeror will be relied upon to provide reliable, accurate, and timely documentation in addition to the workforce needed to conduct the labor.

1.1.2 Scenario Background

The NAWCAD WOLF SCMS Division provides quick reaction support to design, assimilate, verify, and deliver an MD Incident Response Vehicle (IRV) equipped with C5ISR communication systems. The mission of the IRV platform is to provide Continental United States (CONUS) and Outside the Continental United States (OCONUS) on-call incident response command and control between local, state, Federal, and Department of Defense (DoD) agencies.

The Offeror shall respond to this scenario as if the SCMS Division has issued a task order to provide a technical approach, schedule, resources (including people, tools, and any other resources deemed necessary), and a spend plan to support the complete turnkey system.

The Contractor is tasked with procuring material, manufacturing, performing metal work, assembling, verification, and fielding ten (10) deployable IRVs equipped with C5ISR communication systems In Accordance With (IAW) the sponsor provided high-level assembly drawing *IRV 80xxx*. The Contractor shall complete the first IRV within one hundred and twenty (120) days after receipt of funding to support an on-site Physical Configuration Audit (PCA) and off-site installation/First Article Test (FAT). Upon receipt of final production drawings, the Contractor shall produce nine (9) cases within one hundred and eighty (180) days after receipt of final production drawings.

1.1.3 Requirements of the systems:

- Data sharing: Communications (other than email) will include a platform expandable Local Area Network (LAN) and off-board network connectivity and commercial internet. Communications shall provide all necessary frequencies and waveforms to connect groups, as well as provide bridging capabilities while maintaining security (physical and cyber). The system shall include Voice over Internet Protocol (VoIP) and Voice over Secure Internet Protocol (VoSIP).
- Platform: The vehicle will be provided via Government Furnished Equipment (GFE) and will be airborne transportable on a single C-130 or larger.
- Specific requirements include the following:
 - Roll on and off reconfigurations shall be no more than twenty (20) minutes
 - Appropriate climate controls
 - Adequate amount of space for the C5ISR systems
 - Ability to support quantity two (2) work stations with access to each while seated:
 - Quantity two (2) laptops on different networks
 - Quantity one (1) telephone
 - Voice communication access
 - Quantity two (2) additional one hundred and twenty (120) volt plugs to support charging additional seats
 - Conference table for six (6) individuals with:
 - Video teleconference

- Telephone conference
- Two plasma operations walls
- Touchscreen control
- Route laptop or Video Teleconference (VTC) as needed to two (2) plasmas screens (with four (4) panes per screen)
- The C5ISR system must be capable of operation on the move in a safe and efficient manner to include successful operation of voice and data. Communications shall include:
 - Public Telephone Service Network (PTSN)
 - Defense Switch Network (DSN)
 - VoIP
 - VoSIP attached to two (2) radio circuits for local Government interface
 - Two (2) radio circuits for Federal Government agencies (Very High Frequency (VHF >50W powered) and Ultra-High Frequency (UHF >35 W powered))
 - One (1) radio circuit for interface with maritime bands
- *AN/PRC-117G/W* powered tri-band amplifier - UHF Satellite Communications (SATCOM) On The Move (SOTM)
- Commercial Wideband SOTM
- Controlled access Wi-Fi for commercial/public internet
- Non-classified Internet Protocol Router Network (NIPRNet)
- Secret Internet Protocol Router Network (SIPRNet)
- Commercial satellite broadcast receiver
- LAN Expansion: Connections to support external LAN (considered a separate system); estimate system to include another six (6) users
- Power and control: Self-powered with sufficient supplies for twenty-four (24) hours of unsupported operations; acceptance of one hundred and twenty (120) thirty (30) amp volts input; and tolerant of unreliable power.

