

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		▶	RATING DO-A1	PAGE 1	OF 1	PAGES 43
2. CONTRACT NUMBER		3. SOLICITATION NUMBER N0042122R3007		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 11/14/2022		6. REQUISITION/PURCHASE NUMBER 251522003	
7. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River, MD 20670				CODE N00421		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 1400 local time 12/15/2022
(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 Silas Alexander	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE 301	NUMBER 757-9796	EXTENSION	silas.alexander@navy.mil

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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		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
AREA CODE	NUMBER				
				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.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

General Information

Points of Contact:

Angela Herndon, Contract Specialist

Email: Angela.D.Herndon.civ@us.navy.mil

Silas Alexander, Procuring Contract Officer

Email: silas.alexander.civ@us.navy.mil

1. This acquisition is an Unrestricted, Full & Open Competition and is for the intended award of a single CPFF type task order in accordance with Subpart 16.505 Fair Opportunity procedures under the FAR.
2. This task order is issued in accordance with the terms and conditions of the SeaPort-NxG Multiple Award Contract ("MAC"). Therefore, all terms and conditions of the SeaPort-NxG MAC are hereby fully and expressly incorporated into the task order. Only clauses and provisions requiring fill-ins or unique to the task order have been included in this task order. Under SeaPort NxG Task Order competitions, the term "contract" means "task order".
3. The Product/Service Code (PSC) for this procurement is DA01: IT and Telecom – Business Application/Application Development Support Services (Labor).
4. This task order is for a total performance period of five years, which includes one (1) base year and four (4) option years. FAR Clause 52.217-8 Option to Extend Services is included as the Government may require continued performance of services for up to six (6) months.
5. This task order has Cost Plus Fixed Fee (CPFF), cost reimbursement (non-fee bearing), and Not Separately Priced (NSP) line items. Those line items are: (1) The 2000 and 6000 series CLINs are Cost Plus Fixed Fee. (2) The 3000 and 7000 series CLINs are Cost Reimbursable, Non-Fee Bearing. (3) The 4000 and 8000 series CLINs are Not Separately Priced.
6. The Contractor shall be responsible for employing personnel having at least the minimum level of security clearance identified in the Statement of Work (SOW) (Section C), paragraph 3.2.7.2.

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	Base Year Labor in accordance with Section C SOW (Sections 3.3.1(a), 3.3.2(a), 3.3.3(a), 3.3.5(a), and 3.3.7(a)). (O&M,N)	1.00	Lot			
2001	Base Year Labor in accordance with Section C SOW (Sections 3.3.1(b), 3.3.2(b), 3.3.3(b), 3.3.5(b), and 3.3.7(b)). (OPN)	1.00	Lot			
2002	Base Year Labor in accordance with Section C SOW (Sections 3.3.1(c), 3.3.2(c), 3.3.3(c), 3.3.5(c), and 3.3.7(c)). (RDT&E)	1.00	Lot			
2003	Base Year Labor in accordance with Section C SOW (Sections 3.3.4(a) and 3.3.6(a)). (FMS Case #00-0-000)	1.00	Lot			
2004	Base Year 10% Increased Capacity Labor in accordance with Section C SOW (Sections 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, and 3.3.7.) (Fund Type - TBD) Option	1.00	Lot			

Cost Only Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Base Year ODC-Travel in Support of CLIN 2000 (O&M,N)	1.00	Lot	
3001	Base Year ODC-Travel in Support of CLIN 2001 (OPN)	1.00	Lot	
3002	Base Year ODC-Travel in Support of CLIN 2002 (RDT&E)	1.00	Lot	
3003	Base Year ODC-Travel in Support of CLIN 2003 (FMS Case #00-0-000)	1.00	Lot	
3004	Base Year ODC-Material in Support of CLIN 2001 (OPN)	1.00	Lot	
3005	Base Year. All non-labor costs necessary and incidental to provide the services described at Section C, Paragraph 3.3.1.4. (OPN)	1.00	Lot	

Cost Type / NSP Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Base Year Technical Data in support of CLINs 2000 - 2003	1.00	Lot			NSP

Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
6000	Option Year 1 Labor in accordance with Section C SOW (Sections 3.3.1(a), 3.3.2(a), 3.3.3(a), 3.3.5(a), and 3.3.7(a)). (O&M,N) Option	1.00	Lot			
6001	Option Year 1 Labor in accordance with Section C SOW (Sections 3.3.1(b), 3.3.2(b), 3.3.3(b), 3.3.5(b), and 3.3.7(b)). (OPN) Option	1.00	Lot			
6002	Option Year 1 Labor in accordance with Section C SOW (Sections 3.3.1(c), 3.3.2(c), 3.3.3(c), 3.3.5(c), and 3.3.7(c)). (RDT&E) Option	1.00	Lot			
6003	Option Year 1 Labor in accordance with Section C SOW (Sections 3.3.4(a) and 3.3.6(a)). (FMS Case #00-0-000) Option	1.00	Lot			
6004	Option Year 1 10% Increased Capacity Labor in accordance with Section C SOW (Sections 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, and 3.3.7.) (Fund Type - TBD) Option	1.00	Lot			
6100	Option Year 2 Labor in accordance with Section C SOW (Sections 3.3.1(a), 3.3.2(a), 3.3.3(a), 3.3.5(a), and 3.3.7(a)). (O&M,N) Option	1.00	Lot			
6101	Option Year 2 Labor in accordance with Section C SOW (Sections 3.3.1(b), 3.3.2(b), 3.3.3(b), 3.3.5(b), and 3.3.7(b)). (OPN) Option	1.00	Lot			
6102	Option Year 2 Labor in accordance with Section C SOW (Sections 3.3.1(c), 3.3.2(c), 3.3.3(c), 3.3.5(c), and 3.3.7(c)). (RDT&E) Option	1.00	Lot			
6103	Option Year 2 Labor in accordance with Section C SOW (Sections 3.3.4(a) and 3.3.6(a)). (FMS Case #00-0-000) Option	1.00	Lot			
6104	Option Year 2 10% Increased Capacity Labor in accordance with Section C SOW (Sections 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, and 3.3.7. (Fund Type - TBD) Option	1.00	Lot			

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
6200	Option Year 3 Labor in accordance with Section C SOW (Sections 3.3.1(a), 3.3.2(a), 3.3.3(a), 3.3.5(a), and 3.3.7(a)). (O&M,N) Option	1.00	Lot			
6201	Option Year 3 Labor in accordance with Section C SOW (Sections 3.3.1(b), 3.3.2(b), 3.3.3(b), 3.3.5(b), and 3.3.7(b)). (OPN) Option	1.00	Lot			
6202	Option Year 3 Labor in accordance with Section C SOW (Sections 3.3.1(c), 3.3.2(c), 3.3.3(c), 3.3.5(c), and 3.3.7(c)). (RDT&E) Option	1.00	Lot			
6203	Option Year 3 Labor in accordance with Section C SOW (Sections 3.3.4(a) and 3.3.6(a)). (FMS Case #00-0-000) Option	1.00	Lot			
6204	Option Year 3 10% Increased Capacity Labor in accordance with Section C SOW (Sections 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, and 3.3.7.) (Fund Type - TBD) Option	1.00	Lot			
6300	Option Year 4 Labor in accordance with Section C SOW (Sections 3.3.1(a), 3.3.2(a), 3.3.3(a), 3.3.5(a), and 3.3.7(a)). (O&M,N) Option	1.00	Lot			
6301	Option Year 4 Labor in accordance with Section C SOW (Sections 3.3.1(b), 3.3.2(b), 3.3.3(b), 3.3.5(b), and 3.3.7(b)). (OPN) Option	1.00	Lot			
6302	Option Year 4 Labor in accordance with Section C SOW (Sections 3.3.1(c), 3.3.2(c), 3.3.3(c), 3.3.5(c), and 3.3.7(c)). (RDT&E) Option	1.00	Lot			
6303	Option Year 4 Labor in accordance with Section C SOW (Sections 3.3.4(a) and 3.3.6(a)). (FMS Case #00-0-000) Option	1.00	Lot			
6304	Option Year 4 10% Increased Capacity Labor in accordance with Section C SOW (Sections 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, and 3.3.7.) (Fund Type - TBD) Option	1.00	Lot			

Cost Only Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
7000	Option Year 1 ODC - Travel in Support of CLIN 6000 (O&M,N)	1.00	Lot	

