

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING Unrated		PAGE 1		OF 129		PAGES			
2. CONTRACT NUMBER			3. SOLICITATION NUMBER N6833522R3000			4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)			5. DATE ISSUED 04/11/2022			6. REQUISITION/PURCHASE NUMBER N68335-22-R-3000		
7. ISSUED BY NAVAIR Aircraft Division Lakehurst Contracts Hwy 547 Code 2.5.2 Bldg 562-1 Lakehurst, NJ 08733-5060						8. ADDRESS OFFER TO (If other than item 7) SEE BLOCK 7								

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in N/A until 0100 local time 05/12/2022
(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 Charlie Gill	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS charles.j.gill15.civ@us.navy.mil
		AREA CODE 732	NUMBER 323-2739	EXTENSION	

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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 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)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXTENSION		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION See Section G	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY		CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		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.

General Information

POINTS OF CONTACT

Contract Specialist:

Kieran Connolly

Email: Kieran.m.connolly2.civ@us.navy.mil

The Contracting Officer for this solicitation is:

Hank Bell

Email: Henry.l.bell34.civ@us.navy.mil

1. The offeror must demonstrate their ability to provide facilities to support required tasking within 40 miles of Indianapolis, Indiana. Proximity of contractor facilities will be evaluated under Technical. The estimated maximum requirement needed is 35,000 square foot of lab space, staging facility and 20 office spaces during the period of performance.
2. This acquisition is a Full and Open Competition for a Seaport-NxG task order.
3. The Product Service Code (PSC) for this requirement is R425.
4. This Task Order (TO) is issued in accordance with the terms and conditions of contract **TO BE DETERMINED (TBD) AT TIME OF AWARD (TOA)**. Only clauses and provisions requiring fill-ins, or that are unique to this task order have been included in full text in this TO.
5. This task order is for a total Period of Performance (PoP) of five (5) years, inclusive of all options.
6. Clauses specified in Section B of the basic SeaPort contract are incorporated into this task order, as applicable.
7. Funding for each Contract Line Item (CLIN) will be added at the SubCLIN (SLIN) level. The task order Contracting Officer will unilaterally create informational SubCLINS during performance of the task order to accommodate multiple lines of funding that will be obligated under this order.
8. For purposes of this task order, the term "Task Order Manager (TOM)" is considered synonymous with the term Contracting Officer's Representative (COR).
9. Under SeaPort-NxG Task Order Competitions, the term "contract" means "task order."
10. Proposal validity is for a period of 210 days.
11. The SeaPort-NxG Multiple Award Contract (MAC) H-7 Substitution of Team Members and Substituting of Personnel clause applies to this procurement.
12. The SeaPort-NxG MAC H-10 "Savings" clause applies to this procurement.

Section B - Supplies and Services

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
2000	Labor for Base Period. The Contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot			
2100	Labor for Option Period I. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot			
2200	Labor for Option Period II. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot			
2300	Labor for Option Period III. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot			
2400	Labor for Option Period IV. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot			

Cost Only Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Travel for Base Period. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	
3001	Material for Base Period. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD)	1.00	Lot	
3002	Deliverables for Base Period in accordance with the CDRLs A001-A004. NOT SEPARATELY PRICED.			
3100	Travel for Option Period I. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot	
3101	Material for Option Period I. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot	
3102	Deliverables for Option I Period in accordance with the CDRLs A001-A004. NOT SEPARATELY PRICED.			
3200	Travel for Option Period II. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot	

Item	Supplies/Services	Qty	Unit	Est. Cost
3201	Material for Option Period II. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot	
3202	Deliverables for Option II Period in accordance with the CDRLs A001-A004. NOT SEPARATELY PRICED			
3300	Travel for Option Period III. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot	
3301	Material for Option Period III. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot	
3302	Deliverables for Option III Period in accordance with the CDRLs A001-A004. NOT SEPARATELY PRICED			
3400	Travel for Option Period IV. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot	
3401	Material for Option Period IV. The contractor shall provide support services in accordance with Section C. (Fund Type - TBD) Option	1.00	Lot	
3402	Deliverables for Option IV Period in accordance with the CDRLs A001-A004. NOT SEPARATELY PRICED			

The Level of Effort is a term type CPFF task order.

Cost Plus Fixed-Fee CLINs are: Labor CLINs 2000, 2100, 2200, 2300, and 2400.

Cost Reimbursement Only and NON-FEE BEARING CLINs are: Other Direct Costs: Travel CLINs 3000, 3100, 3200, 3300, 3400; and Material CLINs 3001, 3101, 3201, 3301, 3401,; and No Cost Data CLINs are: 3002, 3102, 3202, 3302, 3402.

For informational purposes only, the Government Estimate per period is as follows:

Labor Category Estimated Hours for Each Year

Labor Category	Base	Option Period I	Option Period II	Option Period III	Option Year IV
Administrator, Associate	640	640	640	640	640
Configuration Management Analyst	1,320	1,320	1,320	1,320	1,320
Purchasing Agent	2,200	2,200	2,200	2,200	2,200
Drafter/CAD Operator IV	1,680	1,680	1,680	1,680	1,680
Engineer/Scientist III **	2,520	2,520	2,520	2,520	2,520

Engineer/Scientist V **	5,200	5,200	5,200	5,200	5,200
Engineering Tech III	34,080	34,080	34,080	34,080	34,080
Logistics Analyst	2,160	2,160	2,160	2,160	2,160
Maintenance Logistician	5,760	5,760	5,760	5,760	5,760
Program Analyst	1,440	1,440	1,440	1,440	1,440
Program Manager **	3,480	3,480	3,480	3,480	3,480
Project Control	600	600	600	600	600
Quality Assurance	2,040	2,040	2,040	2,040	2,040
Software Engineer**	5,160	5,160	5,160	5,160	5,160
Supply Logistician	4,800	4,800	4,800	4,800	4,800
Systems Engineer **	12,840	12,840	12,840	12,840	12,840
Technical Writer III	3,840	3,840	3,840	3,840	3,840
Total Hours per Year	89,760	89,760	89,760	89,760	89,760
Total Hours Over 5 Year Period	448,800				

** Denotes key labor category

CLIN	Travel	Material
3000	\$239,246	
3100	\$246,424	
3200	\$253,816	
3300	\$261,431	
3400	\$269,274	
3001		\$1,196,232
3101		\$1,232,119
3201		\$1,269,082
3301		\$1,307,155
3401		\$1,346,269

Note: For proposal purposes all offerors shall use the estimated labor categories, labor hours, travel, and material costs.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVESEA)(DEC 1995) (Applicable at Task Order Level)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded.

For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)(DEC 2012) - ALT I (JUN 2013)

(a) The level of effort estimated to be ordered during the term of this contract/order is [448,400] man-hours of direct labor including authorized subcontract labor, if any. The estimated composition of the total man-hours of direct labor by classification is as follows: [See Section B Above]

(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) It is agreed that while the contractor's performance during the period set forth in paragraph (a) above is based upon an anticipated level of effort consisting of man-hours of direct labor (as may be described or defined elsewhere herein), such level of effort may fluctuate, either upward or downward, by no more than ten (10%) percent of the total anticipated man-hours. This fixed fee is agreed to be paid for man-hours expended from ninety (90%) percent to one hundred ten (110%) percent of the total anticipated man-hours. The fixed fee shall not vary with the cost of the actual effort supplied within this range. In the event that less than ninety (90%) percent of the anticipated level of effort is actually expended by the expiration date of the contract, the Government shall have the option of:

- (1) Requiring the contractor to continue to perform until the level of effort expended equals ninety (90%) percent of the anticipated 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 ninety (90%) percent of the anticipated 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.

Section C - Description/Specifications/Statement of Work

Statement of Work (SOW)

1.0 SCOPE. This Statement of Work (SOW) sets forth the requirements for non-personal professional engineering, technical and management support services in the areas of engineering and technical support services, scientific/engineering analysis and studies, test and evaluation, technical data support, field engineering, integrated logistics support, configuration management, management support services, and data management support. These services are in support of a wide variety of systems (discussed below), as well as overall management and engineering services performed in support of the Naval Air Warfare Center, Aircraft Division (NAWCAD), Lakehurst Armament/Weapons Handling Support Equipment/Weapons Control Support Equipment Branch (hereby referred to as “NAWCAD WCSE”), and PMA-201 Precision Strike Weapons related programs. NAWCAD WCSE is split between two sites, Lakehurst NJ and Indianapolis IN.

1.1 BACKGROUND. NAWCAD WCSE Indianapolis Site’s mission is to provide the Military with Rapid Deployment Capability for emerging Technology and urgent Fleet needs. This is accomplished through the following program elements:

Engineering Analysis

Aircraft System Integration

Spiral Development

Prototype Development

Software / Hardware Design and Fabrication

Operational Assessment and Testing

Integrated Logistics Support (ILS)

Interim Depot / Performance Based Logistics

Acquisition support

While WCSE Indianapolis Site performs a broad range of tasks for military programs, its primary missions are associated with PMA-260’s Common Support Equipment Division. The main assets and programs supported include, but are not limited to:

1.1.1 AN/AWM-103 Stores Management Subsystem Test Set (SMSTS). NAWCAD WCSE is designated as the lead Design and Development activity for the AN/AWM-103 Stores Management Subsystem Test Set (SMSTS). The AN/AWM-103 is a release and control test set used for pre-flight operational checks of various missile and ordnance launch interfaces on aircraft both ashore and afloat.

1.1.2 AWM-102A Stray Voltage Tester. NAWCAD WCSE is tasked with sustainment support for the AWM-102A Stray

Voltage Tester. The AWM-102A is an Organizational-Level test set used ashore and on carrier flight and hangar decks. The AN/AWM-102A measures stray voltages and proper firing voltage at CAD breeches and firing circuit interfaces.

1.1.3 USM-715 Rocket Pod Tester. NAWCAD WCSE is designated as the lead Design and Development activity for the AN/USM-715 Rocket Launcher Test Set. The USM-715 tests a rocket launcher by simulating both the aircraft/host platform and the rocket (motor) within each tube. This testing process ensures that the rocket will not launch until commanded.

1.1.4 Common Aircraft Armament Test Set (CAATS). NAWCAD WCSE is designated as the lead Design and Development activity for the Common Aircraft Armament Test Set. CAATS is an Intermediate-level test set used to test and diagnose bomb racks, aircraft pylons, missile launchers, and weapon rails. CAATS supports all Ordnance Delivery aircraft bomb racks and missile launchers. CAATS will also support Future/Smart Adapter Interfaces. The CAATS will replace the existing Common Rack and Launcher Test Set (CRALTS).

1.1.5 Common Rack and Launcher Test Set (CRALTS). The A/E37T-35A Common Rack and Launcher Test Set (CRALTS) is used by the Navy and Marine Corps to test bomb racks, pylons, missile launchers, and rocket launchers. The CRALTS is a Go/No-Go test system used in an intermediate level (I-level) maintenance environment. The test set is a fully integrated control system, power supply, and display with cables and adapters used to connect to a Unit Under Test (UUT). NAWCAD WCSE is tasked with software support and interconnecting cables / adapter development.

1.1.6 AN/ALQ-99 Tactical Jamming System Pod. NAWCAD WCSE is tasked to support integration of the AN/ALQ-99 Tactical Jamming System Pod on the EA-18G Growler. NAWCAD WCSE designed / developed the Pod Interface Unit (PIU) to provide point-of-use distributed I/O in the ALQ-99 Pod. Tasking requires PIU sustainment support, performing software support activity functions, and technical modifications as required.

1.1.7 Launcher Test Stand (LTS). NAWCAD WCSE is designated as the lead Design and Development activity for the LTS which was developed for the US Army for M299 HELLFIRE Launcher testing as well as the M36 training missile. This designation includes aircraft test instrumentation and the development of special test equipment for operational aircraft systems and armament/ordnance testing.

1.1.8 AWM-101A Hellfire Missile Test Set. NAWCAD WCSE is designated as the lead sustainment activity for the AWM-101A Test Set developed for US Army. The AN/AWM-101A is a release and control test set used for pre-flight operational checks for Hellfire missiles interfaces on multiple US Army aircraft.

1.1.9 AWM-101B Hellfire Missile Test Set. NAWCAD WCSE is designated as the lead Design and Development activity for the AWM-101B Test Set developed for US Army. The AN/AWM-101B is a release and control test set used for pre-flight operational checks for Hellfire missiles interfaces on multiple US Army aircraft. The AWM-101B will replace the AWM-101A for all US Army Hellfire applications.

1.1.10 Mobile Automated Verification Unit (MAVU). NAWCAD WCSE is designated as the lead Design and Development activity for the MAVU. The MAVU verifies US Army and Navy test equipment to confirm proper operation of a wide variety of weapons systems - HELLFIRE, torpedo and Sidewinder. The MAVU uses proven, industry standard commercial measurement components to automate the verification routines for each model of military support test equipment.

1.1.11 Equipment managed by the PMA-201 Aircraft Armament Equipment (AAE) / Fuel Containment (FC) Integrated Product Team (IPT). The AAE/FC IPT procures, modifies, and upgrades bomb racks, missile launchers (collectively referred to as Aircraft Armament Equipment, "AAE"), aerial refueling systems (ARS), external fuel tanks (EFT), and related peculiar support equipment (PSE) for the Navy and Marine Corps aircraft. Since the support equipment developed, managed, and maintained by NAWCAD WCSE interfaces with AAE/FC IPT equipment or related aircraft systems, there are many benefits to supporting PMA-201. While not directly involved with the oversight or development of their equipment, NAWCAD WCSE facilitates for PMA-201 many equipment-related activities and is often involved with their programs to ensure their equipment can be tested and supported in the fleet. Tasking includes but is not limited to analysis, development, product & platform integration, contracting, financial management, acquisition support, data package validation, procurement, production support, item fielding, product improvement, in-service technical support, Integrated Logistics Support, inventory management, Care of Supplies in Storage (COSIS), testing, maintenance, overhaul, repair, and modification.

1.1.11.1 Staging Facility. The Contractor shall provide logistics and maintenance services for AAE/FC IPT managed equipment. The services of this task instruction primarily focus on, but are not limited to the receipt, storage, staging, and re-distribution of AAE/FC IPT managed equipment to/for PMA-201 and the AAE Review Center (ARC). The Contractor will be responsible for managing up to 6000 individual items in AWIS consisting of approximately one hundred different configurations, as well as several hundred individual part numbers of supporting parts and assemblies.

1.1.11.2 Care of Supplies in Storage (COSIS). Store and perform COSIS on AAE/FC IPT managed equipment and related items (up to 6000 items). The contractor will store the equipment in contractor provided space that provides an appropriate, secured environment for the material. Following GFI procedures augmented with contractor developed processes and sound commercial practices, the Contractor shall ensure that material is appropriately preserved and stored to prevent deterioration beyond normal aging. The COSIS tasks include, but are not limited to, receiving, inspection, testing, preservation, packaging, tracking, and shipping. Location of the COSIS facility must be such that the contractor can move an item from storage to an engineering laboratory or repair shop within 2 hours.

1.1.12 Contractor Facility. The contractor shall also provide the necessary facilities, equipment, personnel, and materials for the performance of the above program elements. This includes the resources necessary to support a collaborative, integrated product team (IPT) environment (the IPT comprising contractor personnel and up to 20 NAWCAD WCSE personnel). Contractor personnel will have access to classified equipment and information, with the potential of being exposed to Secret. These tasks may require the contractor to travel to test and manufacturing locations and to meetings, presentations, and conferences.

1.1.13 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY/MATERIAL (GFE) (GFP) (GFM). The Contractor will be provided Government property as necessary to perform tasks stated in Section 3.0 of this SOW. GFP provided to the Contractor shall be accompanied by a TOM-approved Government issued property pass prior to taking off Center.

2.0 APPLICABLE DOCUMENTS. The following documents of the revision or issue in effect at the date of Task Order or as otherwise specified by the Task Order form a part of this SOW to the extent described herein. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

The Contractor shall recognize DoD's intent to utilize industry and/or commercial standards where possible. During the period of performance of this contract the DoD documents noted may be replaced by industry standards. Subsequently, the Contractor shall recommend for government approval, utilization of those industry/commercial standards where possible during the remaining performance of this contract. It is noted that since this contract is in direct support of a wide variety of weapon systems, subsystem, equipment and components, DoD standards may apply even if superseded and/or replaced by industry/commercial standards.

2.1 SPECIFICATIONS.

MIL-D-81992B Directives, Technical: Preparation of

MIL-M-9868D (2) Microfilming of Engineering Data, 35mm, Requirements for

MIL-STD-961E Specifications, Types, and Forms

MIL-STD-46855A Human Engineering Requirements for Military Systems, Equipment, and Facilities

2.2 STANDARDS.

AS9100 Quality Systems – Aerospace – Model for Quality Assurance in Design, Development, Production, Installation and Servicing

DOD-STD-2101 Classification of Characteristics

ISO 9001:2008 Quality management systems - Requirements

IEEE C63.14 Definitions and System of Units, Electromagnetic Interference Technology

MIL-STD-129P Marking for Shipment and Storage

MIL-STD-130 Identification Marking of U.S. Military Property

MIL-HDBK-781A Handbook for Reliability Test Methods, Plans, and Environments for Engineering Development, Qualification, and Production.

EIA-649 National Consensus Standards for Configuration Management

MIL-STD-1472G Human Engineering Design Criteria for Military Systems, Equipment and Facilities

MIL-HDBK-502 Acquisition Logistics

MIL-STD-461F Electromagnetic Emission and Susceptibility Requirements for the Control of Electromagnetic Interference

NTIA Telecommunications and Information Administration Manual of Regulations and Procedures for Federal Radio Frequency Management

MIL-HDBK-470A Designing and Developing Maintainable Products and Systems

MIL-DTL-24784/7C Technical Repair Standards (TRS) for Hull, Mechanical, and Electrical (HM&E) Equipment, Electronic Equipment, and Ordnance Equipment

MIL-STD-882E System Safety Program Requirements

MIL-STD-961E Specification Practices

GEIA-STD-0007-B Logistics Product Data

DOD-STD-1768 Development of Depot Technical Data, Procedures for

DoD 5220.22-M National Industrial Security Program Operating Manual

MIL-STD-881E Work Breakdown Structures for Defense Materiel Items

MIL-T-24742 (SH) Technical Repair Standards - Electronic (2Z/4G/6G/7Z/7G Repairables)

2.3 OTHER PUBLICATIONS AND REGULATIONS.

29 CFR 1910.1200 OSHA Hazard Communication Standard

40 CFR Protection of the Environment

49 CFR 173.2 Forbidden Material and Packages

AL-082AA-LPS-080 Naval Air Systems Command Logistics System Process Specification

ASME Y 14.5 Dimensioning and Tolerancing

NISO Z39.18 Scientific and Technical Reports - Preparation and Production, Presentation, and Preservation

JTR Joint Travel Regulations (Civilian)

MIL-STD-3007F Standard Practice for Unified Facilities Criteria and Unified Facilities Guide Specifications

MIL-HDBK-217F Reliability of Prediction of Electronic Equipment

MIL-HDBK-235-1 C Military Operational Electromagnetic Environment Profiles Part 1C General Guidance

MIL-HDBK-237D Electromagnetic Environmental Effects and Spectrum Certification Guidance for the Acquisition Process

MIL-HDBK-245D Preparation of Statement of Work

MIL-HDBK-259 Life Cycle Cost in Navy Acquisitions

MIL-HDBK-472 Notice 1 Maintainability Prediction

NAVFAC 11320.22 Naval Shore Establishment Fire Protection/Prevention Program

NAVFAC P-442 Economic Analysis Handbook

NAVFAC P-80 Facility Planning Factors for Naval Shore Activities

NAVSUP Pub 506 Information Processing Standards

SSP17720-4B Reporting Requirements for SSP Contracts and Cost Schedule Control Systems Criteria

NAVSEAINST 5400.57 ENGINEERING AGENT SELECTION, ASSIGNMENT, RESPONSIBILITY, TASKING AND APPRAISAL

NAVAIR 5400.23C QUALITY ASSURANCE PROGRAM OF THE NAVAL AIR SYSTEMS COMMAND

SAE AIR4845 FMECA Process in the Concurrent Engineering (CE) Environment

ECSS Q-ST-30-02C Failure modes, effects (and criticality) analysis (FMEA/FMECA)

NAWCADLKEDDR- 486600-0002 Support Equipment Drawing Practices

NAVSEAINST 4130.12B CONFIGURATION MANAGEMENT (CM) POLICY AND GUIDANCE

MIL-STD-31000 TECHNICAL DATA PACKAGES

NAVSEAINST 4790.3B POLICY AND RESPONSIBILITY FOR PROCESSING PLANNED MAINTENANCE SYSTEM (PMS) TECHNICAL FEEDBACK REPORTS

DOD-D-4245.7 TRANSITION FROM DEVELOPMENT TO PRODUCTION

DOD-D-4151.9 DOD TECHNICAL MANUAL PROGRAM MANAGEMENT

OPNAVINST 5000.49 DEFENSE ACQUISITION BOARD

SD-22 Diminishing Manufacturing Sources & Material Shortages (DMSMS) Guidebook

Technical Instructions (see Attachment TBD to this SOW)

3.1 ENGINEERING AND TECHNICAL SUPPORT SERVICES. As specified by this SOW and applicable Technical Instructions, the Contractor shall provide engineering and technical support for the design, development, integration, test, evaluation, and engineering related logistics for the procurement, production, maintenance, disposal (life-cycle management) and related services for NAWCAD WCSE related systems, subsystems, equipment and components. These items include, but are not limited to: AWM-103 Stores Management Subsystem Test Set (SMSTS), Launcher Test Stand (LTS), Common Rack and Launcher Test Set (CRLTS A/E 37T-35), AWM-101A O-Level Release and Control Test Set, AWM-101B O-Level Release and Control Test Set, Common Aircraft Armament Test Set (CAATS), AN/ALQ-99 Tactical Jammer System – Pod Interface Unit, Mobile Automated Verification Unit (MAVU), PMA-201 AAE/FC IPT managed

equipment, USM-715 Rocket Pod Tester, AWM-102A Stray Voltage Tester. Engineering support requires prototype design; prototype, developmental, qualification and OPEVAL fabrication and testing, product engineering, ordnance to electronics integration, test fixture design and prototyping, value engineering, systems integration, reverse engineering, safety and failure analysis, demilitarization/ disposal engineering, repairs both at NAWCAD WCSE locations and in other locations and other functions as described in NAVSEAINST 5400.57.