1.1.4 Written Response:

1.1.4.1 The Offeror shall address their approach to support the SCMS Division.

1.1.4.2 The Offeror's response shall include the following information and follow this outline:

- a. Team. Identify the contractor team members that are required for successful performance of the task and if applicable, describe the roles and responsibilities of any subcontractors required to perform the work.
- b. Assumptions. Detail any assumptions relative to the sample task and your technical approach to ensure full understanding of the Offeror's response by the Government.
- c. Requirements clarification. In the Offeror's technical opinion, provide a list of ten (10) of the most important high level clarifications or questions areas that should be addressed during requirements analysis.
- d. Technical approach.
 - i. Define the technical artifacts and other products that will be developed and delivered in response to this task.
 - ii. Provide a detailed description of the technical approach including a step-by-step procedure and methodology that would be used in accomplishing the task.
 - iii. All production efforts will be performed at the contractor-furnished integration facility location within fifty (50) ground transportable miles WOLF, St. Inigoes, Maryland.
 - iv. All testing efforts will be performed at Government site located at WOLF, St. Inigoes, Maryland.
- e. Performance risk analysis. Identify contingent events inherent to the nature of the effort that could, if they were to occur, negatively impact the successful accomplishment of this task. Offerors are encouraged to focus on high/moderate impact events with high/moderate probability of occurring. Focus on risks that would inhibit the ability to successfully accomplish this project rather than identifying every event that could cause some minor difficulty. The Offeror shall recommend mitigation strategies to better ensure project success.

- f. Work Breakdown Structure (WBS)/Integrated Master Schedule (IMS). Provide a detailed schedule of events and briefly describe each activity to include inputs and outputs and the interrelationships and interdependencies among the activities.
- g. Provide an outline of hours by labor category required to complete the task. Offeror shall not include any cost information.
- h. Identify the models and/or other tools that would be utilized to perform the task.
- i. Identify any processes used to track progress towards completion of task.
- j. Provide a list of reports(s) necessary to document the task.
- k. Explain how the following changes to the scenario will be addressed during the task and how the Offeror will minimize cost and schedule growth.
 - i. It is discovered that metal work has increased by 20% due to metal shortages and additional funding is not available.
 - ii. The original schedule for this sample task is two (2) weeks on-site. Due to end user availability, two (2) weeks is no longer acceptable. Explain how fielding can be shortened without increasing scope of the task.

1.2 Key Personnel Resumes

- 1.2.1 For all proposed current or contingent Key Personnel as identified in Section C, Paragraphs 3.4.5.1 and 3.4.5.2, provide a resume of the work assignments, training, etc., that demonstrates the experience and specialized qualifications of each key person proposed. Offeror shall not propose prospective personnel in labor category position identified as key. Offerors are prohibited from proposing key personnel in out years (years 2-5) that differ from the key personnel proposed in Year 1 of the ordering period. Resumes shall contain, at a minimum, the following information
 - Employee name
 - Signed letter of intent
 - Months/Years of employment experience in chronological order including narrative description of duties and responsibilities
 - Current position, title and employer
 - Educational history
 - Institution name, degree or certification earned and year for all degrees or certifications earned
 - Current level of security clearance and status (i.e. final, interim, pending submission, or n/a)
 Offeror shall not use terms similar to "eligible"
- 1.2.2 The Government may check educational background to verify degrees or certifications received.
- 1.2.3 If the qualification (i.e., education, experience) does not readily or easily compare to the minimum qualification stated in the SOW/PWS, the offeror shall provide an explanation as to the equality of the proposed qualification to meet the minimum qualification

1.3 Small Business Utilization Strategy

1.3.1 Small Business (SB) Utilization Strategy: All Offerors shall describe their strategies for utilizing SB Concerns in the performance of this contract, whether as a JV, teaming arrangement, or subcontractor to achieve a Government established Small Business Participation requirement of no less than 22% of the total subcontracted value. Small business offerors should include themselves in addressing their strategies. Although the aforementioned stated requirement represents the Small Business category, Offerors shall include their strategies for not only Small Business, but also for Small Disadvantaged Business, Veteran-Owned Small Business, Service Disabled Veteran-Owned Small Business, HUBZone Small Business, and Women-Owned Small Business. Of the Small Business Participation requirement, at least 5% shall be Small Disadvantaged Business, 5% Women-Owned Small Business, 3% Service Disabled Veteran-Owned Small Business, and 3% HUBZone. All strategies shall be presented in both

dollars and percentages in relation to total subcontracted value. The SB Utilization Strategy is separate from, but shall be consistent with, the SB Subcontracting Plan, if such a Plan is required.