Item	Supplies/Services	Qty	Unit	Est. Cost
	Option			
7001	Option Year 1 ODC - Travel in Support of CLIN 6001 (OPN)	1.00	Lot	
	Option			
7002	Option Year 1 ODC - Travel in Support of CLIN 6002 (RDT&E)	1.00	Lot	
	Option			
7003	Option Year 1 ODC - Travel in Support of CLIN 6003 (FMS Case #00-0-000)	1.00	Lot	
	Option			
7004	Option Year 1 ODC - Material in Support of CLIN 6001 (OPN)	1.00	Lot	
	Option			
7005	Option Year 1. All non-labor costs necessary and incidental to provide the services described at Section C, Paragraph 3.3.1.4. (OPN)	1.00	Lot	
	Option			
7100	Option Year 2 ODC - Travel in Support of CLIN 6100 (O&M,N)	1.00	Lot	
	Option			
7101	Option Year 2 ODC - Travel in Support of CLIN 6101 (OPN)	1.00	Lot	
	Option			
7102	Option Year 2 ODC - Travel in Support of CLIN 6102 (RDT&E)	1.00	Lot	
	Option			
7103	Option Year 2 ODC - Travel in Support of CLIN 6103 (FMS Case #00-0-000)	1.00	Lot	
	Option			
7104	Option Year 2 ODC - Material in Support of CLIN 6101 (OPN)	1.00	Lot	
	Option			
7105	Option Year 2. All non-labor costs necessary and incidental to provide the services described at Section C, Paragraph 3.3.1.4. (OPN)	1.00	Lot	
	Option			
7200	Option Year 3 ODC - Travel in Support of CLIN 6200 (O&M,N)	1.00	Lot	
	Option			
7201	Option Year 3 ODC - Travel in Support of CLIN 6201 (OPN)	1.00	Lot	
	Option			
7202	Option Year 3 ODC - Travel in Support of CLIN 6202 (RDT&E)	1.00	Lot	
	Option			
7203	Option Year 3 ODC - Travel in Support of CLIN 6203 (FMS Case #00-0-000)	1.00	Lot	
	Option			
7204	Option Year 3 ODC - Material in Support of CLIN 6201 (OPN)	1.00	Lot	
	Option			

Item	Supplies/Services	Qty	Unit	Est. Cost
7205	Option Year 3. All non-labor costs necessary and incidental to provide the services described at Section C, Paragraph 3.3.1.4. (OPN) Option	1.00	Lot	
7300	Option Year 4 ODC - Travel in Support of CLIN 6300 (O&M,N) Option	1.00	Lot	
7301	Option Year 4 ODC - Travel in Support of CLIN 6301 (OPN) Option	1.00	Lot	
7302	Option Year 4 ODC - Travel in Support of CLIN 6302 (RDT&E) Option	1.00	Lot	
7303	Option Year 4 ODC - Travel in Support of CLIN 6303 (FMS Case #00-0-000) Option	1.00	Lot	
7304	Option Year 4 ODC - Material in Support of CLIN 6301 (OPN) Option	1.00	Lot	
7305	Option Year 5. All non-labor costs necessary and incidental to provide the services described at Section C, Paragraph 3.3.1.4. (OPN) Option	1.00	Lot	

Cost Type / NSP Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
8000	Option Year 1 Technical Data in support of CLINs 6000 - 6003	1.00	Lot			NSP
8100	Option Year 2 Technical Data in support of CLINs 6100 - 6103	1.00	Lot			NSP
8200	Option Year 3 Technical Data in support of CLINs 6200 - 6203	1.00	Lot			NSP
8300	Option Year 4 Technical Data in support of CLINs 6300 - 6303	1.00	Lot			NSP

Note: In reference to Section C Statement of Work (SOW) paragraph 3.1.2.2 Meetings, the Government anticipates 20 training events per year. Seventeen (17) of these training events will be CONUS locations. Three (3) of these events will be OCONUS. The contractor shall assume the training events are at the following Government-identified sites.

Training Events	Location
4	NAS Oceana, VA

4	NAS Lemoore, CA
2	NAS Whidbey island, WA
2	NAS North Island, CA
2	NAS Jacksonville, FL
2	MCAS Cherry Point, NC
1	MCAS Beaufort, NC
1	MCAS Iwakuni, Japan
1	Bahrain
1	London

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

The level of effort estimated to be ordered during the term of this contract/order is 1,104,576 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in the contract/order.