3.1.1 Quality Assurance Support. The Contractor shall provide the Quality Assurance services identified in ISO 9001 or AS9100 for requirements and other specifications and standards as may be specified by this SOW and applicable Technical Instructions (e.g., NAVSEA OD 46574, NAVAIRINST 5400.23C POLICY AND RESPONSIBILITY FOR PROCESSING PLANNED MAINTENANCE SYSTEM (PMS) TECHNICAL FEEDBACK REPORTS, MARINE CORPS ORDER 4855.2, AR 702-4, ISO 9000 or AS9100 and related documents). With respect to systems, subsystems, equipment and components, these services may apply to any or all of the life cycle phases of the product. This requires the following: conceptual design phase, demonstration and validation phase, full scale engineering phase, production/deployment and operational support (new build as well as repair and refurbishment) phase, logistic support and disposal phase. Services provided by the Contractor shall be in response to a quality assurance package of requirements identified by the individual Technical Instructions. The requirements associated with a given Technical Instruction may relate to the product, process, procedures, personnel, plant and/or plans identified with a specific body of work. The requirements package will be derived from a list of requirements defined in the individual Technical Instructions.

3.1.2 Quality Assurance Analyses. The Contractor shall perform quality assurance analyses and prepare quality assurance planning documentation on systems, subsystems, equipment and components as specified by this SOW and applicable Technical Instructions and provide reports with recommendations and supporting data to the Government. These tasks require the assimilation of quality assurance data, preparation of quality assurance plans, evaluation of quality assurance data supplied by the Government, and other related tasks in accordance with ISO 9001 or AS9100 and as required by Technical Instruction. The Contractor shall also attend quality assurance program reviews on specified systems, subsystems, equipment and components; record and report any discrepancies/ problems, and formulate recommendations, along with their respective justifications, to resolve these discrepancies/ problems.

3.1.3 Systems Integrations. As required by this SOW and applicable Technical Instructions, the Contractor shall identify and document data to ensure system, subsystem, equipment and component compatibility; identify and provide recommended solutions to interface problems; review and monitor system tolerances; perform system tests to assess performance, safety, operability, reliability and maintainability; and review engineering change proposals for impact on systems interfaces in accordance with Government furnished information. The Contractor shall record all recommendations made to the Government and annotate with rationale and justification all assumptions used to arrive at the recommendations.

3.1.4 Acquisition Engineering. As required by this SOW and applicable Technical Instructions, the Contractor shall review and prepare technical specifications in support of procurements in accordance with Government furnished information. The Contractor shall analyze design data to determine defects detracting from system, subsystem, equipment or component's capability to perform to its intended operational requirements and to satisfy all specification requirements. The Contractor shall review production engineering changes, waivers, deviations, and/or alterations for their impact on performance, reliability, maintainability, availability, quality, safety, and life-cycle cost. The Contractor shall also prepare independent cost estimates with detailed supporting schedules in accordance with MIL-HDBK-259 and perform, as specified by Technical Instruction, production cost estimate analyses and provide the Government with justification for any recommendations made.

3.1.5 Maintenance Engineering. As specified by this SOW and applicable Technical Instructions, the Contractor shall develop and maintain maintenance concepts tasks and criteria for all levels of maintenance; perform design reviews and test evaluations to minimize maintenance support; define tasks to be performed at all levels of maintenance; prepare or evaluate technical documentation such as repair standards, drawings, specifications, test plans and procedures, and allowance parts lists; compare or review maintenance facility design criteria; develop or review personnel training criteria; develop or review provisioning of parts; establishing part replacement factors and source maintenance and recoverability coding; review production engineering changes for impact on maintenance support; prepare/review installation design and physical layout for reliability and ease of maintenance; and develop or review installation standards and practices. The Contractor

shall develop maintenance concepts and criteria in accordance with applicable documents identified in individual Technical Instructions and provide to the Government all justification for any assumptions used.

3.1.6 Reverse Engineering. As specified by this SOW and applicable Technical Instructions, the Contractor shall perform reverse engineering on NAWCAD WCSE related systems, subsystems, equipment and components and deliver to the Government a design disclosure technical data package meeting the requirements of MIL-STD-31000, DOD-STD-2101, and ASME Y 14.5. The Government will provide to the Contractor one or more copies each, unless stated otherwise, of the systems, subsystems, equipment and components and all available documentation. Details concerning the substitution of piece parts and requirements concerning logistic equivalency (exact reproductions) will be provided by Technical Instruction. As required by the Technical Instruction, the Contractor shall produce prototypes of hardware resulting from reverse engineering. Prototype quantity shall not exceed the quantity necessary for validation and will be specified by the Technical Instruction.

3.1.7 Manufacturing Engineering and Technology Support. As required by this SOW and applicable Technical Instructions, the Contractor shall prepare manufacturing procedures and/or processes for systems, subsystems, equipment and components. The Contractor shall perform manufacturing engineering and technology services related to the following delineated tasks:

Design (manual and Computer Aided Drafting (CAD)/Computer Aided Manufacturing (CAM) of electro-mechanical or mechanical items.

Equipment and facility requirement studies and planning.

Production cost estimating.

Production "make-or-buy" decision-making analysis.

Production capability assessment studies and surveys.

Production engineering.

Production/process evaluation.

Manufacturing process development.

Development of CAD or CAD/CAM media.

3.1.8 Safety Engineering. As specified by this SOW and applicable Technical Instructions, the Contractor shall prepare system safety program plans, safety site surveys/plans, tracking procedures, hazard lists, hazard analyses, safety evaluation and testing plans/procedures, reports, safety related ECPs, and other safety and hazard engineering documents. As specified by Technical Instruction, the Contractor shall evaluate and annotate Government furnished system safety program plans, tracking procedures, hazard lists, safety evaluation and testing plans/procedures, reports, safety-related ECPs, and other safety and hazard engineering documents. Evaluation shall be for compliance with MIL-STD-882E and other specified requirements. The Contractor shall recommend changes to documents to more precisely define safety objectives and facilitate their translation into functional hardware and software. The Contractor shall attend System Safety Program Reviews and monitor Hazard Tracking and Risk Resolution efforts. The Contractor shall also perform safety analyses on systems, subsystems, equipment and components and provide the Government with reports concerning their safety hazards, potential safety hazards, and possible solutions.

3.1.9 Human Engineering. As required by this SOW and applicable Technical Instructions, the Contractor shall evaluate and annotate Government furnished human engineering program plans, analysis reports, test plans/procedures, and other human engineering related documentation. Evaluation shall be for compliance with MIL-STD- 46855A. The Contractor shall check engineering drawings for design compliance with MIL-STD-1472G, report discrepancies, and submit recommendations with supporting evidence for resolution. The Contractor shall attend human engineering reviews and demonstrations, testing, and mockup/model reviews: record discrepancies; and formulate recommendations for resolution.

3.1.10 Demilitarization Engineering. As specified by this SOW and applicable Technical Instructions, the Contractor shall prepare/review explosive item demilitarization plans and procedures for compliance with NAVSEAINST 4570.1 and prepare recommendations for Design Agents to incorporate safe reliable means to prepare explosive components for disposal.

3.1.11 Engineering Change Kits. As specified by this SOW and applicable Technical Instructions, the Contractor shall develop, assemble using GFM, deliver and install Engineering Change Kits in accordance with MIL-D-81992B. Contractor may, for example, be tasked to install kits system-wide, or on selected NAWCAD WCSE Systems, or in accordance with a Notice of Revision (NOR) or other change directive, including rework or other needed modifications. Source material, special equipment, and tools may be provided to the Contractor as GFI and GFM.

3.1.12 Engineering Change Proposal (ECP) Preparation. The Contractor shall prepare, review, analyze, and assess Engineering Change Proposals from documentation provided as GFI and make recommendations for Engineering Change Orders and Technical Directives with supporting rationale. As specified by this SOW and applicable Technical Instructions, the Contractor shall develop, prepare, validate, and deliver ECPs in accordance with EIA-649 and shall also develop, prepare, validate, and deliver engineering change Technical Directives (TDs) per MIL-D-81992B.

3.1.13 Meeting Representation. As specified by this SOW and applicable Technical Instructions, the Contractor shall provide qualified personnel to attend design reviews, technical problem meetings, user conferences, and program status reviews. The Contractor may represent the government at meetings in the capacity of an advisor, presenter, expert, listener, and minutes/note keeper; however, the Contractor shall never function for the government in voting or other decision-making capacity. The individuals shall present briefings and record and distribute minutes and action items.

3.1.14 Design Engineering. On NAWCAD WCSE related systems, subsystems, equipment and components as specified by this SOW and applicable Technical Instructions, the Contractor shall develop and/or fabricate engineering design, development, qualification, OPEVAL and production prototypes; modify original designs; identify and/or complete design validation testing; prepare technical data packages, product assurance and safety requirements; prepare maintenance support documentation; review engineering changes, waivers and deviations for impact on design, performance, safety, and producibility; develop test equipment, tools, jigs and fixtures to support production acceptance, life-cycle quality evaluation and maintenance of systems, subsystems, equipments, and components. Prototypes are component, fixture or equipment or group of equipments. This definition is not limited to one (1) item but is of sufficient quantity to validate the design. Exact numbers may vary. Repair, change and/or modification may be required to perfect the design.

3.1.15 Design Review. The Contractor shall review and evaluate NAWCAD WCSE related system, subsystem, equipment and component designs provided as Government furnished information to establish compliance with mission and other specified requirements. This requires analyses to identify potential impacts on performance, reliability, containability, user interface, logistics, schedule, and cost. The Contractor shall attend design review meetings as required by the individual Technical Instructions. The Contractor shall provide a written evaluation of design or design changes as specified by Technical Instruction, along with the rationale after completing the analysis.

3.1.16 Production Engineering Support and Evaluation. The Contractor shall ensure that sufficient data has been generated for systems, subsystems, equipment and component reproducibility, shall perform production related engineering tasks, and shall evaluate system, subsystem, equipment and component manufacturing proposals in accordance with specifications delineated in this SOW and applicable Technical Instructions. The Contractor shall evaluate and develop procedures and acceptance criteria for test and evaluation; maintenance and logistics requirements; and manufacturing processes, methods, and technologies incident to development and initial production for new systems, subsystems, equipment and components and major modification or improvement programs for existing systems, subsystems, equipment and components.

3.1.17 Manufacturing Engineering. The Contractor shall review and analyze manufacturing technologies and/or processes both in Government and in the private sector and provide a report to the Government on their application to Government system, subsystem, equipment and component acquisitions. In the event that the technologies and/or processes involve propriety information, the Contractor will enter into a non-disclosure agreement with the manufacturer, if possible. The Contractor shall provide any assumptions made or rationale used in completing the analysis. The Contractor shall prepare manufacturing procedures and/or processes and submit to the Government as specified by this SOW and applicable

Technical Instructions.

3.1.18 In-Service Engineering. As required by this SOW and applicable Technical Instructions, the Contractor shall review and prepare plans and reports in support of in-service engineering efforts. The Contractor shall review or prepare reports and test plans and performs analyses to determine causes of defects and malfunctions. The Contractor shall review or prepare corrective action plans to return the NAWCAD WCSE System or components to service. Plans will include schedules, cost estimates and analysis of impact.

3.1.19 Design and Development. As required by this SOW and applicable Technical Instruction, the Contractor shall prepare, review or support design of new items and improvements to existing items. All designs and design changes shall be documented in their as-built configuration and presented as Level II or Level III drawings and specifications, unless otherwise requested in the Technical Instruction. Presentation will be in electronic format accessible to Government personnel.

3.2 SCIENTIFIC/ENGINEERING ANALYSES AND STUDIES. As specified by this SOW and applicable Technical Instruction, the Contractor shall evaluate proposed engineering changes, perform feasibility studies, and investigate and resolve issues in the areas of technology application and insertion, and item performance and reliability. The Contractor shall submit findings to the Government to also include any assumptions made or rationale used in arriving at conclusions.

3.2.1 Operations Research Support. As required by this SOW and applicable Technical Instruction, the Contractor shall construct, modify and/or perform statistical/analytical investigations of and with mathematical/computer simulation models. This may require aerodynamic modeling, interior and exterior ballistic modeling, missile fly-out modeling, tactics investigation through simulation, establishment of optimization techniques, derivation of decision theories, development of inventory control models, conducting probability and statistical theories, and providing independent analytical assessments of systems, subsystems, equipment, components and other organizational structures. The Contractor shall perform and document requirements studies and hardware definitions, and participate, coordinate, and conduct field testing at NAWCAD WCSE locations or any Fleet or Shore Station location worldwide as required by Technical Instruction and in accordance with Government furnished information.

3.2.2 Engineering Investigations. As specified by this SOW and applicable Technical Instruction, the Contractor shall perform on-site engineering investigations to evaluate item reliability, maintainability, availability, logistics support, and configuration status in accordance with applicable drawing specifications and appropriate status in accordance with applicable drawing specifications and appropriate Integrated Logistics Support Plan (ILSP) and Configuration Management (CM) plans. The Contractor shall report the results of such investigations along with recommendations and the basis for those recommendations as specified in the Technical Instruction. The Contractor shall organize and attend on-site working sessions in the fleet to resolve problems and improve performance in the areas of maintenance and operation in order to satisfy the requirements in the Technical Instruction.

3.2.3 Manufacturing Engineering Analyses. As specified by this SOW and applicable Technical Instructions, the contractor shall review and analyze fabrication technologies and/or processes in both Government and the private sector and provide a report to the Government on their usability to Government acquisitions, development, and application for Government use. The contractor shall provide any assumptions made or rationale used in completing the analysis.

3.2.4 Engineering Analyses. The Contractor shall perform engineering analyses and studies for systems, subsystems, equipment and components development and in-service support activities as specified by this SOW and applicable Technical Instructions. Such analyses require: finite element modeling and analysis for vibrations, shock and thermal impacts; and mechanical modeling and simulation.

3.2.5 Field Data Analysis. As specified by this SOW and applicable Technical Instruction, the Contractor shall perform and/or observe portions of field and flight tests at test locations and perform field data analysis on systems, subsystems, equipment and components both at NAWCAD WCSE locations and other locations worldwide. The Contractor shall identify existing Government sources of information, collect available maintenance and/or test data with Government assistance, analyze this data, identify trends or problems affecting mission requirements, and submit recommendations with associated rationale for changes to design or maintenance requirements to improve availability and performance. The

Contractor shall use maintenance reporting systems that are currently operational within the Government at the date of Technical Instruction. If such systems do not meet Technical Instruction requirements, the Contractor shall recommend changes or improvements to these systems for Government consideration.

3.2.6 Reliability. As described in this SOW and applicable Technical Instructions, the Contractor shall perform reliability predictions per Task 203 of MIL-HDBK-217, MIL-STD-781, and submit properly completed FMECA-Maintainability Information Worksheets. The Government will provide the Contractor design, configuration, and mission data and access to Government personnel to enable the Contractor to adequately perform these predictions. The Contractor shall evaluate and annotate reliability predictions prepared by development Contractors and submit them with any supporting information to the Government. For fielded systems, subsystems, equipment and components, the Contractor shall collect, categorize, and summarize field data to verify previous reliability predictions and identify trends and design changes to improve reliability. For Non-Developmental Item (NDI) systems, subsystems, equipment and components the Contractor shall perform the same work regarding reliability although to a tailored Task 203, as specified by the Technical Instruction.

3.2.7 Maintainability. The Contractor shall perform maintainability analyses and prepare maintainability planning documentation in accordance with MIL-HDBK-470A, MIL-HDBK-472, and on systems, subsystems, equipment or components as specified by this SOW and applicable Technical Instructions. Their tasks involve:

Generation of Maintainability Program Plans

Formulation of Maintainability Predictions

Maintainability Analyses to include maintenance concepts, preventive maintenance studies, personnel and facility constraints identification, and evaluation of equipment troubleshooting techniques and procedures.

Maintainability Design Criteria Studies

Maintainability Demonstration Testing

The Contractor shall perform/attend maintainability program reviews on systems, subsystems, equipment or components as specified by Technical Instruction, record and report any discrepancies/problems, formulate recommendations to resolve these discrepancies/problems and submit these recommendations with supporting rationale to the Government.

3.2.8 Failure Modes and Effects Analysis. As specified by this SOW and applicable Technical Instructions, the Contractor shall perform an independent Failure Mode, Effects, and Criticality Analysis (FMECA) on system, subsystem, equipment or component design in accordance with SAE-AIR 4845, ECSS Q-ST-30-02C, and deliver to the Government completed FMECA-Maintainability Information Worksheets. The Government will provide a complete description of the subject design, its performance requirements and access to the Government design staff.

3.2.9 Maintenance Data Analysis. As specified by this SOW and applicable Technical Instructions, the Contractor shall analyze the Navy's maintenance data with respect to system, subsystem, equipment or component's reliability and maintainability. The Government will provide access to the maintenance data. The Contractor shall provide the results of this analysis in accordance with individual Technical Instruction specifications and requirements and involves Mean Time Between Failure (MTBF), replaceable item failure rates, and operational availability.

3.2.10 Failure and Field Performance Analysis. The Contractor shall investigate failures of systems, subsystems, equipment and components to isolate the causative defect and recommend to the Government possible corrective actions. The Contractor shall perform an analysis of system, subsystem, equipment and component performance through an assessment of data generated during fleet maintenance, testing, or training exercised. Analyses may also be required for failures/performance at NAWCAD WCSE locations and the shore stations and may take place at any location worldwide. The analyses to be performed by the Contractor shall be in accordance with requirements stated in the Technical Instruction and involves system performance data, maintenance data, mishap reports, and false rejection data. The Contractor shall perform Technical Feedback Reports in accordance with NAVSEAINST 4790.3B, as specified by the Technical Instruction.

3.2.11 Security Requirements.

SECURITY: 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 SECRET, with a safeguarding level of 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. 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 (Controlled Unclassified Information; Legacy FOUO; Covered Defense Information). Distribution is authorized to the Requiring Office's Organization and supported Activity only. Other requests for deliverables under this contract shall be referred to the TPOC/COR of this contract for approval.

Controlled Unclassified Information including Legacy FOUO and Covered Defense Information (meeting the definition of 48 CFR 252.204–7012(a)) generated and/or provided under this contract shall be marked and safeguarded as specified in DoD Instruction 5200.48, Controlled Unclassified Information (CUI). available at

<https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/520048p.PDF>.

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

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 controlled unclassified information (CUI) and to control distribution of CUI in accordance with DoD 5220.22-M (NISPOM), and SECNAV M-5510.36. If the work is performed at the Government's facility, the Contractor shall comply with (Put in instructions/guidance required by your facility).

PUBLIC RELEASE: Any controlled unclassified information pertaining to this contract shall not be released for public dissemination, including posting to any social media sites such as Facebook or Twitter, unless it has been approved for public release by appropriate U.S. government authority. Proposed public releases shall be submitted for approval prior to release through

PEO (T), Public Affairs Office

47123 Buse Road, RADM William A. Moffett Building,

Patuxent River, MD 20670-1547.

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

Assignment of responsibility for OPSEC direction and implementation.

Issuance of procedures and planning guidance for the use of OPSEC techniques to identify vulnerabilities and apply applicable countermeasures.

Establishment of OPSEC education and awareness training.

Provisions for management, annual review, and evaluation of OPSEC programs.

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. Protect sensitive unclassified information and activities, which could compromise classified information or operations, or degrade the planning and execution of operations performed by the RO and contractor in support of the mission.

3.2.12 Electromagnetic Analysis. The Contractor shall perform and document engineering analyses, studies, and testing concerning the areas of electromagnetic interference (EMI), electromagnetic compatibility (EMC), electromagnetic pulse (EMP) penetration and hardening protection support for systems, subsystems, equipment and components in accordance with MIL-HDBK-235-1C, MIL-HDBK-237D, MIL-STD-461F, and as specified by Technical Instruction. The Contractor shall provide reports to the Government with supporting rationale for any assumptions made during the preparation of these reports. Engineering investigations in this area will require analyses on the following additional topics and items.

Mechanical and electronic packaging technology.

Mechanical and thermal modeling.

Item packaging and mounting technologies.

Component design and integration.

System, subsystem, equipment and component testing (electronic and mechanical).

EMC Control Plan.

EMC Test Plan/Test Report

3.2.13 Environmental Impact Statements. For systems, subsystems, equipment, components and facilities specified by Technical Instruction, the Contractor shall prepare or review environmental impact statements and assessments. The Contractor shall provide written reports on findings with assumptions made and recommendations.

3.2.14 Production Engineering Analysis. The Contractor shall analyze production costs and manufacturing problems; review production changes, waivers, and deviations; attend quality assurance audits and surveys; and identify problems and progress concerning production and quality assurance. The Contractor shall survey advanced technology approaches to similar problems both in Government and the private sector and make recommendations. The Contractor shall provide reports in accordance with the requirements that includes justification for all recommendations.

3.2.15 Diminishing Manufacturing Sources and Material Shortages (DMSMS). As specified by this SOW and applicable Technical Instructions, the Contractor shall assist the Government with implementing, managing, and executing a DMSMS plan using SD-22 as guidance. The Contractor shall conduct periodic analyses on NAWCAD WCSE equipment (not more than twice a year, per piece of equipment) to ensure the constituent parts are available from authorized sources. Any new parts to be included in the design to mitigate DMSMS shall be demonstrated (through appropriate levels of testing and analyses) to be suitable and safe for use in the top-level assembly.

3.2.16 Cybersecurity. As specified by this SOW and applicable Technical Instruction, the Contractor shall assist the Government in ensuring WCSE equipment software and systems meet the Cybersecurity requirements set forth by the DoD and applicable military services using the WCSE equipment. Tasking includes completing Certification and Accreditation (C&A) activities and analysis required for the Risk Management Framework (RMF) and related future processes when implemented, scanning software source code using automated security tools (such as Fortify), analyzing software and system architectures and demonstrating that they are compliant with Cybersecurity guidelines (for instance, Security

Technical Implementation Guidelines), testing software and associated hardware systems to demonstrate they are not vulnerable to threats as outlined in Cybersecurity guidelines, policies, and requirements. Additional tasks include support to the Functional Area Managers (FAMs) and DON Application and Database Management System (DADMS), the detailed list of software applications, as well as the DoD Information Technology Portfolio Repository-DON (DITPR-DON). Support with acknowledging, reporting applicability, reporting compliance or non-compliance, and creating or submitting mitigation plans for Information Assurance Vulnerability Management (IAVM) and Communication Task Orders (CTOs) in the Vulnerability Remediation Asset Management (VRAM).

3.3 TEST AND EVALUATION. The Contractor shall test and evaluate systems, subsystems, equipment and components as specified by this SOW and applicable Technical Instructions both locally and at other test sites and locations. As specified by Technical Instruction, the Contractor may be required to provide test sites and equipment along with testing services including, but not limited to, ranges and equipment for testing a variety of electronics/avionics and ordnance equipment. Tasks required are: routine repair, retrofit, systems integration, calibration and testing; in-line repair and testing; operation of test equipment; coordinate test schedules; preparing inputs for test plans; reviewing test plans and procedures; conducting or monitoring system, subsystem, equipment or component testing; adjusting units under test; analyzing test results; determining valid recommendations and conclusions based on test data; and preparing formal reports. Any equipment repair required keeping the test and evaluation process operating is part of this tasking as defined by individual Technical Instructions. As specified by the Technical Instruction, the Contractor shall submit evaluations along with the rationale for these evaluations to the Government.