(a) Offerors shall specifically identify the small business subcontractors to be utilized in performance of this contract to the maximum extent practical. For each SB concern specifically identified in the proposal, provide the SB concern's SB subcategory (SDB, SDVOSB, WOSB, HUBZone, etc), provide the SB concern's CAGE code (or, if not registered in System for Award Management (SAM), provide evidence of self-certification in accordance with FAR 19.703(b) as a SB concern), and the NAICS code for the work to be performed by the SB subcontractor.

(b) Offerors shall describe the extent of commitment to use such firms and provide evidence of any enforceable commitments. "Enforceable commitments" include but are not limited to signed subcontracts, signed agreements to subcontract in the event the prime is awarded the contract, or other binding agreements indicating firm commitments to subcontract.

(c) Offerors shall describe the complexity and variety of the work small firms are to perform; for each SB subcontractor specifically identified, the offeror shall identify if the planned subcontract effort is considered to be of low, medium, or high complexity along with a brief rationale.

2.0 VOLUME 2: PAST PERFORMANCE

2.1 General

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

The Offeror shall complete the Past Performance Information Form, Attachment P1, for each past performance reference (contract or delivery/task order) performed within three years of the solicitation release date. The Offeror shall submit no more than three Past Performance Information Forms as the Prime Contractor, no more than two forms for each principal subcontractor, and/or no more than two forms for each JV team member. For contract references that contain delivery/task orders, additionally provide the work description(s) for each specific delivery/task order deemed relevant by the Offeror to this solicitation's requirements. For contract references where the Offeror performed as a subcontractor, the Offeror shall clearly identify the applicable portion of the contract requirements that they performed. The Offeror shall submit written consent from its principal subcontractor(s) and JV team member(s) that will allow the Government to coordinate any past performance issues directly with the Offeror. If the Offeror does not submit the written consent, the Government will address any past performance issues directly with the principal subcontractor or JV Team member and the Offeror will forfeit the opportunity to participate in any related discussions. Consequently, for any principal subcontractor and JV team member that does not provide the written consent, the Offeror shall provide the name, address, phone number, and email address with whom the Government may address any past performance issues.

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

| Contract Number (List Order Number, if Applicable) Identified in Attachment P1 | N00421-22-R-0172 PWS/SOW Paragraph | Attachment P1 Reference PWS/SOW Paragraph |
|--|---------------------------------------|--|
| | 3.3.1 | |
| | 3.3.2 | |
| | 3.3.3 | |

| | | |
|--|-------|--|
| | 3.3.4 | |
|--|-------|--|

The primary source of past performance information will be PPIRS. If a Contractor Performance Assessment Report (CPAR) exists for multiple years for the same contract/order, all periods of performance within the recency period specified above, for that contract/order, will be used for evaluation. In the event a CPAR does not exist for a past performance reference, the Offeror shall submit a Contractor Performance Assessment Questionnaire (CPAQ), Attachment P2, to the Program Manager who is the Assessing Official. The Offeror shall include instructions for the Program Manager to send completed questionnaires within two weeks of its receipt via e-mail to Krista Hayden, Contract Specialist, at Email krista.k.hayden.civ@us.navy.mil, thereby allowing the customer approximately two weeks to complete their response. All CPAQs should be received by the Government concurrently with the Offeror's proposal submission.

3.0 VOLUME 3: PRICE/COST PROPOSAL

3.1 Volume Content:

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

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

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

ii. Signed SF33 or SF1449 for basic solicitation and acknowledgment of each amendment, including completion of any RFP clause or provision that requires a fill-in or response.

iii. Signed Representations, Certifications, and Acknowledgements and/or System for Award Management (SAM).

iv. Guarantee the length of proposal validity (for at least 180 days after proposal submission).