3.3.1 Test Plans and Procedures. As specified by this SOW and applicable Technical Instructions, the Contractor shall develop system, subsystem, equipment and component test plans from program requirements and information provided by the Government. Such test plans may require:

Test and Evaluation Strategy (TES) (DOD-D-5000.3-M-1)

TECHnical EVALuation (TECHEVAL) plans (NAVAIR 3960.2C)

Operational EVALuation (OPEVAL) plans (NAVMATINST 3960.7)

System Qualification and First Article as specified by Technical Instruction

Qualification Test Plans as Specified by Technical Instruction

Production Acceptance Test and Evaluation Plans (PAT&E) As Specified by Technical Instruction

Quality Evaluation Test Plans as Specified by Technical Instruction

The Contractor shall evaluate and annotate test plans originated by other agencies/contractors provided as Government furnished information. Evaluation of plans and procedures shall be for compliance with specified requirements, for adequacy to demonstrate or control system, subsystem, equipment and component quality and performance, and for ease of implementation, in accordance with detailed requirements specified by Technical Instruction. The Contractor shall submit an evaluation report on the adequacy of such plans and provide rationale and assumptions made. The Contractor shall also develop detailed test procedures implementing test plan requirements in areas that require environmental and biological hazard analysis, radiographic procedures, chemical procedures, electronic and electrical procedures, explosive component procedures, mechanical and hydraulic procedures, and thermal procedures.

3.3.2 Test Data Collection/Review/Analysis. As specified by this SOW and applicable Technical Instructions, the Contractor shall collect, review and analyze system, subsystem, equipment or component test data and perform pre-test methodology analyses in the following categories:

Development tests and evaluations (experimental, engineering, and demonstrations)

Operational tests and evaluations (TECHEVAL and OPEVAL)

Production acceptance tests and evaluations (qualification, production acceptance, environmental stress screening, and factory / Government acceptance)

Other testing: The Contractor shall formulate recommendations, with justification, to correct any system, subsystem, equipment and component performance, quality, maintenance, or mission impacting problems.

The Contractor shall recommend improvements to design, configuration, materials, construction, or other criteria Technicalresulting from the test data reviews and deliver those recommendations along with justification for those recommendations to the Government.

3.3.3 Test Monitoring. As specified by this SOW and applicable Technical Instructions, the Contractor shall attend tests performed at test sites both Government and private to review the appropriate test results. Monitoring may require use of high-speed cameras, infrared radiation measuring devices and other highly sophisticated tracking and measuring equipment. Particular attention shall be paid to ensure that test procedures are approved and followed, and that discrepancies occurring during tests are documented and corrected in accordance with approved test plans and resolved in accordance with specified requirements. The Contractor is authorized to make recommendations only; acceptance and signing of acceptance documents are limited to the Government.

3.3.4 Test Report Preparation. As specified by this SOW and applicable Technical Instruction, the Contractor shall review, reduce, analyze and interpret raw data produced during test series. The Contractor shall develop and provide both interim and final reports of laboratory/test site investigations. The Contractor shall be required to integrate text and graphics into the final version. The Contractor shall verify classification markings, format accuracy and provide document control. Specific sections of these reports shall be used as attachments to the final report submitted by the Government.

3.4 TECHNICAL DATA SUPPORT. The Contractor shall develop engineering technical data packages, review such packages (furnished as GFI) for technical accuracy, prepare subsequent changes for inclusion to the data package, make recommendations for changes with supporting rationale and upon approval by the Government incorporate those changes into the technical data package. The Contractor shall evaluate these changes for their immediate or potential impact upon the data package. Delivered data packages shall meet the requirements as specified by the Technical Instruction.

3.4.1 Engineering Drawing Maintenance. The Contractor shall prepare or modify engineering drawings and associated lists to meet the requirements of DOD-STD-2101, MIL-STD-31000 and ASME Y14.5 for systems, subsystems, equipment, components and facilities as specified by this SOW and applicable Technical Instructions. The Government will provide as GFI change descriptions and drawing originals and sketches of draft versions of the drawings. Technical Instructions will specify the required format of the drawings (for example, CAD-2, AutoCAD, ComputerVision, Computer-Aided Acquisition and Logistics Support (CALS) and Engineering Data Management Information and Control System (EDMICS)). Prior to delivering completed drawing packages, the Contractor shall inspect each new or modified drawing to ensure compliance with ASME Y 14.5. Existing drawings which satisfy the contractually specified MIL-STD-31000 type, but which are not in compliance with ASME Y 14.5 drawing practices, shall not be redrawn solely to meet the requirements of ASME Y 14.5 unless otherwise specified to do so by the Technical Instruction.

3.4 2 Document Filming, Duplication and Media Transfer. As required by this SOW and applicable Technical Instructions, the Contractor shall film drawing, duplicate aperture cards and perform other tasks as requested for media transfer and duplication of technical drawings, specifications, and other documentation. Electronic storage and media transfer will generally be required.

3.4.3 Producibility Data Reviews. The Contractor shall review and annotate technical data packages for associated product reproducibility in accordance with DOD-D-4245.7. The Contractor shall examine the data packages for compliance with part specifications, dimensioning and tolerances, manufacturing processes, quality assurance procedures (including tests and inspections), proprietary parts or processes, and drawing practices as specified by Technical Instruction.

3.4.4 Data Package Preparation. The Contractor shall prepare a data package to meet the requirements of MIL-STD-31000, production drawings, utilizing Government furnished draft versions of existing drawings or MIL-STD-31000, developmental design drawings to be upgraded. The Contractor shall review Government furnished developmental design drawings and verify completeness, identify missing or incomplete data, and bring drawing standards into compliance with

DOD-STD-2101 and ASME Y 14.5. The Contractor shall recommend specifications, performance thresholds, suitable military specification (MIL-SPEC) components in the Navy supply system, methods of testing, cleaning, inspection and packaging to facilitate completion of the product drawings technical data package to meet all specifications of this SOW and applicable Technical Instructions and provide the Government with their rationale for making such recommendations. If deemed necessary by the Government, the associated equipment will be supplied to the Contractor to enable them to complete the task to requirements specified in this SOW and applicable Technical Instruction. Before acceptance by the Government, the technical data package shall meet the criteria developed as defined in paragraph 3.4.8.

3.4.5 Technical Manuals and Publications. The Contractor shall prepare or modify technical manuals for systems, subsystems, equipment or components to conform with the requirements of DOD-D-4151.9 or as otherwise specified in this SOW and applicable Technical Instructions. The Contractor shall prepare and deliver technical manuals to the Government in camera-ready, digital format, CD, electronic or other format as specified in the Technical Instruction.

3.4.6 Specifications. As specified by this SOW and applicable Technical Instruction, the Contractor shall prepare specifications for systems, subsystems, equipment and components in accordance with the requirements of MIL-STD-961E, DOD-STD-2101, and other specified requirements.

3.4.7 Associated Documentation. The Contractor shall prepare, utilizing Government furnished information, various technical documentation to support systems and programs managed by NAWCAD WCSE. This documentation involves systems, subsystems, equipment and component user guides, application notes, installation drawings and checkout procedures, and technical bulletins. The Contractor shall ascertain that the resulting documentation ensures accuracy and faithfulness to the source technical information. The source material originally provided to the Contractor by the Government may not be in the proper format as that desired for the final product.

3.4.8 Inspection and Acceptance Criteria Development. The Contractor shall, as specified by this SOW and applicable Technical Instruction, prepare and deliver a plan with inspection procedures and acceptance criteria for technical data package inspections to meet the applicable provisions of MIL-STD-31000 and MIL-STD-961E and provide the Government with supporting rationale for each inspection and acceptance element.

3.4.9 Procurement Specification Review. The Contractor shall review top-level specifications prepared for system, subsystem, equipment and component procurements to ensure compliance with MIL-STD-961E, DOD-STD-2101, and any other requirements as specified by this SOW and applicable Technical Instructions. The Contractor shall study and analyze the Government's operational requirements for such a system, subsystem, equipment or component and compare those requirements with requirements documented in the specifications delineated above and in the Technical Instruction in accordance with appropriate security clearance. Any differences (omissions or inclusions) shall be submitted as a report to the Government. Assumptions and/or rationale supporting this report shall be included.

3.4.10 Inspection of Engineering Drawings. As specified by this SOW and applicable Technical Instructions, the Contractor shall review engineering data packages describing configuration items acquired by the Government. The Contractor shall provide the requisite engineering (both design and production), logistics support analysis, and drafting expertise to review these data packages in order to determine their acceptability to the Government. This determination of acceptability by the Contractor shall assess the accuracy and adequacy of the data package, its compliance with specified requirements, its suitability for the purpose of the classification specified by the Government, and that it meets the requirements of the specified classification of MIL-STD-31000, DOD-STD-2101, and ASME Y 14.5. The Contractor, as specified by the Technical Instruction, shall take into consideration the equipment life cycle cost, mission, contract requirements, and other data provided as GFI in conducting the review. The Contractor shall identify and document any aspects of the data package not meeting Government requirements and shall document the rationale for all determinations made on the issues listed above or as otherwise listed by the Technical Instruction.

3.4.11 Proposal Evaluation. The Contractor shall review the technical sections of proposals submitted to the Government in accordance with requirements set forth in individual Technical Instructions and provide recommendations and the justification for those recommendations to the Government.

3.4.12 Technical Repair Standards. The Contractor shall prepare, analyze, assess, and document technical repair standards

for systems, subsystems, equipment and components as delineated in individual Technical Instructions. The Contractor shall provide these technical repair standards in accordance with MIL-DTL-24784 /7C or as otherwise specified in Technical Instructions. The Contractor shall provide justification and assumptions made for any recommendations submitted to the Government for analyses and assessments of technical repair standards undertaken by the Contractor.

3.4.13 Document Review. The Contractor shall review and analyze the Contract Data Requirements List (CDRL) items delivered by Government Contractors. The Contractor shall provide analyses and written recommendations, with supporting evidence for these recommendations, regarding Government acceptance of these deliverables, taking into consideration requirements provided as Government furnished information. The Contractor may be required to accomplish this review and evaluation at the vendor's facility and prepare all documentation in accordance with specifications set forth in individual Technical Instructions.

3.5 FIELD ENGINEERING. The Contractor shall perform field-engineering tasks at NAWCAD WCSE locations, private contractor facilities and Fleet and shore locations worldwide related to installing, trouble- shooting and maintaining deployed equipment repair kits, new items and components in accordance with applicable operational specifications as specified in the Technical Instruction.

3.5.1 On-Site Alterations of Deployed Equipment. As specified in this SOW and applicable Technical Instructions, the Contractor shall perform site inspections and annotate technical or model drawings accordingly in preparation for alteration, change, upgrade, or retrofit of systems, subsystems, equipment or components to ensure compliance with its operational specifications. The Contractor shall perform and/or attend the first alterations or special equipment installations, to proof the field change and field change kit, to ensure that these changes are in accordance with their designed specifications and operational requirements and provide the Government with their recommendations and basis for such recommendations for any possible improvements and corrections.

3.5.2 Field Repair. As specified by this SOW and applicable Technical Instructions, the Contractor shall perform repair and maintenance actions on systems, subsystems, equipment or components at NAWCAD WCSE locations and in the Fleet and at shore stations worldwide requiring repair beyond the skill of organizational maintenance personnel. The Contractor shall analyze the problem, report the problem by electronic communications, request approval to effect repairs, and perform the repair operation. After each such action, and as specified by the Technical Instruction, the Contractor shall provide a report to the Government to include problem related information (repair action taken, time, date, place, equipment identification, ship or aircraft type and hull or tail number, etc.).

3.5.3 Installation of New Equipment. The Contractor shall develop and maintain a plan to perform shipboard and land-based checks in accordance with installation drawings and specifications in preparation for installation of new equipment as specified by this SOW and applicable Technical Instructions. Contractor shall perform on-site survey in preparation for new equipment installation. The Contractor shall annotate ships class and other applicable drawings accordingly; however, these annotations will not constitute a change to the drawing content. The Contractor shall monitor and verify first system, subsystem, equipment and component installation against applicable installation control drawings and procedure and recommend changes if required. The Contractor shall review and provide recommendations on system, subsystem, equipment and component installation requirements and documentation and shall furnish the Government these recommendations with justifications.

3.6 INTEGRATED LOGISTICS SUPPORT (ILS). ILS management and technical services shall be performed by the Contractor for the system, subsystems, equipment and components specified by this SOW and applicable Technical Instructions for each of the logistic elements as defined in DOD-D-5000.39. The Contractor shall analyze program support requirements to ensure that all requirements for ILS planning and implementation have been adequately addressed, and that planning adequately reflects known operational, design, and support requirements in accordance with current directives. The analysis shall include all areas of ILS needed for adequate assessment of Navy ILS planning, implementation, contractual obligations, and performance. ILS planning shall be in accordance with applicable Life Cycle Phase and Milestone Review requirements delineated in DOD-D-5000.39 and subordinate instructions and directives such as: OPNAVINST 5000.49 and NAVAIR Logistic System Process Specification AL-082AA-LPS-080.

3.6.1 Integrated Support Plans. As specified by this SOW and applicable Technical Instructions, the Contractor shall

generate, implement, review, and maintain Integrated Logistics Support Plans (ILSP). ILS planning shall be in accordance with DOD-D-5000.39 and subordinate instructions and directives, NAVSEAINST 5000.39, OPNAVINST 5000.49, and NAVAIRINST 4000.20 and NAVAIRINST 4000.14 (if a NAVAIR-sponsored Task Order). As specified by the Technical Instruction, the Contractor shall generate, implement, review, and maintain Operational Logistics Support Summaries (OLSS) in accordance with NAVAIRINST 4000.14. All efforts shall address the standard elements of ILS. Logistics planning elements may be broken out and assigned as separate tasks by Technical Instruction.

3.6.2 Logistic Support for Acquisition Plans. The Contractor shall review and document Weapons System Acquisition Plans for complete ILS requirements by Lifecycle Phase and consolidate and incorporate these identified requirements into an ILS Detail Specification for the system, identifying specific Program Initiation, Full-Scale Development, and Production and Deployment requirements. The ILS Detail Specification shall quantify support systems performance parameters and constraints necessary to achieve readiness objectives at the least cost in accordance with OPNAVINST 5000.49. Upon approval of the ILS Detail Specification by the Government, the Contractor shall review and assess the acquisition package to ensure inclusion of all ILS requirements.

3.6.3 Logistic Support Analysis (LSA) Preparation. As specified by this SOW and applicable Technical Instructions, the Contractor shall perform a systematic and comprehensive logistic support analysis on an iterative basis through all phases of the system, subsystem, equipment or component life cycle to satisfy supportability objectives. The level of detail of the analyses and the timing of task performance shall be tailored to each system, subsystem, equipment or component and shall be responsive to program schedules and milestones. The LSA process shall conform to the requirements of MIL-HDBK-502. LSA documentation shall consist of all data resulting from analysis tasks conducted under this standard and shall be the primary source of validated, integrated design related supportability data pertaining to an acquisition program. LSA documentation shall be developed and maintained commensurate with updated design, support and operational concept development; and shall be updated to reflect changes or availability of better information based on testing, configuration changes, and operational concept changes during the acquisition process. Accumulated LSA documentation shall provide an audit trail of supportability and supportability related design analyses and decisions and shall be the basis for actions and documents related to manpower and personnel requirements, training programs, provisioning, maintenance planning, resources allocation, funding decisions, and other logistic support resource requirements. Configuration control procedures shall be established over LSA documentation updates to assure proper coordination among other system engineering programs, the LSA program, and the development of ILS documents using LSA data. The logistic support analysis record (LSAR) is a subset of LSA documentation and LSAR data elements shall conform to the requirements of MIL-HDBK-502.

3.6.4 Logistic Support Analysis & Review. The Contractor shall perform assessments of the conduct and content of the Logistics Support Analysis program with associated data and products for systems, subsystems, equipment and components specified by this SOW and applicable Technical Instructions. These assessments shall ensure conformance to MIL-HDBK-502 and the results of technical analyses of the following: Design, Reliability, Maintainability, Human Engineering, Standardization, Safety, Packaging, Handling, Storage, Transportation, Cost and Time Factors as well as the LSA/Design Engineer Interface. In addition, the Contractor shall assess the utilization of the LSA database as the sole source of all logistics requirements determinations, logistics/design impact tradeoffs, and level of repair and maintenance plan analysis input data. All findings and recommendations shall be documented with supporting information.

3.6.5 Maintenance Planning. Using Government furnished information, the Contractor shall perform engineering analyses or technical assessments of maintenance concepts and plans in accordance with MIL-HDBK-502. The maintenance concept and specific logistic support resources required at each maintenance level shall be examined to ensure the plan is consistent with overall mission requirements. The Contractor shall prepare and submit a report on this analysis with respect to mission requirements, and shall provide recommendations as to any modifications and shall provide supporting information and rationale. With Government furnished information, the Contractor shall, as specified by this SOW and applicable Technical Instructions, prepare maintenance plans for specified systems, and perform Logistics Support Analyses (LSA) in accordance with MIL-HDBK-502, Failure Modes Effects and Criticality Analysis in accordance with SAE-AIR 4845, ECSS Q-ST-30-02C, and Level of Repair Analyses (LORA) in accordance with GEIA-STD-0007-B.

3.6.6 Level of Repair Analysis (LORA) Assessment. The Contractor shall perform technical assessments of the Level of repair Analysis for systems, subsystems, equipment and components listed in Section 1 of this SOW and the individual

Technical Instructions to ensure their conformance with the requirements of GEIA-STD-0007-B or as required by Technical Instruction. The method or model used for the LORA will be specified by Technical Instruction. Proper extraction and use of LSA data, proper selection of sensitivity parameters/ranges, accuracy and validity of data inputs and relevance of conclusions based on review of output decisions shall be assessed. Inconsistencies and errors shall be documented with recommendations of the level of repair and all supporting information and findings accompanying the report.

3.6.7 Maintenance Data Collection. For systems, subsystems, equipment and components specified by Technical Instruction, the Contractor shall collect the Navy's maintenance data with respect to reliability and maintainability. The maintenance data will be provided as GFI. The Contractor shall provide, as specified by the Government, the results of this analysis which shall include, but not be limited to, Mean Time Between Failure (MTBF), validation plan for MTBF calculations, replaceable item failure rates, and operational availability (OA) in accordance with OPNAVINST 3000.12.

3.6.8 Maintenance Plan Technical Assessment. The Contractor shall conduct engineering and technical assessments of maintenance plans for systems, subsystems, equipment and components in accordance with the concepts and procedures required by Technical Instructions. Analyses require complete operational scenarios and consider factors related to mission definition factors, life cycle, utilization requirements, and effectiveness factors for operational maintenance and support data and environmental considerations in accordance with OPNAVINST 5090.1.

3.6.9 Depot Planning. The Contractor shall prepare plans for the development and formal certification of maintenance depots and designated overhaul points in accordance with DOD-STD-1768 or as specified by Technical Instruction. These plans shall support Interim Depot, Depot and Performance Based Logistics (PBL) support concepts. Each plan shall define how certification will be performed, the participants and their responsibilities, schedule milestones, and shall contain requirements for reports and records. The Contractor shall review the depot's technical and maintenance overhaul and repair standards, control manuals, work instructions, and other published technical data used by technicians during overhaul and repair of equipment. Review shall be for compliance with requirements specified in the Task Order and the governing specifications in DOD-STD-1768. As required by Technical Instruction, the Contractor shall record results of depot and DOD certification audits and prepares reports for the Government.

3.6.10 Supply Support. As required by this SOW and applicable Technical Instructions, the Contractor shall review and/or produce Provisioning Technical Data (PTD) in accordance with MIL-HDBK-502 when Automated Data Processing (ADP) stored Logistic Support Analysis Record (LSAR) data is available, and in accordance with MIL-HDBK-502 when LSAR data is manual or incomplete. Such data will include Provisioning Parts Lists (PPL), Design Change Notices (DCN), Long Lead Time Items Lists (LLTIL), Interim Support Items List (ISIL) LSA-036 report, and Repairable Items Lists (RIL). The Contractor shall also produce and update Program Support Data (PSD) sheets in accordance with NAVSUPINST 4420.2 for systems, subsystems, equipment and components specified by Technical Instruction. For these equipments, the Contractor shall make recommendations regarding the range and depth of items to be stocked, as well as their source, maintenance, and recoverability aspects. The Contractor shall review Source, Maintenance, and Recoverability (SM&R) codes for applicability and accuracy in accordance with OPNAVINST 4410.2 and provide the results of that review as annotated list to include supporting information as to any recommended change. The Contractor shall review Allowance Parts List (APL), Allowance Equipage List (AEL), and Allowance Requirements Registers (ARR) and reconcile these with system, subsystem, equipment and component technical data. Updated ALPs and AELs shall be returned to the Government after reconciliation. Interim material support requirements shall be determined. This shall involve utilizing maintenance plans, phased support plans, site/unit activation schedules and weapons systems planning documents to determine or evaluate the support material list, Contractor support, and repair of repairable requirements. The Contractor shall provide additional supply support to maintain, update and/or review existing supply support processes and to alleviate defined deficiencies. This shall include investigations, reviews, and evaluations of parts utilization data, Defense Logistics Support Center screening requirements, improved supply procedures to affect a more efficient system, and inventory control point effectiveness.

3.6.11 Training. As specified by this SOW and applicable Technical Instructions, the Contractor shall develop training plans according to OPNAVINST 1500.8. All findings and recommendations shall be documented with supporting information. The Contractor shall develop training materials and curricula as specified in the Technical Instruction and provide instructors for these courses. Training materials may include aids for training such as models, tutorials, displays, brochures, films and Computer Based Training (CBT).

3.6.12 Support Equipment. The Contractor shall review, analyze, and produce requirements and associated lists for test and support equipment in accordance with MIL-HDBK-502 and as required by this SOW and applicable Technical Instructions. The reviews and analyses shall include reviews of the Logistic Support Analysis Records to ensure all requirements for support and test equipment have been minimized (variety and quantity), that considerations for general or special purpose support equipment have been fully supported, that the selection process is based on cost effectiveness, and that reliability and maintainability features of the support equipment are compatible with the prime system, subsystem, equipment or component.

3.6.13 Technical Documentation. As specified by this SOW and applicable Technical Instructions, the Contractor shall develop and review technical manuals, operations and maintenance procedures, and associated elements in accordance with MIL-HDBK-502 and Government furnished information for compatibility with LSA data. The Contractor shall prepare the LCM documentation (i.e., Project Management, plans, specifications, functional descriptions, implementation plans, test analysis reports, etc.).

3.6.14 Packaging, Handling, Storage, and Transportation. The Contractor shall perform reviews, analyses, evaluations, and planning for packaging, handling, storage, and transportation considerations in accordance with MIL-HDBK-502, MIL-STD-129, MIL-STD-130, Government furnished information, and as specified by this SOW and applicable Technical Instructions. Such analyses, reviews, and planning shall consider, but not be limited to, adequacy of levels of protection, preservation, container design, functionality, re-usability, and marking. The Contractor shall conduct analyses in the areas of handling equipment, storage considerations, and transportability issues and make recommendations along with the supporting rationale for those recommendations to the Government. Marking of government property shall conform to IUID standards identified in MIL-STD-130.

3.6.15 Manpower and Personnel. As specified by this SOW and applicable Technical Instructions, the Contractor shall develop, maintain, and implement manpower and personnel requirements resulting from Logistic Support Analyses in accordance with Government furnished information. The Contractor shall identify the necessary quantity and skill levels for personnel requirements compatible with the complexity of operational and maintenance tasks specified by Technical Instruction.

3.6.16 Facilities. As specified by this SOW, applicable Technical Instructions, and Logistic Support Analyses, the Contractor shall identify facility requirements necessary for system, subsystem, equipment or component operation and maintenance in accordance with NAVFACINST 11010.44, OPNAVINST 11010.20 and Government furnished information. This identification requires consideration of space, volume, capital equipment, utilities, temperature, humidity, storage, shelf space, facility environment, and related issues concerning the facility's overall mission and operational requirements.

3.6.17 Design Interface. The Contractor shall conduct technical assessments of the LSA process for systems, subsystems, equipment and components specified by this SOW and applicable Technical Instructions to ensure completeness, accuracy, and conformance to MIL-HDBK-502 requirements. The assessment shall be documented with supporting information and justification, the results of technical analyses in total system logistic support, physical configuration, transportability, accessibility, maintainability, Build-in Test/Built-in Test Equipment (BIT/BITE), interchangeability, criticality, standardization human factors, component reliability, and the incorporation of changes defined by logistic considerations. The Contractor shall provide the Government with a report on this assessment to include any recommendations, changes, or corrections to the process and shall include supporting justification for each recommendation.

3.6.18 Integrated Logistic Support Management Team (ILSMT) Support. The Contractor shall provide management and technical services for ILSMT support as specified by this SOW and applicable Technical Instructions. This effort will consist of announcing and coordinating ILSMT meetings; arranging for facilities, billeting, equipment and other materials necessary for the meeting; preparing agenda and coordinating presentations; creating briefing materials; making presentations and fielding logistic associated questions; recording and publishing minutes and action items from meetings; and developing and maintaining an action item tracking system for specified equipment.

3.6.19 Logistic Review Group (LRG) Audit Support. The Contractor shall assemble and/or review an LRG audit documentation package in accordance with the requirements of DOD-D-5000.39, and related subordinate instruction NAVMATINST 4105.3 or as specified by this SOW and applicable Technical Instructions for established Defense Systems

Acquisition Review Councils (DSARC) Milestone LRG Audits or Program Reviews. The Contractor shall perform, prepare, and/or review LRG audit action item tracking through closeout, and required Approval for Limited Production (ALP), or Approval for Full Production (AFP) ILS documentation, in accordance with NAVMATINST 4720.1. The reviews shall identify any deficiencies in ILS planning for the weapon system, subsystem, equipment and component and recommend corrective actions for these identified deficiencies and document all findings with supporting information for any recommendations made by the Contractor.

3.6.20 Receipt, Segregate, Store and Issue Support (RSS&I). As required by this SOW and applicable Technical Instructions, the Contractor shall support RSS&I operations to include Fleet support programming support, technical documentation support, Fleet reporting requirements support and training. Deliverables shall be presented as specified in the applicable Technical Instruction.

3.7 CONFIGURATION MANAGEMENT (CM). The Contractor shall develop specific elements of configuration management as specified by this SOW and applicable Technical Instructions. All detailed requirements and CM tasks shall be performed in compliance with the requirements of NAVSEAINST 4130.12B or as specified by the Technical Instruction.

3.7.1 Configuration Management Planning. As specified by this SOW and applicable Technical Instructions, the Contractor shall review and/or develop configuration management plans in accordance with NAVSEAINST 4130.12B, EIA-649. Plans shall be reviewed for editorial and technical compliance with the governing specification. The Contractor shall make recommendations with supporting rationale for change from source material and specific program requirements furnished by the Government as GFI.

3.7.2 Configuration Identification. The Contractor shall annotate proposed agendas for CM technical reviews, attend technical reviews and document proceedings, and evaluate the responsiveness of the reviewed activity to requirements with supporting rationale as specified by the Technical Instruction. Such reviews include the Systems Requirements Review (SRR), System Design Review (SDR), Production Requirements Review (PRR), Preliminary Design Review (PDR), Critical Design Review (CDR), Test Readiness Review (TRR), and the Formal Qualification Review (FQR), as defined by EIA-649.

3.7.3 Configuration Control. As required by this SOW and applicable Technical Instructions, and as configuration and design changes occur, the Contractor shall review and analyze requests for deviations and waivers to determine the effects on production, configuration identification, operation, and logistics. The Contractor shall also recommend whether requests for minor deviations or waivers and Class II Engineering Changes are correctly categorized as defined in EIA-649. The Contractor shall submit reports to the Government on all such reviews, documenting the results with any change recommendations and supporting rationale. The Contractor shall prepare Engineering Change Proposals, Engineering Change Orders, and Specification Change Notices and other documents in accordance with EIA-649 as specified by Technical Instruction. The Contractor's configuration management personnel shall attend configuration management audits to ensure that configuration management plans are acceptable and are in effect. The Contractor shall submit findings with supporting rationale. The Contractor shall prepare technical inputs for Configuration Control Board directive.

3.7.4 Configuration Status Accounting. As required by this SOW and applicable Technical Instructions, the Contractor shall provide Configuration Status Accounting at NAWCAD WCSE sites, in accordance with EIA-649 and using configuration status accounting data systems which requires: mail and document input via filming/ scanning and other means, mail distribution, document indexing, retrieval and distribution, production, maintenance and distribution of aperture cards and hard copy prints for technical data packages, and operation/ maintenance of ammunition lot data card base. Production, maintenance and distribution of electronic record technical data packages on tape, CDROM or other yet-to-be-developed media shall not be precluded. As required by Technical Instruction, the Contractor shall provide the labor necessary to operate a data repository containing engineering data. These data consist of items such as engineering drawings, manuals, and other technical documents for which hard copy masters are to be retained. The Contractor shall receive documents, maintain an automated logging system, copy each document on microfilm or other media as specified in the Technical Instruction for protection (see 3.9.3 herein) on a sequential number system, remove and release documents as requested, maintain a record of master and copy holders, provide reproduction and distribution, and perform other librarian type tasks as required by Technical Instruction. Distribution tasks require packaging, labeling, and mailing or otherwise shipping single or multiple documents to single or multiple locations within or outside the Government. The Contractor will be

provided written operating instructions modifiable only by contract change. As required by the Technical Instruction, the Contractor shall maintain a working library of documents and publications and instructions applicable to NAWCAD WCSE documentation preparation.

3.7.5 Configuration Audits. As required by this SOW and applicable Technical Instructions, the Contractor shall provide support to Government configuration audit teams, by verifying and documenting that hardware and computer programs, Configuration Items (CIs), and their configuration identification are accurate, complete (according to specified requirements), adequate to establish the product baseline, and compatible with the next higher level design documentation in accordance with EIA-649. For the Functional Configuration Audit (FCA), the Contractor shall review the configuration item's technical documentation and submit an analysis of comparison with its functional characteristics. Similarly, the Contractor shall provide technical evaluation in conducting a Physical Configuration Audit (PCA) to ensure that the CIs physical configuration is in agreement with its documentation description. As specified in the individual Technical Instruction, the Contractor shall evaluate compliance of the technical documentation with MIL-STD- 31000, MIL-STD-961E, ASME Y 14.5, DOD-STD-2101, and EIA-649. The Contractor, as a participant with the Government on the audit team, shall determine the correlation of the "as built" configuration with the release "as designed" configuration. Discrepancies and recommended corrective actions shall be documented according to procedures established by the audit team and submitted to the Government with the Contractor's justification for recommendations and evaluation.

3.8 MANAGEMENT SUPPORT SERVICES. The Contractor shall provide technical and management non-personal support services in accordance with requirements set forth in this SOW and applicable Technical Instructions.

3.8.1 NAWCAD WCSE Organizational Studies and Recommendations. The Contractor, as required by this SOW and applicable Technical Instructions, shall investigate existing organizations, alternative organizations, marketing and communication strategies, and mission requirements and provide an analysis of the organization with respect to accomplishing its mission requirements more effectively. Factors considered shall include, but will not be limited to, customer interfaces, hiring constraints, personnel classifications, responsiveness, effectiveness, efficient use of resources, and program commonality. The Contractor shall provide a report documenting alternatives and recommendations with accompanying rationale. The resulting studies and analyses shall demonstrate increased quality performance, productivity, and cost effectiveness.

3.8.2 Acquisition Documentation/Procurement Data Package Preparation. As defined by the this SOW and applicable Technical Instructions, the Contractor shall prepare acquisition documentation and/or technical data packages for major systems, subsystems, equipment or components acquisition and for other than major systems, subsystems, equipment or components acquisition which shall contain such items as technical data requirements, specifications, and management plans (e.g., Configuration Management Plans, Quality Assurance Plans, Statement of work, Program Management Plans), and/or other requirements such as the preparation of DD Form 1423, in accordance with DOD-D-5000.1, SECNAVINST 5000.1 or as specified by the Task Order.

3.8.3 Management Reports, Briefing Preparations, and Graphic Arts Support. The Contractor shall develop and prepare program reports; briefings, briefing materials, presentation packages; marketing brochures, photographs; and test/demonstration/feasibility portfolios including draft and final versions in accordance with NISO Z39.18, GFI, and as specified by this SOW and applicable Technical Instructions. The Contractor may be required to attend and monitor test operations at both on and off-site locations in order to gather, compile, develop and edit of raw video tape/photographs and summarize documentation depicting the wide range of project/sponsor capabilities into hard copy, electronic and/or multimedia format. The Contractor shall be required to integrate text and graphics in these materials and submit the final version in the format specified by the Technical Instruction.

3.8.4 Program Management Support. The Contractor shall provide program management support in the mission of developing and maintaining NAWCAD 4.8.6-related systems, subsystems, equipment and components as specified by this SOW and applicable Technical Instructions. This support shall include, but not be limited to, tasks in planning, organizing, technical analysis and recommendations, and reporting. These tasks involve:

Tentative Operational Requirements Papers

Operational Requirements Papers

Development Options Papers

Work Unit Summaries

Work Assignment Summaries

System Concept Papers

Decision Coordinating Papers

Integrated Program Summaries

Critical Path Networks

Mission Needs Statements

Requirements Definitions

Systems Integration Concepts

Interoperability/Resolution Issues

3.8.5 Program Plans/Documentation. As specified by this SOW and applicable Technical Instructions, the Contractor shall develop, analyze, make recommendations, provide rationale for the recommendations, and provide technical and administrative support in preparing assigned NAWCAD 4.8.6 data calls; workload plans; program plans and/or project associated documentation. These plans will normally be requested on a project basis, with the type of plan differing according to the project. A partial listing of the types of plans and associated instructions required is provided below, and Technical Instruction will specify any additional requirements. NOTE: Latest revision of instructions listed below shall be utilized and will be identified on each order.

Contract Data Requirements List (NAVAIR 5200.22B)

Configuration Management Plans (EIA-649-B)

Integrated Logistics Support Plans (DOD-D-5000.39D)

NAVSEAINST (5000.39)

NAVAIRINST (4000.14A)

Quality Assurance Plans (ISO 9001 or AS9100)

Statements of Work (MIL-HDBK-245D)

Work Breakdown Structures (WBS) (MIL-STD-881E)

Program Planning Networks (SPAWAR 7720.4A)

Depot Support Plans (NAVAIRINST 4000.14A)

Specifications (MIL-STD-961E)

Policies, Processes and Procedures Specified by Technical Instruction

3.8.6 Program Reports. As required by the Government in this SOW and applicable Technical Instructions, the Contractor shall prepare program status reports. The Contractor will be provided the source of information and any particular reporting

format specified. These reports shall be in narrative form with graphics as appropriate to better define the information. They shall include basic Center management and program historical information, current status, and expected schedule of future events. In addition to program type reports, the Contractor shall format and publish documents such as test reports, configuration identification manuals, test procedures, workload planning and execution, B&PR, etc., as specified by Technical Instruction. The Contractor will be provided the source material as GFI.

3.8.7 Meeting Coordination. Using Government furnished information, the Contractor shall provide meeting coordination support as specified by this SOW and applicable Technical Instructions. This effort consists of planning meetings, coordinating schedules with participants, reserving existing meeting space, prepare agenda and/or briefing materials, ensuring that briefing materials and equipment are available, recording and publishing meeting minutes, and developing and maintaining an action item tracking system for specified projects.

3.8.8 Document Review. As specified in this SOW and applicable Technical Instructions, the Contractor shall review and evaluate of program management data delivered by Government contractors. The Contractor shall provide analyses and written recommendations, with supporting evidence, regarding Government acceptance, taking into consideration mission and specified requirements.

3.8.9 Computer Resources Support. As specified by this SOW and applicable Technical Instructions, and in accordance with Government furnished standards and information, the Contractor shall ascertain, model and document software requirements specifications; review, analyze, design, develop, test, maintain and document computer software, perform configuration control and maintain a software library for computer software configuration items; develop training materials; train users and system administrators; install software; and provide on-site and Help Desk support for all computer software equipment and components. The Contractor shall review and assess software changes for impact on logistics support and review life-cycle management plans that address the scope and purpose of computer resources support for impact upon interchangeability, producibility, and standardization.

3.8.10 NAWCAD WCSE Management Support. As required by this SOW and applicable Technical Instructions, the Contractor shall provide support to review, develop, analyze, make recommendations, provide rationale for the recommendations, and provide NAWCAD WCSE management support. This support shall include, but not be limited to, tasks in preparing strategic plans; technology transfer; quality assurance; financial budgeting and accounting; workload planning and analysis; capital investment planning and budgeting; financial and workload data analysis; and capital asset utilization.

3.9 DATA MANAGEMENT SUPPORT. The Contractor shall provide Information Technology related services in accordance with requirements set forth in Technical Instructions issued under this statement of work. These tasks encompass all aspects of the life cycle of hardware, software and systems.

3.9.1 Management Information Systems. The Contractor shall, as specified by this SOW and applicable Technical Instructions, investigate specific management information systems and make recommendations as to their effectiveness, appropriateness, and value in accordance with NISO Z39.18. The contractor shall perform the following: Analysis, Review, Design, Development, Testing, Documentation, Implementation and User Training. In cases where no system exists, the requirements will be investigated and recommendations with alternate solutions presented. The Contractor shall design and develop the selected system using best value solutions including Commercial or Government Off-the-Shelf Software and Hardware as appropriate. The Contractor shall perform application and system testing and assist in the Government acceptance testing as required. The Contractor shall document the system as required in the Technical Instruction with system documentation, user documentation and instructions. The Contractor shall implement the tested system(s) at the prescribed sites, assure full and complete system operations and train users as required in the Technical Instruction.

3.9.2 Data Entry. As required by this SOW and applicable Technical Instructions, the Contractor shall develop a data management system and provide the labor to receive and record data on both management and engineering documents. The Contractor shall be responsible for the maintenance of the data management system. The Contractor shall receive and record the documents from the Government, record and input the management data, verify the data inputs, and return the documents for Government disposition. For existing systems, written operating instructions will be provided with the Technical Instruction. The Contractor shall organize and attend on-site working sessions to resolve problems in the areas of

maintenance and operation of the data management system.

3.9.3 Document and Image Processing. As specified by this SOW and applicable Technical Instructions, the Contractor shall provide the labor to microfilm or otherwise scan into databases (CDROM, etc.) management and engineering documents furnished by the Government. An aperture system, maintained by the Government, will be provided for Contractor use. The Contractor shall provide the labor to produce microfilm cards according to MIL-M-9868 or as required by Technical Instruction. The Contractor shall provide the labor to produce aperture cards from existing card "masters" as required by the Government. The Contractor shall provide the labor to produce prints from aperture cards or from microfilm on Government furnished equipment. Where applicable, the Contractor will be provided with the Technical Instruction written operating instructions.

3.9.4 Data Maintenance and Distribution. As required by this SOW and applicable Technical Instructions, the contractor shall provide the labor necessary to operate a data repository containing engineering data. This data consists of items such as engineering drawings, manuals, and other technical documents for which hard copy or magnetic media masters must be retained. The Contractor shall receive documents, maintain an automated logging systems, copy each document on microfilm or other media as specified in the Technical Instruction for protection on a sequential number system, remove and release documents as requested, maintain a record of master and copy holders, provide reproduction and distribution, and perform other librarian type tasks as required by Technical Instruction. Distribution tasks require packaging, labeling, and mailing or otherwise shipping single or multiple documents to single or multiple locations within or outside the Government. Where applicable the Contractor will be provided with the Technical Instruction written operating instructions.

3.9.5 Electronic File Management. As required by this SOW and applicable Technical Instructions, the Contractor shall maintain an electronic file storage system capable of storing all electronic files generated during the course of each project with which the Contractor is assisting NAWCAD WCSE. The Contractor shall ensure files are periodically backed up to an off-site location (at least monthly) and shall ensure the storage hardware is adequate for the amount of data being stored. The storage system (for instance, file server or SharePoint site) shall be accessible to all members of the IPT to include government personnel. The file system and storage hardware shall be protected in accordance with DoD cybersecurity guidelines.

3.9.6 Data Destruction. As required by this SOW and applicable Technical Instructions, the Contractor shall maintain an awareness of the most current classification and data destruction requirements and provide support to destroy both classified and unclassified data at both Contractor and/or government facilities.

3.9.7 NMCI Requirements

3.9.7.1 Contractor personnel for contract performance may require the use of and/or access to Department of Navy Information Technology Resources. Applicable DoN IT Resources is to be procured from the NMCI Contractor pursuant to the authority of NMCI Contract #N00024-00-D-6000, clause 5.2 "Ordering."

3.9.7.2 The Support Services contractor is to obtain written authorization from the Task Order Manager (TOM) prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer is to be treated as an unallowable cost pursuant to FAR Part 31.

3.9.7.3 The Government is to reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding fee, as Other Direct Costs.

3.9.7.4 Contactor personnel who are seated on-site, who will use an NMCI computer, or any follow-on government directed computer system, or be required to access any DoD computer system, is to obtain and utilize a DoD Common Access Card (CAC) and certified Public Key Infrastructure (PKI) certification and encryption within 30 days of contract award.

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

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. Contracted services, excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

3.10 Labor Category Information: The offeror shall submit labor category titles, functional responsibilities and labor qualifications for all key and non-key labor categories proposed under the prospective task order and that meet the minimum qualifications stated in Section C. The labor category title shall be consistent throughout the proposal. Functional responsibilities shall include the principal duties to be performed under the labor category on the prospective task order. Labor qualifications shall include experience and/or education requirements for all labor categories proposed. The labor qualification information proposed will be incorporated by reference into the resulting task order, thereby becoming the standards for use during performance of the effort.

3.10.1 Key Labor Categories: The offeror shall submit a list of the key labor categories and applicable personnel. This list shall meet the minimum criteria stated below:

3.10.1.1 Junior: A Junior level person within a labor category has less than three (3) years of experience performing work related to the labor category functional description and a B.A. /B.S. degree or a qualifying substitute, if identified. However, experience may exceed three (3) years if performing a junior level function. A junior level person is responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior positions.

3.10.1.2 Journeyman: A Journeyman level person within a labor category has three (3) or more years of experience performing work related to the labor category functional description and a B.A. /B.S. degree or qualifying substitute, if identified. A Journeyman level person typically performs all functional duties independently.

3.10.1.3 Senior: A Senior level person within a labor category has over ten (10) years of experience performing work related to the labor category functional description and an M.A. /M.S. degree, or a qualifying substitute, 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.

Table L-2

Labor Category	Level (Junior, Journeyman, Senior)	BLS SOC NO	Functional Description	Specific Professional Certification and Experience Requirements
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Labor Category	Level (Junior, Journeyman, Senior)	BLS SOC NO	Functional Description	Specific Professional Certification and Experience Requirements
Administrator, Associate	Journeyman	43-6011	Provide high-level administrative support by conducting research, preparing statistical reports, and handling information requests, as well as performing routine administrative functions such as preparing correspondence, receiving visitors, arranging conference calls, and scheduling meetings. May also train and supervise lower-level clerical staff.	At least three (3) years' experience in property management, purchasing, and/or security.
Configuration Management Analyst	Journeyman	13-1111	Collects, organizes and interprets data relating to aircraft and product programs. Maintains configuration control of acquisition products and data. Tracks configuration changes. Coordinates and supports development of Engineering Change Proposals. Applies government- instituted processes for documentation, change control management and data management. Follows and enforces DoD configuration management procedures (engineering change control documents and procedures, controlling drawing and document access, enforcing change procedures).	At least three (3) years program experience with DOD Support Equipment (SE) and/or Airborne Armament Equipment (AAE);
Purchasing Agent	Journeyman	13-1023	Purchase machinery, equipment, tools, parts, supplies, or services necessary for the operation of an establishment. Purchase raw or semi-finished materials for manufacturing. May negotiate contracts.	At least three (3) years' experience with contracts management and DoD acquisition processes and procedures
Drafter/CAD Operator IV	Journeyman	17-3013	Prepare detailed working diagrams of machinery and mechanical devices, including dimensions, fastening methods, and other engineering information. Prepares 2D and 3D drawings / computer models of unusual, complex, or original designs. Works with additive manufacturing ("3D printing") process and equipment, such as designing and optimizing models and files used for 3D printing and printing prototype and production-representative products.	Qualified Substitution: Four (4) years of additional relevant experience may be substituted for a Bachelor's degree.
Engineer/Scientist III*	Senior	17-2072	Research, design, develop, analyze, or test armament equipment systems or test equipment systems and associated subsystems and components for commercial, industrial, military, or scientific use employing detailed knowledge of electrical or mechanical theory (as applicable) and materials properties. Design electronic circuits, complex mechanical parts, and other key components for use in bomb racks, launchers, pylons, and weapons control support equipment.	Qualified Substitution: Bachelor's Degree may be substituted for a Master's degree.