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

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

3.2 Ground Rules and Assumptions:

(a) As this is a competitive acquisition with adequate price competition anticipated, certified cost or pricing data in accordance with FAR 15.403-1 is not required. However, in the event that adequate price competition does not exist after receipt of proposals, the Government reserves the right to request additional cost or pricing data as

necessary from both the Offeror and subcontractors. Further, the Offeror may be required to provide a Certificate of Current Cost or Pricing Data prior to award, pursuant to FAR 15.406-2.

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

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

3.3 Price/Cost Information:

Offerors shall submit their fully completed cost/price proposal utilizing the Cost Summary Format (Attachment P6). The spreadsheet shall be formatted as letter size (8.5 X 11) pages and shall be unprotected and unlocked, with formulae intact to show mathematical operations. The Offeror shall use the CLIN Summary tab to breakout total proposed costs by CLIN.

Complete Attachment P3, (Fully Burdened Labor Rates), detailing the fully burdened labor rates for all prime contractors and their subcontractor personnel. Fully burdened labor rates are defined as direct labor rates plus all applicable burdens, to include indirect rates, fee, and subcontractor pass-through costs where applicable. For subcontractor labor, the fully burdened labor rates shall be inclusive of any pass-through charges (e.g., subcontractor handling, fixed fee on subcontractor labor, etc.) applied by the prime contractor. Proposed fully burdened labor costs may be subject to the NAVAIR labor tripwire identified in Section M. Offerors that propose a fully burdened per employee labor cost exceeding the labor tripwire shall provide rationale in their cost proposal narrative section that justifies the reasonableness of the tripwire cost for the applicable employees.

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

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

The following definition applies:

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

For any proposed prospective hires, Contractors and Subcontractors shall propose within direct labor rate ranges stated in the attachment P4. The BLS ranges are based on data from the Bureau of Labor Statistics (BLS) wage data by area and occupation for each labor category's SOC code.

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

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

(d) When completing the Cost Summary Spreadsheet (Attachment (P6)), the Offeror shall not utilize any fully burdened hourly rates when pricing the labor of its employees.

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

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

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

- Direct labor rates by category. The Offeror is required to submit labor rates for all proposed current, contingent, and prospective hire individuals. If composite or category averages are proposed, provide a breakdown of how rates are developed. If necessary provide a narrative to describe derivation of labor rates, use of uncompensated overtime, pools to which indirect rates are applied, historical /provisional billing rates for indirect rates for the last 3 years and description, and amount of proposed other direct costs. If the Offeror requires the use of consultants in performance of the effort, the consultant cost shall be captured under the appropriate labor CLIN not the ODCs CLIN.
- Escalation on labor. Offerors, including subcontractors, shall address escalation for all labor categories, and shall provide rationale for the specific escalation rate used. Offerors that do not include escalation, or an explanation as to why it is not included, may be considered unrealistically low and may have their proposals adjusted by the Government to include escalation in the outyears.
- Indirect costs (e.g., Overhead, Fringe Benefits, General & Administrative (G&A), etc.)
- Information needed to explain the offeror's estimating practices
- Profit/Fee: Identify profit/fee rate and total amounts proposed and identify the various cost elements to which the profit/fee is being applied. Profit, Base, Award, and Incentive fee rates, as applicable in Section B, must be clearly distinguishable. Profit/Fee shall not be applied to ODCs.
- Other Direct Costs (ODCs) by specific cost element (e.g., Travel, Material, and NMCI). Reimbursement for Travel will be in accordance with FAR 31.205-46. If the Offeror proposes burdens on the Government provided ODC estimates, the Offeror shall provide a percentage breakdown of the Offeror's indirect costs and burdens added to the Government estimates for any and all Cost Reimbursable CLINs in Section B.
- When the Offeror elects to claim Cost of Money (COM) as an allowable cost, the Offeror must submit a COM form and show the calculations of the proposed amount.

(g) As the services to be provided will not require a meaningful number of professional employees, the Government is not requesting and will not evaluate a Professional Compensation Plan.