Labor Category	Level (Junior, Journeyman, Senior)	BLS SOC NO	Functional Description	Specific Professional Certification and Experience Requirements
Engineer/Scientist V*	Senior	17-2072	Research, design, develop, analyze, or test armament equipment systems or test equipment systems and associated subsystems and components for commercial, industrial, military, or scientific use employing detailed knowledge of electrical or mechanical theory (as applicable) and materials properties. Design electronic circuits, complex mechanical parts, and other key components for use in bomb racks, launchers, pylons, and weapons control support equipment.	
Engineering Tech III	Journeyman	49-2091	Install, inspect, test, adjust, or repair aircraft armament equipment and support equipment, such as bomb racks, ejection racks, pylons, launchers, and associated operational level and intermediate level test sets. Includes repair of electronics components such as circuit cards, wiring harnesses, and cable assemblies.	Qualified Substitutions: Four (4) years of additional relevant experience may be substituted for a Bachelor's degree. Two (2) years of additional relevant experience and an Associate's degree in the pertinent field (for example, electronics or mechanical engineering technology) may be substituted for a Bachelor's degree.
Logistics Analyst	Journeyman	13-1081	Analyze and coordinate the ongoing logistical functions of a firm or organization. Responsible for the entire life cycle of a product, including acquisition, distribution, internal allocation, delivery, and final disposal of resources.	At least three (3) years' experience in operational logistics / maintenance engineering. Qualified Substitutions: Four (4) years of additional relevant experience may be substituted for a Bachelor's degree.
Maintenance Logistician	Journeyman	13-1081	Analyze and coordinate the ongoing logistical functions of a firm or organization. Responsible for the entire life cycle of a product, including acquisition, distribution, internal allocation, delivery, and final disposal of resources.	At least three (3) years' experience in operational logistics / maintenance engineering. Qualified Substitutions: Four (4) years of additional relevant experience may be substituted for a Bachelor's degree.
Program Analyst	Journeyman	13-1111	Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively. Includes program analysts and management consultants. Supports DOD Support Equipment (SE) and/or Airborne Armament Equipment (AAE) efforts.	

Labor Category	Level (Junior, Journeyman, Senior)	BLS SOC NO	Functional Description	Specific Professional Certification and Experience Requirements
Program Manager*	Journeyman	13-1198	<p>This occupation includes the 2018 SOC occupations 13-1082 Project Management Specialists and 13-1199 Business Operations Specialists, All Other and the 2010 SOC occupation 13-1199 Business Operations Specialists, All Other.</p> <p>2018 SOC 13-1082-- “Analyze and coordinate the schedule, timeline, procurement, staffing, and budget of a product or service on a per project basis. Lead and guide the work of technical staff. May serve as a point of contact for the client or customer.” Supports DOD Support Equipment (SE) and/or Airborne Armament Equipment (AAE).</p>	
Project Control	Journeyman	13-1051	<p>Prepare cost estimates for product manufacturing, construction projects, or services to aid management in bidding on or determining price of product or service. May specialize according to particular service performed or type of product manufactured. Supports DOD Support Equipment (SE) and/or Airborne Armament Equipment (AAE).</p>	
Quality Assurance	Journeyman	51-9061	<p>Inspect, test, sort, sample, or weigh nonagricultural raw materials or processed, machined, fabricated, or assembled parts or products for defects, wear, and deviations from specifications. May use precision measuring instruments and complex test equipment. Supports DOD Support Equipment (SE) and/or Airborne Armament Equipment (AAE).</p>	
Software Engineer *	Senior	15-1256	<p>Research, design, develop, and test computer and network software or specialized utility programs, including embedded software in weapons control support equipment and test equipment. Analyze user needs and develop software solutions, applying principles and techniques of computer science, engineering, and mathematical analysis. Update software or enhance existing software capabilities. May work with computer hardware engineers and systems engineers to integrate hardware and software systems, and develop specifications and performance requirements. May maintain databases within an application area, working individually or coordinating database development as part of a team. Supports DOD Support Equipment (SE) and/or Airborne Armament Equipment (AAE).</p>	<p>Either 10 years’ experience with embedded software or 5 years’ experience with PC-based applications and user interfaces required.</p>

Labor Category	Level (Junior, Journeyman, Senior)	BLS SOC NO	Functional Description	Specific Professional Certification and Experience Requirements
Supply Logistician	Junior	43-5071	Verify and maintain records on incoming and outgoing shipments involving inventory. Duties include verifying and recording incoming merchandise or material and arranging for the transportation of products. May prepare items for shipment.	At least two (2) years' experience in supply chain management (shipping & receiving, parts and inventory management, records management). Qualified Substitutions: Three (3) years of additional relevant experience may be substituted for a Bachelor's degree.
Systems Engineer*	Journeyman	17-2011	Perform engineering duties in designing, documenting, prototyping, and testing weapons control support equipment. This includes integrating, testing, and modifying equipment subsystems (software, firmware, and hardware), as well as ensuring the equipment as a whole meets all requirements (functional, safety, suitability, and cybersecurity) when used to test aircraft systems and aircraft armament equipment. May conduct basic and applied research to evaluate adaptability of materials and equipment to aircraft design and manufacture. May recommend improvements in testing equipment and techniques. Supports DOD Support Equipment (SE) and the Systems Engineering Technical Review (SETR) process, specifically as a systems engineer ensuring that hardware, firmware, and software subsystems are safely and suitably integrated together, and that the system as a whole integrates safely and suitably with the required external systems.	
Technical Writer III	Junior	27-3042	Write technical materials, such as equipment manuals, appendices, or operating and maintenance instructions. May assist in layout work.	At least two (2) years' experience reviewing studies, drawings, parts lists, specifications, mockups related to Support Equipment (SE) and Aircraft Armament Equipment (AAE); at least two (2) years' experience creating, editing, and publishing (electronically) technical manuals using industry standard tools. Qualified Substitutions: Three (3) years of additional relevant experience may be substituted for a Bachelor's degree.

* Identifies Labor Categories considered Key Personnel

Section D - Packaging and Marking

Clauses specified in Section D of the SeaPort-NxG basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

TASK ORDER CLAUSE D.1 DELIVERABLES MEDIA

The contractor shall provide CDRL A001-A004, in accordance with the CDRLs. The contractor shall use best commercial practices for formatting deliverables under this Task Order.

TASK ORDER CLAUSE D.2 MARKINGS FOR ELECTRONIC DELIVERY

Electronic copies shall be delivered via e-mail attachment. The contractor shall label each electronic deliver with the TO Number and Project Title in the subject line of the e-mail transmittal. The contractor shall include a transmittal letter with all formal data submittals that defines the contents of the data shipment, including the following information as applicable:

Item name and serial number

Specification number

Commercial and Government Entity (CAGE) Code

TO Number

CDRL number corresponding to Section F.

Submittal type – preliminary, final.

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover report:

(1) name and business of the contractor

(2) contract number

(3) task order number

(4) sponsor _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City & State)

Section E - Inspection and Acceptance

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-NxG basic contract.

Items- Labor CLINs (2000, 2100, 2200, 2300, 2400)- Inspection and acceptance of the services called for hereunder shall be performed in accordance with Section C at the destination approved by the cognizant Procuring Contracting Officer (PCO)/COR. The Government will monitor the Contractor's performance to assure compliance with the contract requirements, inclusive of the terms and conditions, in accordance with Section C of the SOW and Section J, Attachment 1-Quality Assurance Surveillance Plan (QASP). Final Acceptance of all associated Contract Data Requirements List (CDRLs), DD Form 1423 Exhibit A (A001-A004) (Attachment 2) under the associated items (CLINS 3002, 3102, 3202, 3302, and 3402) must be completed prior to final acceptance of the services identified herein.

Items-Data CLINs (3002, 3102, 3202, 3302, and 3402)- Inspection and acceptance of the data to be furnished hereunder by the Contractor shall be in accordance with Exhibit A (A001-A004) Contract Data Requirements List, DD Form 1423 in support of CLINs 2000, 2100, 2200, 2300, and 2400. Acceptance shall be performed by the first addressee listed in the distribution list under Block 14 and in accordance with Block 16 of the DD Form 1423.

The Contracting Officer's Representative (COR) will be designated the responsibility of monitoring, progressing, and controlling the technical work for the resultant task order. The QASP for this task order includes the COR performing a Task Order Performance Evaluation (TOPE) in accordance with the Seaport-NxG basic contract. This Task Order will be registered in the Contractor Performance Assessment Reporting System (CPARS). As part of the QASP, performance will be measured by the COR for quality of services, schedule, cost control, business relations, management, and cooperation with other IDIQ holder terms.

52.246-5 Inspection of Services -- Cost-Reimbursement (Apr 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

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

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

Section F - Deliveries or Performance

CLIN- DELIVERIES OR PERFORMANCE

The estimated Period of Performance for the Base Period CLINs is:

31 May 2022 - 30 May 2023

The estimated Period of Performance for the Option Period I CLINs is:

31 May 2023 - 30 May 2024

The estimated Period of Performance for the Option Period II CLINs is:

31 May 2024 - 30 May 2025

The estimated Period of Performance for the Option Period III CLINs is:

31 May 2025 - 30 May 2026

The estimated Period of Performance for the Option Period IV CLINs is:

31 May 2026 - 30 May 2027

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.

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses:

Naval Air Warfare Center- Aircraft Division

HWY 547

Lakehurst, NJ 08733

(End of Provision)

Note: For purposes of this clause included in a task order under a multiple award contract, the term "PCO" refers to the "Task Order PCO."

The Period of Performance of the following Firm items are as follows:

2000	05/31/2022 - 05/30/2023
3000	05/31/2022 - 05/30/2023
3001	05/31/2022 - 05/30/2023

The Period of Performance of the following Option items are as follows:

2100	05/31/2023 - 05/30/2024
2200	05/31/2024 - 05/30/2025
2300	05/31/2025 - 05/30/2026
2400	05/31/2026 - 05/30/2027
3100	05/31/2023 - 05/30/2024
3101	05/31/2023 - 05/30/2024
3200	05/31/2024 - 05/30/2025
3201	05/31/2024 - 05/30/2025
3300	05/31/2025 - 05/30/2026
3301	05/31/2025 - 05/30/2026
3400	05/31/2026 - 05/30/2027
3401	05/31/2026 - 05/30/2027

F-1 Task Order Options

The Government may extend the term of this order by written notice to the Contractor within 7 days before the end of the current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the end of the current period of performance. The preliminary notice does not commit the Government to an extension. If the Government exercises an option, the extended order shall be considered to include this option provision. The total duration of this order, including the exercise of any option under this clause, shall not exceed 5 years.

FAR 52.217-5 Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options(s).

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)

- (a) The contract shall commence on **TBD** and shall continue for a period of twelve (12) months. However, the period of performance may be extended in accordance with the option provisions contained herein.
- (b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

Section G - Contract Administration Data

TYPE OF CONTRACT: This is a Cost Plus Fixed-Fee level of effort task order.

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

(a) The Contracting Officer has designated TBD as the authorized Contracting Officer's Representative (COR) to perform those specific functions assigned in the Contracting Officer Representative appointment letter.

(b) The effective period of the COR designation is the period of performance for this task order.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

TASK ORDER ADMINISTRATION G.2.1 CONTRACTING OFFICER (CO)

Naval Air Warfare Center Aircraft Division Lakehurst

ATTN: Hank Bell

Highway 547, Bldg. 120-207, ATTN: BL34600

Joint Base MDL, NJ 08733-5082

E-Mail: henry.l.bell34.civ@us.navy.mil

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

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

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

ITEM(S)	ALLOTED TO FIXED FEE
[_____]	\$[_____]

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

PERIOD OF

ITEM(S)	ALLOTED TO COST	PERFORMANCE
[_____]	\$[_____]	[_____]

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

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

[Insert function from FAR 42.302(a) for DFARS 242.302(a)]

Repeat as necessary.

Retained for Performance By:

[Insert PCO, COR, Requiring Activity, or TPOC for each function.]

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

Additional Functions

[Insert function from FAR 42.302(b) or other function identified as necessary for administration of the contract.]

Repeat as necessary.

Retained for Performance By:

[Insert "See the Administered BY Block on the face page of the contract, modification or order," PCO, COR, Requiring Activity, or TPOC for each function.]

(c) Inquiries regarding payment should be referred to: MyInvoice through the Wide Area Workflow eBusiness

Suite: <https://wawf.eb.mil/>.

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	TBD
Issue By DoDAAC	N68335
Admin DoDAAC**	TBD
Inspect By DoDAAC	N68335
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N68335
Service Acceptor (DoDAAC)	N68335
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
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.

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

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

PGI 204.7108 Payment instructions.

(a) *Scope.* This section applies to contracts and orders that are funded by multiple accounting classification citations and—

(1) Include deliverable line items or deliverable subline items (see FAR 4.1005-1) that are funded by multiple accounting classification citations;

(2) Contain cost-reimbursement or time-and-materials/labor-hour line items; or

(3) Authorize financing payments.

(b) For contracts and orders covered by this subpart—

(1) The contracting officer shall insert the table at (b)(2), or a link to the table at (b)(2) (https://www.acq.osd.mil/dpap/dars/pgi/pgi.htm/current/PGI204_71.htm#payment_instructions) in Section G of the contract, or equivalent, including contracts with

incrementally funded

line items. When some, but not all, of the fixed price line items in a contract are subject to contract financing payments, the contracting officer shall clearly identify to which line items the payment clause(s) included in Section I apply.

(2) The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table below based on the type of payment request submitted (see DFARS [252.232-7006](#)) and the type of effort.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline

					item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

(c) Reserved.

(d) The numbered payment instructions ((d)(1) through (11)) are replaced by the table at paragraph (b)(2) of this section.

(12) *Other*. If none of the payment instructions identified in paragraph (b)(2) of this section are appropriate (i.e., multiple lot progress payments), the contracting officer

may insert other payment instructions, provided the other payment instructions—

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and

(ii) Are agreed to by the payment office and the contract administration

office. A copy of the agreement will be kept in the contract file.

Section H - Special Contract Requirements

Note: All provisions and clauses of Section H of the Basic Seaport-NxG Multiple Award Contract apply to this task order, unless otherwise specified in this task order, in addition to the following:

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

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

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

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

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

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(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 used in the performance of this Task Order.

(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 or 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 12 months after the date of completion of the contract. (FAR 9.505-1(a))

[X] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 12 months 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 12 months 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)

[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 a 12 month prohibition after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

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

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.

5252.215-9505 EXCLUSIVE TEAMING ARRANGEMENTS THAT INHIBIT COMPETITION (NAVAIR)(OCT 2005)

Offerors who propose teaming arrangements on an exclusive basis will be evaluated to determine whether such teaming agreements inhibit competition.

In order for the Government to evaluate whether the proposed agreements inhibit competition, offerors are required to (1) provide a copy of all teaming arrangements, and (2) explain why the teaming arrangements do not inhibit competition. The documentation must include, but is not limited to: structure of the teaming arrangement, responsibilities, and liabilities; financial responsibility; managerial responsibility and accountability; and applicable legal documents. The burden of proving that any exclusive teaming arrangement proposed does not restrict competition shall rest with the offeror. Offerors are advised that should the Government determine that any such proposed, exclusive teaming arrangement inhibits competition, (1) that determination may render the offeror's proposal ineligible for award, and (2) the Contracting Officer shall forward the matter to the appropriate authorities as prescribed by Federal Acquisition Regulation Part 3.3.

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 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.

5252.232-9509 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 first six (6) months of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

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

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

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

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

5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)

(a) The term "material" includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

(b) Prior written approval of the COR shall be required for all purchases of materials. If the contractor's proposal submitted for a task order includes a list of materials with associated prices, then the COR's acceptance of the contractor's proposal shall constitute written approval of those purchases.

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

5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (MAY 2011)

(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) 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.

(v) 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.

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

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

Section I - Contract Clauses

Contract Clauses in Section I in the Contractor's Basic Seaport-NxG IDIQ are incorporated into this task order by reference.

CLAUSES INCORPORATED BY REFERENCE

FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
FAR 52.219-28	Post- Award Small Business Program Representation	JUL 2013

CLAUSES INCORPORATED BY FULL TEXT

52.203-16 Preventing Personal Conflicts of Interest.

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

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that-

(1) Is exempt from disclosure under the Freedom of Information Act ([5 U.S. C.552](#)) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are-

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from-

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by-

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee—

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation-

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include-

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver.

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for-

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall-

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation [2.101](#) on the date of subcontract

award; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (*i.e.*, instead of performance only by a self-employed individual).

52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

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

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

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

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

(b) The Offeror represents that --

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

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

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, and data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) term type Task Order. This procurement will have one (1) year base period and four (4) one (1) year option periods.

52.217-8 Option to Extend Services (NOV 1999)

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

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 10 days of the expiration of the current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 Years 6 Months.

52.222-50 Combating Trafficking In Persons (JAN 2019)

(a) Definitions. As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Commercially available off-the-shelf (COTS) item” means--

- (1) Any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Recruitment fees” means- Fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

- (1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for--
 - (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
 - (ii) Advertising;
 - (iii) Obtaining permanent or temporary labor certification, including any associated fees;
 - (iv) Processing applications and petitions;

- (v) Acquiring visas, including any associated fees;
- (vi) Acquiring photographs and identity or immigration documents,
 - such as passports, including any associated fees;
- (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
- (viii) An employer's recruiters, agents or attorneys, or other
 - notary or legal fees;
- (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
- (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
- (xi) Transportation and subsistence costs--
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
- (xii) Security deposits, bonds, and insurance; and
- (xiii) Equipment charges.
- (2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is--
 - (i) Paid in property or money;
 - (ii) Deducted from wages;
 - (iii) Paid back in wage or benefit concessions;
 - (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
 - (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to--
 - (A) Agents;
 - (B) Labor brokers;
 - (C) Recruiters;
 - (D) Staffing firms (including private employment and placement firms);
 - (E) Subsidiaries/affiliates of the employer;
 - (F) Any agent or employee of such entities; and
 - (G) Subcontractors at all tiers.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex

act.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document

shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees and agents of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

(1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

- (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
 - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
 - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—
- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
 - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
 - (iii) Restrict the Contractor from—
 - (A) Conducting an internal investigation; or
 - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
 - (h) Compliance plan.
 - (1) This paragraph (h) applies to any portion of the contract that—
 - (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 - (ii) Has an estimated value that exceeds \$500,000.
 - (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—
 - (i) To the size and complexity of the contract; and
 - (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
 - (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
 - (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
 - (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
 - (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employees, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
 - (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
 - (4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

52.225-13 -- Restriction on Certain Foreign Purchases (Jun 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn/>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

52.225-20 – Prohibition on Conducting Restricted Business Operations in Sudan--Certification (Aug 2009)

(a) Definitions. As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization ;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspend.
- (b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification (Aug 2018)

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

Person--

(1) Means--

- (i) A natural person;
 - (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
 - (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
- (2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
 - (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
- (b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--
- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
 - (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 \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <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.

52.232-39 – Unenforceability of Unauthorized Obligations (Jun 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

FAR 52.237-3 Continuity of Services (Jan 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to --

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice,

(1) furnish phase-in, phase-out services for up to 90 days after this contract expires and

(2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under

this contract.

52.244-2 -- Subcontracts (Oct 2010)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

(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 (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

52.245-1 - Government Property

(a) Definitions. As used in this clause—

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

- (1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;
- (2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and
- (3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor's managerial personnel” means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location; or
- (3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Loss of Government Property” means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search:
- (2) Theft:
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Unit acquisition cost” means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) Property management.

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an “as-is” condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as “Government property”), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition) and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property related reports as directed by the Contracting Officer.

(vii) Relief of stewardship responsibility and liability. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.

- (3) Quantity.
 - (4) Accountable contract number.
 - (5) A statement indicating current or future need.
 - (6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
 - (7) All known interests in commingled material of which includes Government material.
 - (8) Cause and corrective action taken or to be taken to prevent recurrence.
 - (9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.
 - (10) Copies of all supporting documentation.
 - (11) Last known location.
 - (12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.
- (C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—
- (1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;
 - (2) Property Administrator grants relief of responsibility and liability for loss of Government property;
 - (3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
 - (4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.
- (viii) Utilizing Government property.
- (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
- (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.
- (ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.
- (x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.
- (2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.
- (g) Systems analysis.
- (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.
 - (2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.
 - (3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or

not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible. Standard Form 1428.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make

reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) Inventory disposal schedules.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional; information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) Submission requirements.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) Corrections. The Plant Clearance Officer may—

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to

remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.245-9 -- Use and Charges (Apr 2012)

(a) Definitions. Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of—

- (1) Contracts with the Government that specifically authorize such use without charge;
- (2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract—
 - (i) Approves a subcontract specifically authorizing such use; or
 - (ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) Other Government property. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) Alternative methodology. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in the contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the

“Renegotiation Board Interest Rate” (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government’s acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor’s unauthorized use of Government property or any other failure to perform this contract according to its terms

(g) Use revocation. At any time during the rental period the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor’s expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both under 18 U.S.C. 641.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. “Contracting officer's representative” means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. “Covered DoD official,” as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

252.204-7004 Antiterrorism Awareness Training for Contractors (FEB 2019)

(a) Definition. As used in this clause—

“Military installation” means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

(b) Training. Contractor personnel who require routine physical access to a Federally-controlled facility or military installation shall complete Level I antiterrorism awareness training within 30 days of requiring access and annually thereafter. In accordance with Department

of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I antiterrorism awareness training shall be completed—

- (1) Through a DoD-sponsored and certified computer or web-based distance learning instruction for Level I antiterrorism awareness; or
- (2) Under the instruction of a Level I antiterrorism awareness instructor.

(c) Additional information. Information and guidance pertaining to DoD antiterrorism awareness training is available at <https://jko.jten.mil/> or as otherwise identified in the performance work statement.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial items, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks,

large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—

Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor’s requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities

authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

252.211-7007 -- REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

(a) Definitions. As used in this clause—

“Commercial and Government entity (CAGE) code” means—

(i) A code assigned by the Defense Logistics Agency Logistics Information Service to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an “NCAGE code.”

“Contractor-acquired property” has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

“Government-furnished property” has the meaning given in FAR clause 52.245-1.

“Item unique identification (IUID)” means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that

identifies and describes tangible Government personal property. The IUID Registry

is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS [252.211-7003](#)) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment.

“National stock number (NSN)” means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

“Nomenclature” means—

(i) The combination of a Government-assigned type designation and an approved item name;

(ii) Names assigned to kinds and groups of products; or

(iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

“Part or identifying number (PIN)” means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

“Reparable” means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

“Serially managed item” means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

“Supply condition code” means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel (see http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm_pubs.asp).

“Unique item identifier (UII)” means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

“Unit acquisition cost” has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

(i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and

(ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer’s package, box, or container, as it was received.

(c) Exceptions. Paragraph (b) of this clause does not apply to—

(1) Contractor-acquired property;

(2) Property under any statutory leasing authority;

(3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(4) Intellectual property or software;

(5) Real property; or

(6) Property released for work in process.

(d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor’s property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii) (A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

(1) Received/Sent (shipped) date.

(2) Status code.

(3) Accountable Government contract number.

(4) Commercial and Government Entity (CAGE) code on the accountable

Government contract.

(5) Mark record.

(i) Bagged or tagged code (for items too small to individually tag or mark).

(ii) Contents (the type of information recorded on the item, e.g., item internal control number).

(iii) Effective date (date the mark is applied).

(iv) Added or removed code/flag.

(v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).

(vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.

(vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.

(viii) Value, e.g., actual text or data string that is recorded in its human-readable form.

(ix) Set (used to group marks when multiple sets exist).

(6) Appropriate supply condition code, required only for reporting of reparable, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm_pubs.asp).

(e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.

(f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Procedures for updating the IUID Registry.

(1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparable only), or disposition of items that are—

(i) Received by the Contractor;

(ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(iv) Disposed of; or

(v) Transferred to a follow-on or other contract.

(2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA tools:

(i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or

(ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

252.215-7008 ONLY ONE OFFER (OCT 2013)

(a) After initial submission of offers, the Offeror agrees to submit any subsequently requested additional cost or pricing data if the Contracting Officer notifies the offeror that—

(1) Only one offer was received; and

(2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) Requirement for submission of additional cost or pricing data. Except as provided in paragraph (c) of this provision, the Offeror shall submit additional cost or pricing data as follows:

(1) If the Contracting Officer notifies the Offeror that additional cost or pricing data are required in accordance with paragraph (a) of this clause, the data shall be certified unless an exception applies (FAR 15.403-1(b)).

(2) Exceptions from certified cost or pricing data. In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or/ similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; or

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(3) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(4) Requirements for certified cost or pricing data. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(i) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used, unless the Contracting Officer and the Offeror agree to a different format.

(ii) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with [225.870-4\(c\)](#), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(d) If negotiations are conducted, the negotiated price should not exceed the offered price

252.225-7012 -- PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)

(a) Definitions. As used in this clause—

“Component” means any item supplied to the Government as part of an end product or of another component.

“End product” means supplies delivered under a line item of this contract.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia

Austria

Belgium

Canada

Czech Republic

Denmark

Egypt

Estonia

Finland

France

Germany

Greece

Israel

Italy

Japan

Latvia

Luxembourg

Netherlands

Norway

Poland

Portugal

Slovenia

Spain

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent”—

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3)(i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—

- (i) Is not more than 10 percent of the total price of the end product; and
- (ii) Does not exceed the simplified acquisition threshold in FAR Part 2;
- (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
- (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;
- (5) To chemical warfare protective clothing produced in a qualifying country; or
- (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—
 - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include?
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and
 - (D) Parachutes (Federal Supply Class 1670); or
 - (ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.
- (d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—
 - (i) Shall be taken from the sea by U.S.-flag vessels; or
 - (ii) If not taken from the sea, shall be obtained from fishing within the United States; and
- (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

252.225-7048 EXPORT CONTROLLED ITEMS (JUNE 2013)

- (a) Definition. “Export-controlled items,” as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
 - (1) “Defense items,” defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.
 - (2) “Items,” defined in the EAR as “commodities”, “software”, and “technology,” terms that are also defined in the EAR, 15 CFR 772.1.
- (b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.
- (c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.
- (d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—
 - (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
 - (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

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

252.227-7013 -- RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)

(a) Definitions. As used in this clause—

(1) “Computer data base” means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) “Computer program” means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) “Detailed manufacturing or process data” means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) “Unlimited rights” means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the

Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following

technical data should be restricted—

Technical Data to be Furnished With Restrictions* (LIST)	Name of Person Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Asserting Restrictions**** (LIST)
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*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. ____ (Insert contract number) ____, License No. ____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical

data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

DFARS 252.227-7016 - RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

(a) *Definitions.*

(1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data--Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

(b) *Government rights prior to contract award.* By submission of its offer, the Offeror agrees that the Government—

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) *Government rights subsequent to contract award.* The Contractor agrees—

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data--Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause(s) of this contract.

(d) *Government-furnished information.* The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) *Information available without restrictions.* The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) *Flowdown.* The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

252.227-7025 -- LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)

(a)(1) For contracts in which the Government will furnish the Contractor with technical data, the terms "covered Government support contractor," "limited rights," and "Government purpose rights" are defined in the clause at [252.227-7013](#), Rights in Technical Data--Noncommercial Items.

(2) For contracts in which the Government will furnish the Contractor with computer software or computer software documentation, the terms "covered Government support contractor," "government purpose rights," and "restricted rights" are defined in the clause at [252.227-7014](#), Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.

(3) For Small Business Innovation Research program contracts, the terms "covered Government support contractor," "limited rights," "restricted rights," and "SBIR data rights" are defined in the clause at [252.227-7018](#), Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program.

(b) Technical data or computer software provided to the Contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited rights, restricted rights, or SBIR data rights legends.

(i) The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends, computer software received with restricted rights legends, or SBIR technical data or computer software received with SBIR data rights legends (during the SBIR data protection period) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at [227.7103-7](#).

(3) GFI marked with specially negotiated license rights legends.

(i) The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at [227.7103-7](#). The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(ii) If the Contractor is a covered Government support contractor, the Contractor may also be subject to some or all of the additional terms and conditions at paragraph (b)(5) of this clause, to the extent such terms and conditions are required by the specially negotiated license.

(4) GFI technical data marked with commercial restrictive legends.

(i) The Contractor shall use, modify, reproduce, perform, or display technical data that is or pertains to a commercial item and is received from the Government with a commercial restrictive legend (i.e., marked to indicate that such data are subject to use, modification, reproduction, release, performance, display, or disclosure restrictions) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, use the technical data to manufacture additional quantities of the commercial items, or release or disclose such data to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause.

(5) Covered Government support contractors. If the Contractor is a covered Government support contractor receiving technical data or computer software marked with restrictive legends pursuant to paragraphs (b)(1)(ii), (b)(3)(ii), or (b)(4)(ii), the Contractor further agrees and acknowledges that—

(i) The technical data or computer software will be accessed and used for the sole purpose of furnishing independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of the program or effort to which such technical data or computer software relates, as stated in this contract, and shall not be used to compete for any Government or

non-Government contract;

(ii) The Contractor will take all reasonable steps to protect the technical data or computer software against any unauthorized release or disclosure;

(iii) The Contractor will ensure that the party whose name appears in the legend is notified of the access or use within thirty (30) days of the Contractor's access or use of such data or software;

(iv) The Contractor will enter into a non-disclosure agreement with the party whose name appears in the legend, if required to do so by that party, and that any such non-disclosure agreement will implement the restrictions on the Contractor's use of such data or software as set forth in this clause. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(v) That a breach of these obligations or restrictions may subject the Contractor to—

(A) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(B) Civil actions for damages and other appropriate remedies by the party whose name appears in the legend.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees—

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

(d) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of any GFI covered by this clause.

DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

252.227-7030 TECHNICAL DATA—WITHHOLDING OF PAYMENT (MAR 2000)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at [252.227-7013\(e\)\(2\)](#) or [252.227-7018\(e\)\(2\)](#) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the

Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

252.245-7001 -- TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)

(a) Definitions. As used in this clause—

“Government-furnished property” is defined in the clause at FAR 52.245-1, Government Property.

“Serially-managed item” means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

(b) The Contractor shall tag, label, or mark Government-furnished property items identified in the contract as subject to serialized item management (serially-managed items).

(c) The Contractor is not required to tag, label, or mark Government-furnished property previously tagged, labeled, or marked.

252.245-7002 -- REPORTING LOSS OF GOVERNMENT PROPERTY (DEC 2017)

(a) Definitions. As used in this clause—

“Government property” is defined in the clause at FAR 52.245-1, Government Property.

“Loss of Government property” means unintended, unforeseen, or accidental loss, damage, or destruction of Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Unit acquisition cost” means—

- (1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
- (2) For Contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied, generally acceptable accounting principles.

(b) Reporting loss of Government property.

(1) The Contractor shall use the Defense Contract Management Agency (DCMA) eTools software application for reporting loss of Government property. Reporting value shall be at unit acquisition cost. The eTools “LTDD of Government Property” toolset can be accessed from the DCMA home page External Web Access Management application at <http://www.dcmamil/WBT/propertyloss/>.

(2) Unless otherwise provided for in this contract, the requirements of paragraph (b)(1) of this clause do not apply to normal and reasonable inventory adjustments, i.e., losses of low-risk consumable material such as common hardware, as agreed to by the Contractor and the Government Property Administrator. Such losses are typically a product of normal process variation. The Contractor shall ensure that its property management system provides adequate management control measures, e.g., statistical process controls, as a means of managing such variation.

(3) The Contractor shall report losses of Government property outside normal process variation, e.g., losses due to—

- (i) Theft;
- (ii) Inadequate storage;
- (iii) Lack of physical security; or
- (iv) “Acts of God.”

(4) This reporting requirement does not change any liability provisions or other reporting requirements that may exist under this contract.

252.245-7003 -- CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

(a) Definitions. As used in this clause—

“Acceptable property management system” means a property system that complies with the system criteria in paragraph (c) of this clause.

“Property management system” means the Contractor’s system or systems for managing and controlling Government property.

“Significant deficiency” means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain an acceptable property management system. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) System criteria. The Contractor’s property management system shall be in accordance with paragraph (f) of the contract clause at Federal Acquisition Regulation 52.245-1.

(d) Significant deficiencies. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor’s property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor’s response and notify the Contractor, in writing, of the Contracting Officer’s final determination concerning—

- (i) Remaining significant deficiencies;
- (ii) The adequacy of any proposed or completed corrective action; and
- (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer’s final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor’s property management system, and the contract includes the clause at [252.242-7005](#), Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

252.245-7004 -- REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)

(a) Definitions. As used in this clause—

(1) “Demilitarization” means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) “Export-controlled items” means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations [(ITAR)] (22 CFR parts 120-130). The term includes—

(i) “Defense items,” defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) “Items,” defined in the EAR as “commodities,” “software,” and “technology,” terms that are also defined in the EAR, 15 CFR 772.1.

(3) “Ineligible transferees” means individuals, entities, or countries—

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) “Scrap” means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item’s original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not “scrap.”

(5) “Serviceable or usable property” means property with potential for reutilization or sale “as is” or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dema.mil/WBT/PCARSS/>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at <http://www.dla.mil/HQ/InformationOperations/DLMS/elibrary/manuals/MILSTRAP/>.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be—

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

“The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.

(j) Restrictions on purchase or retention of Contractor inventory.

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person—

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to

soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) _____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) _____ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser—

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

Section J - List of Attachments

Attachment Number	File Name	Description
1	Attachment 1 QASP - 4Y01 Re-Compete - BL21800 Indy - 03 June 2021.docx	QASP
P1	Attachment P1 Past Performance Information Form.pdf	Past Performance Information Form
P2	Attachment P2 Contractor Performance Assessment Questionnaire.pdf	CPAQ
P3	Attachment P3_Cost_Summary_Spreadsheet.xls	Cost Summary Spreadsheet
P4	Attachment P4 Fully Burdened Labor Rates.xls	Fully Burdened Labor Rates

Section K - Certifications and Representations

The requirement for Annual Representation and Certifications at 52.204-8 applies at the basic multiple award contract (MAC) level for each Offeror. Offerors are not required to submit representation or certifications in response to this solicitation or its subsequent Task Order award, if any. All requests for representation or rerepresentation shall come from the MAC Contracting Officer in accordance with the terms of the basic contract.

The Ordering Officer will consider quoter's size/socioeconomic status as defined within the SeaPort-NxG portal at the following web address:

https://auction.seaport.navy.mil/Bid/PPContractListing.aspx

5252.209-9511 ORGANIZATIONAL CONFLICT OF INTEREST REPRESENTATION (NAVAIR)(SERVICES) (JUL 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.

252.203-7005 Representation Relating to Compensation of Former DoD Officials.

- (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

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions.

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data—Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be furnished with Restrictions*	Basis for Assertion **	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter “none” when all data or software will be submitted without restrictions.

Date	_____
Printed Name and Title	_____
Signature	_____

- (End of identification and assertion)
- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

Section L - Instructions, Conditions & Notices

PART A GENERAL INSTRUCTIONS

1.0 GENERAL

1.1 This effort is for a Seaport-NxG task order. This requirement will be a full and open competition. Potential contractors shall have facilities within 40 miles of Indianapolis, Indiana at task order award. The North American Industry Classification System (NAICS) code for this requirement is 541330, and PCS code is R425. The Government intends to award a single Cost Plus Fixed Fee (CPFF) type Task Order (TO) as a result of this solicitation. 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.

1.2 Each offeror shall submit a proposal that clearly and concisely describes and defines the offeror's response to the requirements of this solicitation. Use of general or vague statements such as "standard procedures will be used" will not satisfy this requirement. Unnecessary elaboration or presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of understanding. Elaborate artwork and expensive visual or other presentation aids are neither necessary nor desired.

1.3 Throughout these instructions, a "principal subcontractor" is defined as a subcontractor who provides at least 10% of the proposed total price/cost (excluding the Offeror's profit/fee), for the contract. "Team member" is defined as those entities that make up a joint venture or any other partnership or teaming arrangement formed for the purpose of responding to this solicitation. "Critical team member" is defined as those entities of the Offeror that perform a critical function in the performance of the resulting contract, whether it is technical or financial, and/or that have important roles in any high or medium risk areas identified in the Offeror's proposal.

1.4 Each offeror must submit an offer/proposal and other information in strict accordance with these instructions. Each offeror's submission shall be screened by the Contracting Officer (KO) or a designee upon receipt to ensure compliance with the instructions contained in the Request for Proposal (RFP). The TO award shall be made in accordance with basic contract clause H-5 TASK ORDER PROCESS and the following information contained in Sections L and M. Each offeror must submit a proposal including information pertaining to technical capability and supporting cost or price data.

1.5 Questions: Offerors may submit questions requesting clarification of solicitation requirements by submitting all questions through the SeaPort-NxG portal under this solicitation. It is required that all questions be received within 5 calendar days of the date this solicitation is issued. Though the Government reserves the right to hold discussions, award may be based upon initial offers. Therefore, do not submit an offer that takes exception to any term or condition of this RFP, propose any additional term or condition, or omit any required information. The offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, in accordance with clause H-5 Task Order Process of the basic contract, the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16.

1.6 For proposal purposes the estimated date of Task Order award is anticipated to be around December 2022- January 2023. The estimated 5-year period of performance commences in the December- January timeframe.

1.7 The majority of the work will be performed at the Offeror's facility, however personnel may be required to travel to various government facilities to support aircraft testing and integration, technical reviews, technical interchange meetings, or publication reviews, verification, and validation.

2.0 Proposal Format

2.1 Proposals shall be submitted electronically no later than 12 May 2022 by 1:00 PM EST *via* the SeaPort-NxG Portal. In order to maximize efficiency and minimize the effort involved in the proposal evaluation process, all offerors must comply with the following instructions for proposal format and content. Proposals that do not comply with these instructions may be considered deficient and may render the offeror ineligible for award.

2.2 In order to maximize efficiency and minimize the time for proposal evaluation, all offerors shall submit their proposals in accordance with the format and content specified. The electronic proposal shall be prepared in accordance with the following format requirements: 8.5 x 11 inch paper, Single-spaced typed lines, Newspaper column formatting is not permitted, 1 inch margins on all sides, not smaller than a 10 point font without condensing, photographs, pictures or hyperlinks are not permitted, Files shall be Microsoft Office 2016 compatible, tables are permitted, No ZIP files, no fold-out pages, PDF files are permitted, Cost format spreadsheet shall be in Microsoft Excel format with a file name extension of .xls, and all file names shall include title of the evaluation factor or subfactor.

2.3 Each proposal shall contain the following volumes/sections:

Volume 1 Offer Letter/Section K;

Volume 2 Technical Proposal;

Volume 3 Past Performance;

Volume 4 Cost/Price Proposal (Cost or pricing information may not appear anywhere in the proposal other than Volume 4). In accordance with the FAR 15.403, if a single offer is received, at the Contracting Officer's discretion, certified cost or pricing data may be required to be submitted subsequent to proposal receipt.

2.4 The Offeror will provide one complete copy of the proposal to the Procuring Contracting Officer (PCO) as electronic files fully compatible with Microsoft and for information not supported by MS Office products, with the latest Adobe Acrobat reader via the SeaPort-NxG Portal. The Offeror shall ensure that the Price/Cost Volume is provided as a separate file submitted through the SeaPort-NxG Portal. Each document submitted through the SeaPort-NxG shall be titled for content and the Offeror's name. If a discrepancy exists between the original paper copy of the proposal and the disk copy, the paper copy will take precedence.

3.0 Proposal Content and Volumes

3.1 The Offeror must present proposal information in a manner that facilitates a one-to-one comparison between the information presented and this Proposal Instruction. Proposal information must be structured such that its

Volume/paragraph number matches the Proposal Instructions Volume/paragraph number provided in section "Part B Specific Instructions" to which it is responding, although the Offeror may add lower tier subparagraphs. The Offeror must provide reasons it will not provide information for a particular paragraph. The proposal information instructions are structured by paragraph numbers where first, second, third, and fourth parts correspond to the volume, book, section, and element, etc., in the Offeror's proposal.

3.2 Each volume of the proposal shall be submitted as one original and additional copies as specified in the table L-1. 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.

3.3 Information submitted as an Annex to the proposal includes manuals, specifications, plans, procedures, and policies that exist as an official document of the company or facility, as well as other information requested in Part B Specific Instructions. Page limitations for Annexes, if any, are specified below. The authorized Annexes are summarized in the table below.

Table L-1 Proposal Organization and Page Limits:

Volume	Section	Title	Maximum Page Count
(1)	1.0	Offer Letter / Section K	
	1.1	Offer Letter	2 pages
	1.2	Section K Certification (if applicable)	No page limit
(2)	2.0	Technical Proposal	
	2.1	Workforce	
	2.1.1	Contingent Hire Information	
	2.1.2	Labor category information	5 pages
	2.1.3	Key Personnel Resumes	2 pages per resume
	2.2	Understanding of the Work	40 pages
	2.2.1	Statement of Work Approach	
	2.3	Management Plan	25 pages
(3)	3.0	Past Performance	
	3.1	Past Performance Matrix	10 pages
(4)	4.0	Price/Cost	No page limit
	4.1	Cost Summary/CLIN Breakout Spreadsheet	
	4.2	Subcontracting Plan	No page limit
	4.3-4.5	Other Cost Information	No page limit

Each volume shall contain the following information:

- Cover and title page
- Title of proposal and proposal number as applicable
- Offeror's name, address, and POC
- RFP number
- Proposal volume/book number
- Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)

4.0 PROPOSAL SUBMISSION:

All proposal submissions shall be submitted through the Seaport-NxG Portal under solicitation N68335-22-R-3000

5.0 CLASSIFIED DATA

5.1 All proposals shall be UNCLASSIFIED.

6.0 SOLICITATION CHANGES

6.1 For notice of any changes and additional information provided by the Government for the solicitation, please go to the Seaport-NxG Portal under N68335-22-R-3000

PART B SPECIFIC INSTRUCTIONS

Cost or pricing information shall only appear in the Price/Cost volume

1.0 Volume 1-Offer Letter/Section K

1.1 Offer Letter - Identify at a minimum the TO solicitation number, enclosures being transmitted, contractor's Seaport-NxG basic contract number, proposed subcontractors and team members to be utilized under the task order, the CAGE code, DCMA, DCAA, and DFAS for the prime contractor and all proposed subcontractors and team members, a statement regarding Representations and Certifications being incorporated or attached to offer, acknowledgement of solicitation amendments, and state the length of proposal validity (210 days after proposal submission).

1.2 The offeror shall complete and submit Section K of the solicitation. The Government requires that Offerors' proposals include all items listed in the Section B Schedule. The Government does not intend to make a split award under this solicitation. The offeror shall provide a copy of any applicable teaming arrangement documentation, if applicable.

1.3 Proposals shall be **only** submitted from contractors who will have facilities within a forty (40) mile radius of Indianapolis, Indiana at time of task order award.

2.0 Technical Proposal

*Note: No cost/pricing information shall be contained in the technical proposal.

2.1 Workforce

The offeror shall provide the following information:

2.1.1 All contingent hires (key and non-key) shall have a letter of intent submitted under Volume 4. The letter of intent is a separate written agreement signed by the potential employee(s) to work for the offeror effective at task order award. Subcontractors and team members shall provide this information either separately or included in the prime contractor's submission of this document.

2.1.1.1 The following definitions apply to section 2.1.1: A "contingent hire" is an individual who has committed, under a signed letter of intent, to being employed by the offeror if the offeror is awarded the TO. A "prospective hire" is an individual that the offeror has committed to hiring if the offeror is awarded the task order whose identity may not be known until after task order award.

2.1.1.2 The offeror is forewarned that it may receive a weakness if it proposes the predominance of a labor category or Statement of Work (SOW) section tasking using prospective or contingent hire employees, and the evaluation team deems this a risk to successful performance.

2.1.2 Labor Category Information: The offeror shall submit labor category titles, functional responsibilities and labor qualifications for all key and non-key labor categories proposed under the prospective task order and that meet the minimum qualifications stated in Section C. The labor category title shall be consistent throughout the proposal. Functional responsibilities shall include the principal duties to be performed under the labor category on the prospective task order. Labor qualifications shall include experience and/or education requirements for all labor categories proposed. The labor qualification information proposed will be incorporated by reference into the resulting task order, thereby becoming the standards for use during performance of the effort.

2.1.2.1 Key Labor Categories: The offeror shall submit a list of the key labor categories and applicable personnel. This list shall meet the minimum criteria stated below:

2.1.2.1.1 Junior: A Junior level person within a labor category has less than three (3) years of experience performing work related to the labor category functional description and a B.A. /B.S. degree or a qualifying substitute, if identified. However, experience may exceed three (3) years if performing a junior level function. A junior level person is responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior positions.

2.1.2.1.2 Journeyman: A Journeyman level person within a labor category has three (3) or more years of experience performing work related to the labor category functional description and a B.A. /B.S. degree or qualifying substitute, if identified. A Journeyman level person typically performs all functional duties independently.

2.1.2.1.3 Senior: A Senior level person within a labor category has over ten (10) years of experience performing work related to the labor category functional description and an M.A. /M.S. degree, or a qualifying substitute, 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.