3.4 SB Subcontracting Plans: The Large Business Offeror shall provide its SB Subcontracting Plan conforming to the requirements of FAR 19.7 and DFARS 219.7 as Annex 3, unless there is an already approved comprehensive SB Plan. The Subcontracting Plan of the apparently successful Offeror(s) will be reviewed and approved by the PCO prior to contract award. See FAR 19.702(a) (1) Statutory Requirements, regarding failure of the apparent successful Offeror to negotiate and submit a Subcontracting Plan acceptable to the Contracting Officer. The successful Offeror's approved Subcontracting Plan will be incorporated into the resultant contract.

3.5 Government Furnished Information

3.5.1 ODCs

The Government's estimate for ODCs for the prime and all subcontract efforts, unburdened is listed below:

| Ordering Period Year | Travel | Material | Field Services | Total |
|-----------------------------|---------------|-----------------|-----------------------|----------------|
| Ordering Period Year I | \$644,268.00 | \$1,159,682.00 | \$3,000,000.00 | \$4,803,950.00 |
| Ordering Period Year II | \$651,028.00 | \$1,171,850.00 | \$3,000,000.00 | \$4,822,878.00 |
| Ordering Period Year III | \$657,957.00 | \$1,184,323.00 | \$3,000,000.00 | \$4,842,279.00 |
| Ordering Period Year IV | \$665,059.00 | \$1,197,107.00 | \$3,000,000.00 | \$4,862,166.00 |
| Ordering Period Year V | \$671,970.00 | \$1,209,546.00 | \$3,000,000.00 | \$4,881,516.00 |

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

3.5.2. Labor Hours

The Government estimate is 891,200 hours for the entire work effort, exclusive of the 52.217-8 Option to Extend Services. A work-year is defined as 1,920 hours exclusive of holidays and leave. The estimated hours shall be used for pricing and setting ceiling at the IDIQ level for the CPFF labor CLINs. For evaluation purposes, the Offeror shall propose the labor categories/hours by location as outlined in Section J, Attachment P8.

3.5.3 Incumbent Information

The incumbent contractors are:

BAE Systems Technologies Solutions and Services, Inc.
520 Gaither Road
Rockville, MD 20850

The incumbent subcontractors are:

AV3, Inc.
CACI, Inc. – Federal
FGS, LLC
G8, LLC
KAIROS, Inc.
Sierra management and Technologies, Inc.

Smartronix, LLC

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 52.204-7 | System for Award Management | OCT 2018 |
| 52.204-16 | Commercial and Government Entity Code Reporting | AUG 2020 |
| 52.204-22 | Alternative Line Item Proposal | JAN 2017 |
| 52.207-1 | Notice Of Standard Competition | MAY 2006 |
| 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 | NOV 2021 |
| 52.215-16 | Facilities Capital Cost of Money | JUN 2003 |
| 52.215-22 | Limitations on Pass-Through Charges--Identification of Subcontract Effort | OCT 2009 |
| 52.222-24 | Preaward On-Site Equal Opportunity Compliance Evaluation | FEB 1999 |
| 52.222-46 | Evaluation Of Compensation For Professional Employees | FEB 1993 |
| 52.237-1 | Site Visit | APR 1984 |
| 52.237-10 | Identification of Uncompensated Overtime | MAR 2015 |
| 252.215-7008 | Only One Offer | JUL 2019 |
| 252.215-7010 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data | JUL 2019 |
| 252.215-7011 | Requirements for Submission of Proposals to the Administrative Contracting Officer and Contract Auditor. | JAN 2018 |
| 252.215-7013 | Supplies and Services Provided by Nontraditional Defense Contractors. | JAN 2018 |

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Single Award Indefinite Delivery, Indefinite Quantity (SA IDIQ) contract with Cost Plus Fixed Fee (CPFF) Level of Effort (LOE) task orders 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 May Dimitrov, Email: may.o.dimitrov.civ@us.navy.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/> or <http://www.farsite.hill.af.mil/>.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(End of provision)

5252.209-9513 ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS (SERVICES) (NAVAIR)(JUN 1993)

(a) In accordance with FAR 9.507-1, the potential conflict of interest for this solicitation in the Contracting Officer's judgment would involve any prime contractor, subcontractor, co-sponsor, parties to a joint venture, consultant or other legal entity (1) who because of activities or relationships is unable to render impartial assistance or advice to the Government, or (2) whose objectivity in performing the contemplated contract work is or might otherwise be impaired, or (3) who has an unfair competitive advantage in regards to [Insert description of weapons system involved and contractor activities that are suspect, i.e., drafting specifications, planning requirements etc.].