Table L-2

Labor Category	Level (Junior, Journeyman, Senior)	BLS SOC NO	Functional Description	Specific Professional Certification and Experience Requirements
Administrator, Associate	Journeyman	43-6011	Provide high-level administrative support by conducting research, preparing statistical reports, and handling information requests, as well as performing routine administrative functions such as preparing correspondence, receiving visitors, arranging conference calls, and scheduling meetings. May also train and supervise lower-level clerical staff.	At least three (3) years' experience in property management, purchasing, and/or security.
Configuration Management Analyst	Journeyman	13-1111	Collects, organizes and interprets data relating to aircraft and product programs. Maintains configuration control of acquisition products and data. Tracks configuration changes. Coordinates and supports development of Engineering Change Proposals. Applies government- instituted processes for documentation, change control management and data management. Follows and enforces DoD configuration management procedures (engineering change control documents and procedures, controlling drawing and document access, enforcing change procedures).	At least three (3) years program experience with DOD Support Equipment (SE) and/or Airborne Armament Equipment (AAE);
Purchasing Agent	Journeyman	13-1023	Purchase machinery, equipment, tools, parts, supplies, or services necessary for the operation of an establishment. Purchase raw or semi-finished materials for manufacturing. May negotiate contracts.	At least three (3) years' experience with contracts management and DoD acquisition processes and procedures
Drafter/CAD Operator IV	Journeyman	17-3013	Prepare detailed working diagrams of machinery and mechanical devices, including dimensions, fastening methods, and other engineering information. Prepares 2D and 3D drawings / computer models of unusual, complex, or original designs. Works with additive manufacturing ("3D printing") process and equipment, such as designing and optimizing models and files used for 3D printing and printing prototype and production-representative products.	Qualified Substitution: Four (4) years of additional relevant experience may be substituted for a Bachelor's degree.
Engineer/Scientist III*	Senior	17-2072	Research, design, develop, analyze, or test armament equipment systems or test equipment systems and associated subsystems and components for commercial, industrial, military, or scientific use employing detailed knowledge of electrical or mechanical theory (as applicable) and materials properties. Design electronic circuits, complex mechanical parts, and other key components for use in bomb racks, launchers, pylons, and weapons control support equipment.	Qualified Substitution: Bachelor's Degree may be substituted for a Master's degree.
Engineer/Scientist V*	Senior	17-2072	Research, design, develop, analyze, or test armament equipment systems or test equipment systems and associated subsystems and components for commercial, industrial, military, or scientific use employing detailed knowledge of electrical or mechanical theory (as applicable) and materials properties. Design electronic circuits, complex mechanical parts, and other key components for use in bomb racks, launchers, pylons, and weapons control support equipment.	
Engineering Tech III	Journeyman	49-2091	Install, inspect, test, adjust, or repair aircraft armament equipment and support equipment, such as bomb racks, ejection racks, pylons, launchers, and associated operational level and intermediate level test sets. Includes repair of electronics components such as circuit cards, wiring harnesses, and cable assemblies.	Qualified Substitutions: Four (4) years of additional relevant experience may be substituted for a Bachelor's degree. Two (2) years of additional relevant experience and an Associate's degree in the pertinent field (for example, electronics or mechanical engineering technology) may be substituted for a Bachelor's degree.
Logistics Analyst	Journeyman	13-1081	Analyze and coordinate the ongoing logistical functions of a firm or organization. Responsible for the entire life cycle of a product, including acquisition, distribution, internal allocation, delivery, and final disposal of resources.	At least three (3) years' experience in operational logistics / maintenance engineering. Qualified Substitutions: Four (4) years of additional relevant experience may be substituted for a Bachelor's degree.
Maintenance Logistician	Journeyman	13-1081	Analyze and coordinate the ongoing logistical functions of a firm or organization. Responsible for the entire life cycle of a product, including acquisition, distribution, internal allocation, delivery, and final disposal of resources.	At least three (3) years' experience in operational logistics / maintenance engineering. Qualified Substitutions: Four (4) years of additional relevant experience may be substituted for a Bachelor's degree.

Labor Category	Level (Junior, Journeyman, Senior)	BLS SOC NO	Functional Description	Specific Professional Certification and Experience Requirements
Program Analyst	Journeyman	13-1111	Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively. Includes program analysts and management consultants. Supports DOD Support Equipment (SE) and/or Airborne Armament Equipment (AAE) efforts.	
Program Manager*	Journeyman	13-1198	This occupation includes the 2018 SOC occupations 13-1082 Project Management Specialists and 13-1199 Business Operations Specialists, All Other and the 2010 SOC occupation 13-1199 Business Operations Specialists, All Other. 2018 SOC 13-1082-- "Analyze and coordinate the schedule, timeline, procurement, staffing, and budget of a product or service on a per project basis. Lead and guide the work of technical staff. May serve as a point of contact for the client or customer." Supports DOD Support Equipment (SE) and/or Airborne Armament Equipment (AAE).	
Project Control	Journeyman	13-1051	Prepare cost estimates for product manufacturing, construction projects, or services to aid management in bidding on or determining price of product or service. May specialize according to particular service performed or type of product manufactured. Supports DOD Support Equipment (SE) and/or Airborne Armament Equipment (AAE).	
Quality Assurance	Journeyman	51-9061	Inspect, test, sort, sample, or weigh nonagricultural raw materials or processed, machined, fabricated, or assembled parts or products for defects, wear, and deviations from specifications. May use precision measuring instruments and complex test equipment. Supports DOD Support Equipment (SE) and/or Airborne Armament Equipment (AAE).	
Software Engineer *	Senior	15-1256	Research, design, develop, and test computer and network software or specialized utility programs, including embedded software in weapons control support equipment and test equipment. Analyze user needs and develop software solutions, applying principles and techniques of computer science, engineering, and mathematical analysis. Update software or enhance existing software capabilities. May work with computer hardware engineers and systems engineers to integrate hardware and software systems, and develop specifications and performance requirements. May maintain databases within an application area, working individually or coordinating database development as part of a team. Supports DOD Support Equipment (SE) and/or Airborne Armament Equipment (AAE).	Either 10 years' experience with embedded software or 5 years' experience with PC-based applications and user interfaces required.
Supply Logistician	Junior	43-5071	Verify and maintain records on incoming and outgoing shipments involving inventory. Duties include verifying and recording incoming merchandise or material and arranging for the transportation of products. May prepare items for shipment.	At least two (2) years' experience in supply chain management (shipping & receiving, parts and inventory management, records management). Qualified Substitutions: Three (3) years of additional relevant experience may be substituted for a Bachelor's degree.
Systems Engineer*	Journeyman	17-2011	Perform engineering duties in designing, documenting, prototyping, and testing weapons control support equipment. This includes integrating, testing, and modifying equipment subsystems (software, firmware, and hardware), as well as ensuring the equipment as a whole meets all requirements (functional, safety, suitability, and cybersecurity) when used to test aircraft systems and aircraft armament equipment. May conduct basic and applied research to evaluate adaptability of materials and equipment to aircraft design and manufacture. May recommend improvements in testing equipment and techniques. Supports DOD Support Equipment (SE) and the Systems Engineering Technical Review (SETR) process, specifically as a systems engineer ensuring that hardware, firmware, and software subsystems are safely and suitably integrated together, and that the system as a whole integrates safely and suitably with the required external systems.	

Labor Category	Level (Junior, Journeyman, Senior)	BLS SOC NO	Functional Description	Specific Professional Certification and Experience Requirements
Technical Writer III	Junior	27-3042	Write technical materials, such as equipment manuals, appendices, or operating and maintenance instructions. May assist in layout work.	At least two (2) years' experience reviewing studies, drawings, parts lists, specifications, mockups related to Support Equipment (SE) and Aircraft Armament Equipment (AAE); at least two (2) years' experience creating, editing, and publishing (electronically) technical manuals using industry standard tools. Qualified Substitutions: Three (3) years of additional relevant experience may be substituted for a Bachelor's degree.

* Identifies Labor Categories considered Key Personnel

2.1.3 Key Personnel Resumes

2.1.3.1 Key Personnel: The offeror shall demonstrate their ability to commit sufficient personnel with the required knowledge and experience to achieve the objectives of this program. Based on the number of hours for each key position in the table above, the contractor shall provide resumes for the equivalent number of work-years:

- Engineer/Scientist III: 2 resumes
- Engineer/Scientist V: 3 resumes
- Software Engineer Sr.: 3 resumes
- Systems Engineers: 7 resumes
- Program Manager: 2 resumes

The contractor shall include with the resume a concise summary of the qualifications of the key personnel devoted to this effort. Note: No specific format is required for summary/resume but the following minimum information is required: Not to exceed 2 pages per key personnel:

- Employee Name
- Years of professional experience
- Current position/title
- Educational history
- Unique or Special Qualifications
- Chronology of professional experience
- Current level of security clearance

2.2 Understanding of the Work

2.2.1 Statement of Work Approach:

- 2.2.1.1 Provide a written narrative of the offeror's proposed understanding and capability to perform the requirements of the Statement of Work (SOW). The offeror shall include, but is not limited to, demonstration of knowledge and abilities specific to Airborne Weapons Support Equipment, Airborne Electronic Jamming Control and Aircraft Armament Equipment/ Aerial Refueling Stores (AAE/ARS) efforts for the following areas (Reference Section C Paragraphs 1.1.1-1.1.11): AN/AWM-103 Stores Management Subsystem Test Set (SMSTS), AWM-102A Stray Voltage Tester, USM-715 Rocket Pod Tester, Common Aircraft Armament Test Set (CAATS), Common Rack and Launcher Test Set (CRLTS), AN/ALQ-99 Tactical Jammer System-Pod Interface Units, Launcher Test Stand (LTS), AWM-101A Hellfire Missile Test Set, AWM-101B Hellfire Missile Test Set, Mobile Automated Verification Unit (MAVU), and AAE/ARS.
- 2.2.1.2 The offeror shall provide, but is not limited to, demonstration of knowledge and understanding specific to the following tasks referenced in Section C paragraphs 3.1-3.9: Assisting, investigating, and assessing Commercial Off-The-Shelf (COTS), Government Off-The-Shelf (GOTS) and Foreign Off-The-Shelf (FOTS) technologies that are candidates for technology demonstration/transition; System integration of items, off-the-shelf systems or system of systems using multiple technologies to support demonstration requirements; Systems engineering processes, defense acquisition, technology and life cycle management; Providing engineering evaluations in terms of Technology Readiness Levels (TRL) and test readiness for employment in operational demonstrations; Technical and engineering support required in defining requirements, providing test infrastructure, set-up and conduct of remote off-range locations; Providing operator level training for specific technology products and support services; Establish configuration management procedures and controls for the development and handling of multiple programs; Perform technology assessments which identify application opportunities associated with the evolution of technologies, level of material and potential issues, and include investigation, assessment and

summary reporting; Design reviews and technical demonstration of systems to be demonstrated and assessed; Providing logistics planning in support of rapid assessment missions; Capabilities to perform modeling and simulation; and Field support to include all phases of planning, testing, assessment and evaluation.

2.3 Management Plan

The offeror's management plan shall address the following:

2.3.1 Overall Management Approach:

The Offeror shall address in sufficient detail the following: Adequacy of management and resources to support the technical requirements of the solicitation and ability to function as a viable and productive partner with the Government; Management roles of the offeror's proposed workforce for this task order; Lines of responsibility, authority, and communication through which the tasks will be managed; Procedures to be taken to ensure quality and cost control; processes for managing and tracking Government Furnished Property; Processes for managing the task order from start to finish, including the role of the offeror's task order manager in product/process quality and how these functions are accommodated in the acquisition and overhead structures; Plan for early identification and resolution of problems; and Identification of potential performance risks and proposed risk mitigation strategies.

2.3.2 Usage of Teaming, Personnel, and Subcontractors:

Offerors shall present in sufficient detail the following: how their subcontractors will be managed to ensure cohesive integration into the overall management approach; description of the integration of the teaming partners into the overall management approach and how the offeror will leverage their strengths to increase value to the customer through technical leadership, quality assurance, and process improvement; how and why selected subcontractor(s) were chosen, which knowledge and skills the offeror will be acquiring through each subcontract, the level of subcontract effort expected; how the offeror will maintain control during the performance of work, and what percentage of the total proposed contract value represents subcontract awards to small business concerns.

2.3.3 Qualification/Recruitment/Retention:

Offerors shall also present in sufficient detail the following: Qualification/recruitment/retention procedures that would provide workforce improvements and upgrade the skills of highly trained and motivated personnel; Description of its process for qualifying personnel to perform SOW tasks; Explanation of approaches for maintaining technical competence to perform the tasks in the SOW; Employee retention plan and Professional employee compensation plan in accordance with FAR 22.1103

2.3.4 Transition Plan: - Describe the transition process in detail including all steps the offeror intends to take in order to assume responsibility from the incumbent contractors within sixty (60) days upon task order award. Of specific interest are personnel, skilled workforce, properly trained with adequate security clearances; and how the offeror will assume responsibility for support of current programs without discontinuity of work flow or loss of integrity of the programs' current operations. The offeror shall provide a staffing plan for hiring personnel after task order award. The proposed plan should include a schedule for hiring ramp up and a timeframe of when staffing actions will be completed and any risk mitigation strategies. Staffing Actions shall be completed not later than 30 days after task order award. The plan shall also include schedule and costs related to relocating the AAE and other GFE inventory detailed in SOW sections 1.1.11.1, 1.1.11.2, and including laboratory equipment. The plan shall include but not be limited to start date, end date, and detailed Plan of Action & Milestones (POA&M) with measurable elements. The Transition plan shall be consistent with the offeror's technical presentation and cost proposal.

2.3.4.1 Proximity: The offeror must demonstrate their ability to provide facilities to support required tasking within 40 miles of Indianapolis, Indiana. Proximity of contractor facilities will be evaluated. The estimated maximum requirement needed is 35,000 square foot of lab space, staging facility and 15 office spaces for government personnel during POP. Estimated Maximum Space is provided below:

Office Space (direct): SOW 1.1.12; 2,100 sq. /ft. - This space is 100% government.

Laboratory Space (indirect): SOW 1.1.1 – 1.1.11; 15,600 sq. /ft. – This space is shared by government and contractor personnel.

Staging Facility (direct): SOW 1.1.11.1- 1.1.11.2; 16,600 sq. /ft. – Care of Supplies in Storage (COSIS). This space is not occupied by personnel.

The offeror will be required to propose additional office space for Contractor employees beyond the 35,000 square/ feet identified in the SOW.

3.0 PAST PERFORMANCE

3.1 Sources of past performance evaluation information include information provided by the Offeror in response to the solicitation, information obtained from questionnaires, and any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information Systems, Electronic Subcontract Reporting System, or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Fee Determining Officials. The Offeror shall complete the Past Performance Information Form, Attachment P1, for each past performance reference performed within five years of the solicitation release date. The Offeror shall submit no more than five Past Performance Information Forms as the Prime Contractor, no more than five forms for each principal subcontractor, and/or no more than five forms for each JV team member. The Offeror shall submit written consent from its principal subcontractor(s) and JV team member(s) that will allow the Government to coordinate any past performance issues directly with the Offeror. If the Offeror does not submit the written consent, the Government will address any past performance issues directly with the principal subcontractor or JV Team member and the Offeror will forfeit the opportunity to participate in any related discussions. Consequently, for any principal subcontractor and JV team member that does not provide the written consent, the Offeror shall provide the name, address, phone number, and email address with whom the Government may address any past performance issues.

3.1.1 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.

3.1.2 The primary source of past performance information will be PPIRS. If a Contractor Performance Assessment Report (CPAR) exists for multiple years for the same contract/order, all periods of performance within the recent period specified above, for that contract/order, will be used for evaluation. In the event a CPAR does not exist for a past performance reference, the Offeror shall submit a Contractor Performance Assessment Questionnaire (CPAQ), Attachment P2, to the Contracting Officer who is the Assessing Official. The Offeror shall include instructions for the Contracting Officer to send completed questionnaires within two weeks of its receipt via e-mail to Kieran Connolly, Contract Specialist, at Email Kieran.m.connolly2.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.

3.1.3 If the Offeror does not have any past performance, it shall provide an affirmative statement stating it has no past performance. This statement shall be provided in the submittal under Volume 3 Past Performance.

4.0 Cost/Price Proposal

* If subcontractors are proposed, they shall provide the same information required for the prime contractor, utilizing the same submission methods unless otherwise noted below.

4.1 The offeror shall complete and submit Section B through the SeaPort-NxG portal. The cost/price proposal shall be submitted as a separate file through the SeaPort-NxG portal. All cost and/or pricing information shall be contained in Volume 4 only. Offerors shall submit their cost/price proposal utilizing the Cost Summary Spreadsheet (Attachment P3). The Offeror shall submit a fully completed Attachment P3. Regardless of the type of CLINs (e.g., CPFF, CPIF, CPAF, or FFP) under the solicitation, offeror shall fully disclose the build-up of cost/price of each CLIN. When completing P3, the offeror, (e.g., prime vendor) shall not utilize any fully burdened hourly rates when pricing the labor of its employees. If a subcontractor of the offeror utilizes fully burdened rates in its proposal to the prime, the subcontractor shall provide its own P3 delineating the build-up of those rates to the Government. The proposal shall be unprotected and unlocked, with formulas intact to show mathematical operations.

4.1.2 This Volume shall also contain a copy of Section B with the Contract Line Item (CLIN) and Sub-CLIN Unit Prices and, for evaluation purposes, the Total Prices filled in using the estimated quantities value in the solicitation and the instructions below. Section B prices shall be provided separately in one digital data copy in MS Office 2010 Excel format submitted via the SeaPort-NxG Portal and shall provide a hard copy to the email address provided in section L. 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.

4.1.3 All price/cost and price/cost supporting information shall be contained in Section B and the price/cost proposal. No price or pricing information shall be included in any other technical volume including cover letters.

Offeror are responsible for submitting sufficient information to enable the Government to fully evaluate their price/cost proposal.

4.2 Ground Rules and Assumptions:

4.2.1 As this is a competitive acquisition with adequate price competition anticipated, certified cost or pricing data in accordance with FAR 15.403-1 is not required. However, in the event that adequate price competition does not exist after receipt of proposals, the Government reserves the right to request additional cost or pricing data as necessary from both the Offeror and subcontractors and may conduct negotiations with the Offeror, pursuant to FAR Part 15.403-4, in order to ensure a reasonable and realistic price/cost. 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. Offeror shall acknowledge the requirement to provide additional cost or pricing information and certify the data prior to award if/when requested by the Government.

4.2.2 The cost of general purpose items required to conduct normal business operations will not be considered allowable Other Direct Charges. The following types of general purpose costs required to conduct normal business operations are not directly reimbursable: the cost and associated costs for telephones and telephone charges (except for project-related telephone charges for performance of this contract which, per contractor's DCAA-approved accounting system, may be directly reimbursed under communication expenses), modems, typewriters, reproduction machines, word processing equipment, personal computers, computer software, Internet access charges, facsimile machines, commercial carrier charges, pagers, and other general purpose office equipment and office supplies.

4.2.3 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. Any apparent imbalances in the pricing, high or low proposed prices/costs as compared to historical data, or any other anomalies should be fully explained. Topics to be addressed include, but are not limited to, investments, programmatic variables (e.g., inflation/escalation, location, make/buy decisions, prime/subcontractor relationships, and business base concerns), etc.

4.3 Price/Cost Information:

4.3.1 Offerors shall submit their fully completed cost/price proposal utilizing the Cost Summary Format (Attachment P3). The spreadsheet shall be formatted on letter size (8.5 X 11) paper and shall be unprotected and unlocked, with formulae intact to show mathematical operations. The Offeror shall use the CLIN Summary tab to breakout total proposed costs by CLIN.

4.3.2 Complete Attachment P4, (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 employee annual salaries may be subject to the NAVAIR labor tripwire identified in Section M. The offeror (e.g. prime vendor) shall not utilize any fully burdened hourly rates when pricing the labor of its employees. If a subcontractor of the offeror utilizes fully burdened rates in its proposal to the prime, the subcontract shall provide its own Cost/Price Spreadsheet delineating the build-up of those rates to the Government. The Offeror shall sum up the proposed Total Prices/Costs by contract year, and provide a total overall price/cost of the proposal using estimated quantities, and submit a complete Section B. For Fixed Priced CLINs/SLINs, the Schedule B Total Price is equal to the proposed unit price multiplied by the Section B Estimated Quantity for that CLIN.

4.3.3 Reasonableness and Consistency between the Technical and Price/Cost Volumes. Demonstrate that the unit prices and the total proposed price/cost are reasonable, realistic, and commensurate with the work required by the solicitation and the technical and management approaches identified in the Technical Volume of the proposal. Show traceability with the CLINs, SubCLINs, SOW, proposed effort, proposed manning levels, and prices/costs. Refer to specific sections in the Technical Volume as needed to illustrate the consistency between the Price/Cost Volume and the Technical Volume. The Offeror shall explain any inconsistency between promised performance and price/cost, as well as any appearance of unbalanced pricing, in the proposal.

4.3.4 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.

4.3.5 Direct/Indirect Rates: The Offeror shall use and 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.

4.3.5.1 The Offeror shall provide Defense Contract Audit Agency (DCAA) Information/Payroll Verification information as follows: A DCAA and DCMA point of contact, with a current e-mail address, must be provided for the prime and each subcontractor. 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. Additional indirect information shall be provided in accordance with the guidelines outlined below:

The offeror and all proposed subcontractors shall provide the most current year and previous three years' DCAA Provisional Billing Rate Approval Letters, and/or DCAA and/or DCMA Forward Pricing Rate Agreement (FPRA), DCMA Forward Pricing Rate Recommendations (FPRR), and any other information necessary to substantiate current and previous years' provisional/forecasted indirect rates. The historical provisional/forecasted indirect rate information for each of the three previous years shall include indirect cost pools and associated cost allocation bases, by cost element for each year; along with the applicable calculated indirect rate. The requested historical "provisional/forecasted" indirect rate information shall be provided for each of the proposed indirect rates included by the offeror in its cost proposal submission (P3). The offeror and all subcontractors shall provide cumulative year-to-date (YTD) actual indirect rate information thru the most recently closed month in the offeror's current accounting year, along with each of the last three (3) years of "actual" indirect rate information.

The actual indirect rate information for the cumulative year-to-date (YTD) period and each of the three previous years shall include indirect cost pools and associated cost allocation bases, by cost element for each year; along with the applicable calculated indirect rate. The requested three previous (3) years of actual indirect rate information shall be supplemented where possible by an electronic copy of the offeror's and all subcontractors' annual "Incurred Cost & Indirect Rate Proposal" inclusive of all schedules including executive compensation; as was previously submitted by the offeror and subcontractors, to its cognizant ACO/DCAA office during each of the previous three (3) years. The requested historical "actual" indirect rate information shall be provided for each of the proposed indirect rates included by the offeror in its cost proposal submission (P3).

A sample of the requested indirect rate information by pool, base and cost element is provided in the DCCA Pamphlet No. 7641.90 titled "Information for Contractors"

As stated at FAR 31.002, DCAA offers the "free" Pamphlet No. 7641.90 via the internet at <http://www.dcaa.mil>.

4.3.5.2 For contingent hires, the offeror shall provide contingent offer letters outlining salary information for contingent hire employees. For any prospective hires for any non-key personnel, provide information to substantiate the rates proposed. All contingent hires shall have a letter of intent submitted under the Cost Volume.

The letter of intent is a separate written agreement signed by the potential employee(s) to work for the Offeror effective at contract award. Any proposed consultants shall have a consultant agreement substantiating the rates proposed. If a composite rate or other pricing methodology (e.g. cost estimating relationships) is utilized, the

Offeror shall demonstrate how those rates were developed. Subcontractors and team members shall provide this information either separately or included in the Offeror's submission of this document.

4.3.5.3 If subcontractors are proposed, the prime contractor must justify the reasonableness of each subcontractor's cost, if applicable. A discussion for the basis of this determination is required for each proposed subcontractor. If the contractor requires the use of consultants in its proposal the consultant cost shall be captured under the appropriate labor CLIN not the ODCs CLIN. The proposed consultants are required to submit their cost/price proposal via the SeaPort Bid Event site as either its own submission if the entity has access to SeaPort or as part of the prime contractor's proposal. Any information the consultant does not want the prime contractor to have access to shall be provided to the prime contractor in a password protected file and the password shall be emailed directly to the Contracting Officer. The cost/price proposal shall have formulae intact to show mathematical operations. The prime contractor must justify the reasonableness of each consultant's cost, if applicable. A discussion for the basis of this determination is required for each proposed consultant. If available past invoices and the current consulting agreement with the consultant shall be submitted.