(b) This solicitation contains special provision clause in Section H entitled, "Organizational Conflicts of Interest", which is to appear in the awarded contract.

(c) If the offeror has checked Block one of the NAVAIR 5252.209-9511, "Conflicts of Interest Representation" in Section K, indicating a potential conflict exists, the offeror shall in accordance with the 5252.209-9510, "Organizational Conflict of Interest" clause in Section H, disclose any and all information necessary to ascertain whether an organizational conflict of interest does exist, and if so, whether a waiver should be requested.

(d) The offeror shall take all reasonable steps to obtain documentation of organizational conflicts of interest, and shall cooperate fully with the Government in resolving such issues expeditiously.

(e) Along with responses to this solicitation, offerors must either (1) submit the following information concerning any existing or planned contracts with, or interests in, the suppliers and/or equipment identified in Attachment [Insert attachment number]; or (2) state that to the best of the offeror's knowledge no such interest or contract exists:

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

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

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

(f) Documentation referred to above may be submitted in advance of proposal submission but must be submitted no later than the closing date for receipt of offers.

(g) Disclosure of Potential Conflict of Interest by Offerors.

(1) The offeror agrees to disclose, in writing and prior to the closing date for receipt of offers, any relevant facts pertaining to work previously performed or presently being performed by the offeror under private and Government

contracts wherein the subject matter includes systems, components, technology, or services identical or similar to that encompassed by the proposed contract and which might give rise to the appearance of an organizational conflict of interest. Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed.

(2) If any of the contracts identified pursuant to subparagraph (g)(1) contain an Organizational Conflict of Interest Provision, the offeror may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

(3) Any documentation submitted pursuant to this subparagraph shall identify this procurement by IFB/RFP or other appropriate number as a reference and shall be forwarded to:

**21983 Bundy Road, Building 441
Patuxent River, MD 20670**

ATTN: Organizational Conflict of Interest Material

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

5252.215-9503 ANTICIPATED AWARD DATE (NAVAIR)(FEB 1995)

The anticipated award date for this requirement is 27 March 2023. 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: Department of the Navy, ATTN: JEFFREY GUARNERO, 21983 Bundy Road, Building 441, Patuxent River, MD 20670**

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer's protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal.

Section M - Evaluation Factors for Award

SECTION M**M - (1) EVALUATION FACTORS FOR AWARD (SERVICES) (May 2022)****PART A: GENERAL INFORMATION****1.0 GENERAL**

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

2.0 EVALUATION PROCESS

In accordance with FAR 52.215-1, the Government intends to evaluate and award a contract without discussions with Offerors (except minor clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price or cost and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. All proposals will be evaluated for compliance with the terms, conditions, and requirements set forth in the solicitation. Failure to address each of the areas identified in Section L, Part B Specific Information in the proposal, may impact the resulting evaluation ratings and risk assessment.

For the Technical factor and the Sample Task and Key Personnel subfactors, a combined Technical Risk rating will be assigned. This method reflects whether the proposal meets or does not meet the minimum requirements along with an assessment of the strengths, weaknesses, significant weaknesses, and deficiencies of the proposal to determine the combined Technical/Risk rating. The benefit to the Government associated with assessed strengths along with technical risk will be considered in determining whether the Offeror's proposal rises to a level of being thorough or exceptional. Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. For the Small Business Utilization Strategy subfactor, a Small Business Utilization Evaluation rating will be assigned. Offerors are advised that during the evaluation process, a technical factor with an “Unacceptable” Technical/Risk Rating may result in the entire proposal being found unacceptable and eliminated from the competition.

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

3.0 EVALUATION FACTORS FOR AWARD

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

TECHNICAL

- a. Sample Task
- b. Key Personnel Resumes
- c. Small Business Utilization Strategy

PAST PERFORMANCE**PRICE/COST**

Factors are listed in descending order of importance. The technical subfactors are also in descending order of importance.

Technical and past performance factors, when combined, are significantly more important than cost/price.

Cost/price is not the most important evaluation factor, but its degree of importance will increase commensurably with the degree of equality among different Offeror's Technical and Past Performance proposals.

PART B: SPECIFIC INFORMATION**1.0 TECHNICAL**

The evaluation will include an assessment of the following:

The Government will evaluate the Offeror's proposal to determine the Offeror's understanding of, approach to, and ability to meet the solicitation requirements. The Government will assess the Offeror's Technical proposal with respect to its compliance with the solicitation requirements and the risk associated with the Offeror's approach. The evaluation will also include the following:

1.1 Sample Task: The Government will evaluate each Offeror's proposed approach to the Sample Task to assess its demonstrated ability to meet requirements, adequacy of its approach, understanding of requirements, perceived benefits, and associated risks. The goal of this sample task is for the Government to determine, through the Offeror's response to this sample task, that the Offeror has the skills and experience to successfully accomplish the efforts identified in the Statement of Work (SOW), has an understanding of the SCMS Division Contractor/Sponsor working relationships, and realizes the rapid and tailored approach required.

1.2 Key Personnel Resume's: The Government will evaluate all proposed Key Personnel based on the resumes submitted to determine if each individual meets the minimum qualification requirements for labor category for which the individual is proposed. In addition, Key Personnel proposed to be utilized in the performance of this effort whose labor qualifications exceed the minimum qualification requirements, in such areas as education and experience may be considered a strength if the Government determines that the proposed qualification will be advantageous to the Government during contract performance.

1.3 The Offeror's strategy for utilizing Small Business, Small Disadvantaged Business, Women-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business concerns, compliance with any minimum required Small Business goals as identified in Section L, as well as its consistency with the proposed Small Business Subcontracting Plan (if applicable) will be evaluated;

- (1) The extent to which such firms are specifically identified in proposals;

- (2) The extent of commitment to use such firms (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones;
- (3) The complexity and variety of the work small firms are to perform (i.e. the Government may find favor in higher complexities of subcontract offerings with small business concerns).

The Offeror's failure to meet the subcontracting requirement of 22% of the total subcontracted value will be deemed unawardable.

2.0 PAST PERFORMANCE

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

The second aspect of the past performance evaluation is to evaluate how relevant the Past Performance being evaluated is to the requirements of this solicitation. The Government will use the following aspects to determine relevancy for this evaluation: demonstrates performance relative to scope, magnitude, and complexity of the procurement under consideration and relevance of the performance to the requirements of the SOW in Section C of the solicitation.

The third aspect of the past performance evaluation is to evaluate the overall quality of the Offeror's recent relevant, past performance. The Government will evaluate the Offeror, principal subcontractors, and JV team members performance and focus its evaluation on the following areas:

1) meeting technical requirements, i.e., the quality of technical performance; 2) meeting schedule requirements, e.g., on time or late delivery; 3) controlling contract cost; 4) managing the contracted effort; 5) utilization of small business; 6) regulatory compliance, and 7) the demonstrated systemic improvement actions taken to resolve past problems. A separate quality rating will not be assigned, rather the past performance confidence assessment rating is based on the Offeror's overall record of past performance taking into account the recency, relevancy, and quality of performance.

4.0 PRICE/COST

Cost Reimbursement CLINs:

Except for otherwise unacceptable proposals when awarding on initial proposals, the Government will perform a cost realism analysis to determine the most probable cost (MPC) for each applicable offeror's proposal. Cost realism analysis is the process of independently reviewing and evaluating specific elements of each Offeror's proposed cost to determine whether the proposed cost is realistic for the work to be performed and are consistent with the unique methods of performance and materials described in the Offeror's technical proposal. In conducting its cost realism analysis, the Government will review the Offeror's submitted labor categories and compare the proposed direct labor rates to the rate ranges provided in Section J, Attachment P4 or within the same geographic zone where the work is to be performed. Caution: Offerors (and subcontractors) are advised that failure to provide rationale to support a proposed direct labor rate for a prospective hire which is lower than the ranges set forth in Attachment P4 will result in a determination that the rate(s) are not realistic or fair and reasonable and the Offeror will not be eligible for award.