4.3.5.4 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.

4.3.6 If any of the rates utilized by the Offeror or any subcontractors differ from the DCAA information and/or payroll verification, a justification shall be provided for the difference. If DCAA has not reviewed the rate information for an Offeror or one of its subcontractors, the Offeror must submit a detailed justification of the proposed direct and indirect rates. The Offeror shall also provide documentation verifying that it has a DCMA approved Accounting System in accordance with DFARS clause 252.242-7006, or state that its Accounting System has not been approved by DCMA. The Government may compare a prospective Offeror's labor category rate to the average labor rate from industry.

4.3.6.1 The Offeror shall fully disclose the buildup of cost/price of each CLIN.

4.3.7 When completing the Cost Summary Spreadsheet (Attachment P3), the Offeror shall not utilize any fully burdened hourly rates when pricing the labor of its employees. If the Offeror's proposed employees are under a collective bargaining agreement, the Offeror shall provide a copy of the agreement.

4.3.8 Limitation on Subcontracting (per 13 CFR §125.6(e)(2), compliance with the limitation on subcontracting shall be an element of responsibility). This requirement will be a full and open competition utilizing SeaPort-NxG. Provide a breakout to demonstrate how the prime contractor will perform at least 50% of the cost of the contract incurred for personnel with its own employees for each period of performance in accordance with FAR clause 52.219-14. Cost of contract incurred for personnel includes direct labor cost, overhead that has only direct labor as its base, and the small business's General and Administrative (G&A) rate multiplied by the labor cost.

4.3.9 Provide a narrative that addresses any assumptions made during the preparation of the cost/price proposal

and discuss the basis for the cost elements listed below:

- Direct labor rates by category. The Offeror is required to submit labor rates for all proposed current, contingent, and prospective hire individuals. If composite or category averages are proposed, provide a breakdown of how rates are developed. If necessary provide a narrative to describe derivation of labor rates, use of uncompensated overtime, pools to which indirect rates are applied, historical /provisional billing rates for indirect rates for the last 3 years and description, and amount of proposed other direct costs. If the Offeror requires the use of consultants in performance of the effort, the consultant cost shall be captured under the appropriate labor CLIN not the ODCs CLIN.
- Escalation on labor. Offerors, including subcontractors, shall address escalation for all Non-SCA labor categories, and shall provide rationale for the specific escalation rate used. Offerors that do not include escalation, or an explanation as to why it is not included, may be considered unrealistically low and may have their proposals adjusted by the Government to include escalation in the option periods.
- Indirect costs (e.g., Overhead, Fringe Benefits, General & Administrative (G&A), etc.)

- Information needed to explain the offeror's estimating practices
- Profit/Fee: Identify profit/fee rate and total amounts proposed and identify the various cost elements to which the profit/fee is being applied. Profit, Base, Award, and Incentive fee rates, as applicable in Section B, must be clearly distinguishable. Profit/Fee shall not be applied to Other Direct Costs (ODCs).
- 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.
- The majority of the work will be performed at the Offeror's facility, however personnel may be required to travel to various government facilities to support aircraft testing and integration, technical reviews, technical interchange meetings, or publication reviews, verification, and validation.
- Total Professional Compensation Plan in accordance with FAR 52.222-46.

4.3.10 Other Costs: The Offeror shall identify additional costs that would be incurred that have not been identified in the solicitation and describe in detail the performance that would cause these costs. Also, describe any assumptions with regard to Government actions (e.g., providing resources whether it be equipment or people) that enabled the proposed price/cost to be lower and identify the amount by which it is lower.

4.3.10.1 Other Direct Costs (ODCs) by specific cost element (Travel and Material). Reimbursement for Travel will be in accordance with the Joint Travel Regulation. If the offeror chooses to increase the Government estimated amount by applying burdens or for other reasons, the offeror must provide the basis/detail for the variance. NMCI seats will be required for this effort. Proposals should reflect the contractor's requirements based on the number of personnel they propose who need access to Government databases. The Government's estimate for travel, material, and NMCI for the prime and all subcontract efforts, unburdened is listed below:

CLIN	Travel	Material
3000	\$239,246	
3100	\$246,424	
3200	\$253,816	
3300	\$261,431	
3400	\$269,274	
3001		\$1,196,232
3101		\$1,232,119
3201		\$1,269,082
3301		\$1,307,155
3401		\$1,346,269

4.3.10.2 Offerors shall utilize the Not-To-Exceed (NTE) amounts provided by the Government for the above ODC CLINs. If an offeror chooses to increase one of these NTE CLIN values it must provide the justification for this variance. If it is the Offeror's accounting practice to apply (and invoice for) burdens with regards to ODCs, then the Offeror shall propose the ODC amount plus the addition of the applicable burdens. If the Offeror chooses not to burden ODCs, then the Offeror shall propose an H-clause to identify this special term and condition. (NO FEE SHALL BE APPLIED TO ODCs).

4.3.10.3 Labor Hours: The Government estimate is 448,800 hours for the entire work effort. A work-year is defined as 1,920 hours exclusive of holidays and leave. The contractor shall propose these labor hours per labor category. The contractor shall not deviate from the labor hours stated below.

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* Denotes key positions for which resumes shall be submitted. Offerors shall submit resumes for only those key positions to begin working at contract award.

Labor Category	Level	Base	Option Period I	Option Period II	Option Period III	Option Year IV
Administrator, Associate	Journeyman	640	640	640	640	640
Configuration Management Analyst	Journeyman	1,320	1,320	1,320	1,320	1,320
Acquisition Support	Journeyman	2,200	2,200	2,200	2,200	2,200
Drafter/CAD Operator IV	Journeyman	1,680	1,680	1,680	1,680	1,680
Engineer/Scientist III*	Senior	2,520	2,520	2,520	2,520	2,520
Engineer/Scientist V*	Senior	5,200	5,200	5,200	5,200	5,200
Engineering Tech III	Journeyman	34,080	34,080	34,080	34,080	34,080
Logistics Analyst	Journeyman	2,160	2,160	2,160	2,160	2,160
Maintenance Logistician	Journeyman	5,760	5,760	5,760	5,760	5,760
Program Analyst	Journeyman	1,440	1,440	1,440	1,440	1,440
Program Manager*	Journeyman	3,480	3,480	3,480	3,480	3,480
Project Control	Journeyman	600	600	600	600	600
Quality Assurance	Journeyman	2,040	2,040	2,040	2,040	2,040
Software Engineer *	Senior	5,160	5,160	5,160	5,160	5,160

Supply Logistician	Junior	4,800	4,800	4,800	4,800	4,800
Systems Engineer*	Journeyman	12,840	12,840	12,840	12,840	12,840
Technical Writer III	Junior	3,840	3,840	3,840	3,840	3,840
Total Hours		89,760	89,760	89,760	89,760	89,760

4.3.10.4 All other key personnel resumes will be sent when tasking is requested of the awardee. Please refer to Section B text for a detailed table of hours per labor category over the potential five-year period of performance.

4.3.10.5 Offeror's labor classifications should cross-reference to Department of Labor (DOL) wage determination classifications as much as possible. In addition, the Offeror shall provide a percentage breakdown of the Contractor indirect costs and burdens added to the Government estimates for the Cost Reimbursable CLINs in section B.

4.3.10.6 Demonstrate the reasonableness of the rates identified in any Fixed Hourly Rate CLINs. Describe the basis for the rates, showing its build up and skill mix.

4.4 Total Professional Compensation Plan:

The Offeror shall provide a Total Compensation Plan in accordance with FAR 52.222-46 for each proposed professional employee. The Plan shall include, but not limited to, the following items:

- (1) The proposed direct labor rate for each professional employee proposed;
- (2) The total cost of the proposed fringe benefits package for each professional employee proposed, including:
 - (a) list and brief summary of the benefits that make up the fringe package (e.g. vacation time, sick leave, stock, incentive plans, family leave, life insurance, severance pay, bonus plans, health insurance, holidays, location allowance, retirement benefits); and
 - (b) an itemization of the benefits that require employee contributions, and the amount of that contribution as a percentage of the cost of the particular benefit; and
- (3) Data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used by the Offeror in establishing the total compensation structure.

52.222-46 -- Evaluation of Compensation for Professional Employees.

Evaluation of Compensation for Professional Employees (Feb 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

4.4 Use of Government Furnished Property:

If the Offeror proposes/requires the use of Government Furnished Property (GFP)(Navy Marine Corps Intranet (NMCI) capable laptop computers) or Government Furnished Information (GFI), then the Offeror shall provide:

- A complete description of the required GFP/GFI including part number and serial number, if applicable.
- Where the GFP/GFI is to be located.
- The name, organization, complete address and telephone number of a cognizant Government point of contact.

- In the case of GFP/GFI accountable to other Government contracts, a copy of the correspondence authorizing use of such GFP/GFI on this contract.
- The monetary impact to the Offeror's proposal if the proposed GFP/GFI is not provided as GFP/GFI.

If no GFP/GFI/GFE is required, the Offeror shall so state.

4.5 Other Costs

The Offeror shall identify additional costs, that would be incurred that has not been identified in the solicitation and describe in detail the performance that would cause these costs. Also, describe any assumptions with regard to Government's actions (e.g., providing resources whether it be equipment or people) that enabled the proposed price/cost to be lower and identify the amount by which it is lower.

The offeror shall plan for up to \$150K in shipping costs associated with the transfer of Government Owned Property and GFE against this effort.

252.215-7008 ONLY ONE OFFER (JUN 2012)

Section M - Evaluation Factors

M - (1) EVALUATION FACTORS FOR AWARD (SERVICES)

This effort is for a Seaport-NxG task order. This requirement will be a full and open competition. Potential contractors shall have facilities within forty (40) miles of Indianapolis, Indiana at TO award.

PART A: GENERAL INFORMATION

1.0 GENERAL

1.1 Award of the task order resulting from this solicitation will be made to the offeror whose proposal, conforming to the solicitation, offers the “best value” to the Government in terms of technical, past performance and price rather than to the proposal offering the lowest price. “Best value” means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit(s) in response to the requirement. The Offeror is advised that the lowest priced proposal meeting the solicitation requirements may not be selected for an award if award to a higher priced Offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher priced proposal must merit the additional price.

2.0 EVALUATION PROCESS

2.1 The Government intends to evaluate each proposal and award a Task Order to the responsible offeror whose offer, conforming to the solicitation, provides the greatest overall benefit to the Government, all factors considered. The Government reserves the right to hold discussions; however, award may be based upon initial offers. Therefore, offerors are cautioned that their initial offer should contain the offeror's best terms from a technical, past performance and price standpoint. If a competitive range is established, the government 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.

2.1.2 Evaluation of an offeror's proposal will be based on the information presented in the written proposal along with any input obtained from outside sources relevant to past performance. Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of cost, may be deemed to be reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work. 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 will impact the resulting evaluation ratings and a deficiency or lack of responses to factors and/or sub factors may be used as a basis for eliminating a proposal from further consideration.

2.1.3 For all the Technical factor(s)/subfactors, if applicable, a Technical Rating and Technical Risk Rating will be assigned. The Technical Rating reflects the degree to which the proposed approach meets or does not meet the minimum performance or capability requirements through an assessment of the strengths, and deficiencies of the proposal. The degree of benefit to the Government associated with assigned strengths will be considered in determining whether the Offeror's approach and understanding of requirements rises to a level of being thorough or exceptional. The Technical Risk Rating considers the risk associated with the technical approach in meeting the requirement and is assessed by the identification of weakness(es). Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. Offerors are advised that during the evaluation process, a technical factor with an “Unacceptable” Technical Rating or a “High” Risk Rating may result in the entire proposal being found unacceptable and eliminated from the competition. Offerors are also advised that a Marginal rating may make the proposal unawardable without discussions.

2.1.4 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 (JV), 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

3.1 Each offeror will be evaluated based on the following three factors:

- Technical
- Past Performance
- Cost/Price

Technical is significantly more important than past performance and past performance is more important than Cost/Price. Technical and Past Performance when combined, are significantly more important than cost/price. Though cost/price is not the most important evaluation factor, its degree of importance will increase commensurably with the degree of equality among the different offerors' technical and past performance proposals.

3.2 The technical sub factors are of equal importance. They are:

- Workforce
- Understanding of the Work
- Management Plan

3.3 The three aspects under Past Performance will not be separately weighted or rated, but all must be addressed together, and will be evaluated as part of this factor. They are: Recency, Relevancy, and Quality.

3.4 The proposal must demonstrate to the Government's satisfaction that the Offeror will provide a quality supply or service that will ensure the successful accomplishment of the solicitation requirements and overall program objectives. If deemed appropriate by the Government, proposal information provided for one factor may be used to assess other factors. In addition, the Offeror's technical proposal will be reviewed to determine if it is consistent with the price/cost proposal, and reflects a clear understanding of the scope of work necessary to meet the solicitation requirements.

3.5 For all the Technical factor(s)/sub factors, if applicable, a Technical Rating and Technical Risk Rating will be assigned. The Technical Rating reflects the degree to which the proposed approach meets or does not meet the minimum performance or capability requirements through an assessment of the strengths, and deficiencies of the proposal. The degree of benefit to the Government associated with assigned strengths will be considered in determining whether the Offeror's approach and understanding of requirements rises to a level of being thorough or exceptional. The Technical Risk Rating considers the risk associated with the technical approach in meeting the requirement and is assessed by the identification of weakness(es). Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. Offerors are advised that during the evaluation process, a technical factor with an "Unacceptable" Technical Rating or a "High" Risk Rating may result in the entire proposal being found unacceptable and eliminated from the competition. Offerors are also advised that a Marginal rating may make the proposal unawardable without discussions.

3.6 For the Past Performance factor, the Offeror's past performance will be evaluated to determine how relevant prior efforts accomplished by the Offeror are

to the solicitation requirements. A Performance Confidence Assessment Rating will then be assigned, which addresses the Government's level of confidence in the Offeror's ability to perform the required effort successfully based on the Offeror's (including subcontractors' and/or JV/SLE team members') and relevant past performance. 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. In the case of an Offeror without a record of past performance, without a record of relevant past performance, or for whom information on past performance is not available, the Offeror will receive a rating of "Unknown" which is considered a "Neutral" rating. Under Past Performance, the Government will evaluate how well an Offeror has performed similar work before. When proposals are received from contractor entities (e.g., teams, joint ventures) specifically formed to propose on a particular acquisition, the past performance evaluation will consider each individual team member.

PART B: SPECIFIC INFORMATION

1.0 TECHNICAL PROPOSAL

The Government will evaluate the Offeror's proposal to demonstrate its understanding of the work and its ability to meet the solicitation requirements. The Government will assess the offeror's technical proposal with respect to its compliance with solicitation requirements and the risk associated with the Offeror's approach. The evaluation will also include an assessment of the following sub factors which are of equal importance:

1.1 Workforce:

The Government will evaluate personnel and the supporting information to determine how well the team is suited to perform the tasks under the SOW. In addition, personnel will be evaluated on labor qualifications, including education, experience, and security clearance levels, that the offeror proposes to utilize in the performance of this effort.

1.2 Understanding of the Work:

The Government will evaluate the offeror's understanding of the work based on responses or presentations required by Section L of this solicitation. The Government will evaluate the clarity, completeness, and realism of the responses.

1.3 Management Plan:

The Government will evaluate the offeror's proposed management plan based on the responses required by Section L of this solicitation. This should include a subcontracting approach if subcontractors are being proposed.

The Government will evaluate for clarity, completeness, and realism of the responses and the extent to which proposed processes and procedures ensure successful accomplishment of the tasks described in the SOW.

2.0 PAST PERFORMANCE

2.1 Each offeror will be evaluated on its team's past performance based on contracts or subcontracts currently ongoing or completed within the last five (5) years for similar efforts. The Government will focus on information that demonstrates quality of performance relative to size and complexity of the procurement under consideration and relevance of the performance to the requirements of the SOW of the solicitation. Sources other than those identified by the offeror may be contacted by the Government. In the case of an offeror for which information on past performance is not available, the offeror will not be evaluated and a neutral rating will apply. There are three aspects to the past performance evaluation:

- · recency of the past performance, which will only consider work performed within five years of the solicitation release date
- · relevancy of the Past Performance, which will consider similarity of work in terms requirements of the SOW in addition to size and complexity of the work
- · quality of the recent, relevant, past performance, which will focus on requirements, schedule, controlling cost, managing the effort, and small business utilization

2.2 A separate quality rating will not be assigned. However, a past performance confidence assessment rating will be based on the Offeror's overall record of past performance taking into account the recency, relevancy, and quality of performance.

3.0 COST/PRICE

3.1 Except for otherwise unacceptable proposals when awarding on initial proposals, the Government will perform a cost realism analysis to determine the Most Probable Cost (MPC) for each applicable offeror's proposal. Cost realism analysis is the process of independently reviewing and evaluating specific elements of each Offeror's proposed cost to determine whether the proposed cost is realistic for the work to be performed and are consistent with the unique methods of performance and materials described in the Offeror's technical proposal. In conducting its cost realism evaluation, the Government may review the prospective Offeror's proposed labor categories and compare the proposed rate to the average labor rate in industry or other similar rates within the same demographic zone where the work is to be performed. Pertinent cost information, including but not limited to DCAA-recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government determination of the MPC for the performance of this contract.

3.2 In addition, adjustments to the cost portion of the offer may be made to include Government costs required to accomplish the Offeror's proposed approach (e.g., additional Government-Furnished Property/Government-

Furnished Information required by the Offeror to implement its approach) with the exception of those costs to the

Government that are equal to all Offerors. The MPC is an Offeror's total cost, including fee, and any additional adjustments the Government has determined necessary to make the proposed cost realistic for all periods. The

Government will use the results of its cost realism analysis to determine the MPC of performance for each

Offeror. The MPC may differ from the proposed cost. 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.

3.3 Unrealistically low costs or inconsistencies between the technical and cost proposals may be assessed as proposal risk and could be considered weaknesses under the technical factor. Therefore, any inconsistency, whether real or apparent, between the technical proposal and cost proposal should be explained in the narrative section of the cost/price proposal.

3.4 In addition, the Government will also adjust the contractor's total proposed cost to reflect the incorporation of FAR 52.217-8, Option to Extend Services. The added cost for the potential extension up to 6 months, pursuant to

FAR 52.217-8, will be based upon the contractor's proposed cost and fee, adjusted for realism, for the last contract task order option extended by six months. Based on such analysis, an evaluated cost for the offeror will be calculated to reflect the Government's estimate of the offeror's most probable cost. Evaluated cost to the

Government is an offeror's total cost, including profit/fee and any additional adjustments the Government has determined necessary to make the proposed cost realistic for all periods. This evaluated cost will be used in making an award recommendation. Therefore, any inconsistency, whether real or apparent, between promised performance and cost should be explained in the supporting cost/price data volume.

3.5 Each offeror's total price shall be evaluated to ensure that it is fair and reasonable. Generally, adequate price competition established price reasonableness. However, the Government may also use current or recent pricing for the same or similar items, commercial published data, Government estimates, industry standards, or other information as deemed appropriate by the Government to establish price reasonableness. The Government will calculate the total evaluated price for each offeror by adding the Government's most probable cost for the base period and all option periods, developed in accordance with Section M 3.1, to the price proposed in the base period and all option periods for the firm-fixed price portion of the effort, if applicable. Evaluation of the options will not obligate the Government to exercise the options.

3.6 Prospective Offerors are forewarned that a proposal meeting solicitation requirements with the lowest evaluated price may not be selected if award to a higher evaluated, and higher priced offeror is determined to be most advantageous to the Government.

3.7 Prospective Offerors are forewarned that if there are discrepancies between Section B, Attachment P3 and Volume 4 Narrative, Section B prevails. The discrepancies may impact the realism and reasonableness assessment of the offeror or its eligibility for award.

3.8 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.

3.9 Should the Government elect to establish a competitive range and initiate discussions, specific instances of fully burdened labor rates that exceed the noted functional area tripwires will be addressed with individual Offerors.

3.10 If this is a set-aside competition, the contractor's compliance to FAR Clauses 52.219-14 Limitation on Subcontracting, 52.219-27 Notice of Total Service-Disabled Veteran-Owned Business Set Aside, or 52.219-3 Notice of Total HUBZone Set Aside, as applicable, will be evaluated. Contractors' proposals which fail to meet the limitation on subcontracting during each period of performance may not be considered for award.

3.11 The Offeror's proposal shall be evaluated to be in compliance with its Basic Contract H-10 Savings Clause.

3.12 The Government will evaluate the Offeror's Total Compensation Plan in accordance with FAR 52.222-46.

3.13 Normally, competition establishes price reasonableness. In limited situations, additional analysis will be required by the Government to determine reasonableness. If, after receipt of a proposal, the PCO determines that adequate price competition does not exist and a determination is made that none of the exceptions in FAR

15.403-1(b) apply, the Offeror may be required to provide certified cost and pricing data in accordance with FAR 15.403-4.

1.0 EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS

1.1 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 sub factor, as required.

2.0 TECHNICAL EVALUATION RATINGS

2.1 Technical Ratings: The technical rating assignments reflect the Government's assessment of the quality of the Offeror's technical solution for meeting the Government's requirement.

Rating	Description
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. The proposal contains multiple strengths and no deficiencies.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains at least one strength and no deficiencies.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths or deficiencies.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies and is unawardable.

2.2 Technical Risk Rating: The risk rating assignments reflect the Government's assessment of potential for disruption of schedule, increased cost, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance associated with the Offeror's technical approach.

Rating	Description
Low	Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Can potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

3.0 PAST PERFORMANCE RELEVANCY RATINGS

3.1 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

4.1 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.

4.2 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.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

5.0 OTHER DEFINITIONS

Strengths: An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance. (FAR15.001)

Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance. (FAR 15.001)

Deficiency: a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level. (FAR 15.001)

Recency: as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is

generally expressed as a time period during which past performance references are considered relevant.

Relevancy: as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

Risk: as it pertains to technical, 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.

5252.215-9511 COST REALISM (OCT 2007) (NAVAIR)

(a) All efforts proposed on a cost reimbursement basis shall be evaluated using cost realism. Cost realism analysis

is conducted to determine what the Government should realistically expect to pay for the proposed effort, the

offeror's understanding of the work and the offeror's ability to perform the work. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs may be considered a reflection of a lack of understanding of the work required and may be considered in the technical analysis, which could affect the technical rating or risk assessment.

(b) An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost/price should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb certain costs, the offeror shall fully identify and explain those company investments. The resulting contract shall include a clause indicating that those costs will not be allowable.

(c) Any significant inconsistency if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and its financial ability to perform the contract, and may affect risk assessments and responsibility determinations.