The BLS ranges are based on data from the Bureau of Labor Statistics (BLS) wage data by area and occupation for each labor category's SOC code. Pertinent cost information, including but not limited to DCAA-recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government determination of the MPC for the performance of this contract.

The MPC is an Offeror's total cost, including fee, and any additional adjustments the Government has determined necessary to make the proposed cost realistic for all periods. The Government will use the results of its cost realism analysis to determine the MPC of performance for each Offeror. The MPC may differ from the proposed cost. The

higher of the MPC or proposed cost will be used for purposes of evaluation to determine the best value. Contract awarded value, however, will be based upon the successful Offeror's proposed costs.

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

5.0 Overall Summary Level for all CLINs

Prospective Offerors are forewarned that if there are discrepancies between Section B, Attachment (P6), and Volume 3 Narrative, Section B prevails.

6.0 EVALUATION OF OPTIONS

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

7.0 TOTAL EVALUATED PRICE

The total evaluated price will be the sum of the Most Probable Cost for all Ordering Period Years plus the six-month Option to extend (52.217-8)

PART C: EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS

The definitions below will be used by the Government when assessing solicitation compliance and the expected results of the Offeror's proposed approach.

1.0 EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS

The definitions below will be used by the Government when assessing solicitation compliance and the expected results of the offeror's proposed approach. The appropriate adjectival rating will be assigned to each factor and subfactor, as required. The Government will utilize a combined technical/risk rating for this effort.

2.0 TECHNICAL EVALUATION RATINGS

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

| COMBINED TECHNICAL/RISK RATING | |
|--------------------------------|--|
| Rating | Description |
| Outstanding | Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low. |
| Good | Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate. |

| | 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. |
| Marginal | Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. |
| Unacceptable | Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high. |

| Rating | Description |
|--------------|--|
| Low | Proposal may contain weakness/weaknesses which have low potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor emphasis and normal Government monitoring will likely be able to overcome any difficulties. |
| Moderate | Proposal contains a significant weakness or combination of weaknesses which may have a moderate potential to cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome any difficulties. |
| High | Proposal contains a significant weakness or combination of weaknesses which is likely to have high potential to cause significant disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will unlikely be able to overcome any difficulties. |
| Unacceptable | Proposal contains a deficiency or a combination of significant weaknesses that causes an unacceptable level of risk of unsuccessful performance. |

3.0 PAST PERFORMANCE RELEVANCY RATINGS

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

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

4.0 PERFORMANCE CONFIDENCE ASSESSMENT RATINGS

The Government will employ the Performance Confidence Assessments Rating Method described in the table below. In the case of an Offeror without a record of recent relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably

assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown or neutral past performance.

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

| Rating | Description |
|-------------------------|--|
| Substantial Confidence | Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort. |
| Satisfactory Confidence | Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort. |
| Neutral Confidence | No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance. |
| Limited Confidence | Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort. |
| No Confidence | Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort. |

5.0 SMALL BUSINESS UTILIZATION EVALUATION RATINGS

| Rating | Description |
|--------------|--|
| Outstanding | Proposal indicates an exceptional approach and understanding of the small business objectives. |
| Good | Proposal indicates a thorough approach and understanding of the small business objectives. |
| Acceptable | Proposal indicates an adequate approach and understanding of the small business objectives. |
| Marginal | Proposal has not demonstrated an adequate approach and understanding of the small business objectives. |
| Unacceptable | Proposal does not meet small business objectives. |

6.0 OTHER DEFINITIONS

Strengths: an aspect of an offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance.

Significant Strength: an aspect of an Offeror's Proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance. (FAR15.001)

Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance. (FAR 15.001)

Deficiency: a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level. (FAR 15.001)

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

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

Risk: as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.