(a) 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.

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

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

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

(c) 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.

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

Section C - Description/Specifications/Statement of Work

See Section J, Attachment 7 Statement of Work (SOW), dated 6 October 2022

CTXT.242-9520 PROCEDURES AND APPROVALS REQUIRED PRIOR TO INCURRING DIRECT MATERIAL COSTS (APR 2022)

(a) General.

(1) These procedures apply to CLINs 3004, 7004, 7104, 7204, and 7304.

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

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

(b) Procedures. All material procurements to be directly charged to CLINs 3004, 7004, 7104, 7204, and 7304 of this contract are subject to the following review and/or approval procedures:

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

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

approval or disapproval to the COR and the Contractor. When approval is not required, the Contractor shall provide an email notification to the COR containing the required content prior to procuring the material.

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

(c) **List of Applicable Materials:**

Electronic Components and Material: Adapters, Amplifiers, Antenna Mast, Antennas, Backshells, Batteries, Bridge, Cables, Cable Assemblies, Capacitors, Circuit Boards, Circuit Breakers, Charging Devices, Chassis, Chemicals, Cleaners, Communications Special Enclosures, Communicator Switch, Connectors, Converters, Crystals, Cryptographic Devices, Data Controllers, Desktop Computers, Diodes, Diplexers, Eliminators, Environmental Control Units, Fiber Optic Equipment, Fuses, Generators, Global Positions System, Handsets, Headsets, Hubs, Integrated Circuit (IC) Circuits, Inductors, Inserts, Interface Cards, Keyboards, Lamps/Bulbs, Laptop Personal Computers, Microphones, Modems, Modules, Monitors, Mouse, Multiplexers, Patch Cords, Power Distribution Unit, Power Supplies, Printers, Radios, Relays, Repair Material, Resistors, Radio Frequency (RF) Adapters, Routers, Secure Telephones, Secure Voice Adapter, Semi-Conductor Devices, Servers, Speakers, Splices, Switches, Telephones, Terminals, Transistors, Test Equipment, Transformers, Uninterruptible Power Supply (UPS), Video Equipment, Wires, and Work Stations.

Section D - Packaging and Marking

Items 2000-2004, 6000-6004, 6100-6104, 6200-6204, and 6300-6304 - Packaging, packing and marking are not applicable to these items.

Items 3000-3005, 7000-7005, 7100-7105, 7200-7205, and 7300-7305 - The contractor shall provide material IAW the Section C clause CTXT.242-9520 Procedures and Approvals Required Prior to Incurring Direct Material Costs (APR 2022) and within the scope of the Section C SOW of the task order.

Items 4000, 8000, 8100, 8200, and 8300 - The data to be furnished hereunder shall be packaged, packed, and marked IAW NAVAIR Clauses DTXT.247-9507 Packaging and Marking of Reports (OCT 2021), 5252.247-9508 Prohibition and Limitations for Packaging Materials (AUG 2019), and 5252.247-9514 Technical Data Packing Instructions (SEP 1999).

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

CLAUSES INCORPORATED BY FULL TEXT

DTXT.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2021)

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, 32 CFR Part 117.

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

Name and business address of contractor.

Contract Number/Delivery/Task order number.

Contract/Delivery/Task order dollar amount.

Whether the contract was competitively or non-competitively awarded.

Name of sponsoring individual.

Name and address of requiring activity.

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

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

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

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

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

FMS Case Number.

Part Number (with CAGE Code).

For - the organization/address the material is shipped to.

The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)

Project Code number.

Project Directive Line Item (PDLI) Number.

Requisition Serial Number (RSN).

Quantity.

From - the contractor's address shipped from.

Ship to - the shipping address provided in the contract.

Transportation Priority

Required Delivery Date

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

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

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5520.22M.

Section E - Inspection and Acceptance

Items 2000-2004, 6000-6004, 6100-6104, 6200-6204, and 6300-6304 - The services to be furnished hereunder shall be inspected and accepted in accordance with (IAW) the NAVAIR clause 5252.246-9512.

Items 3000-3005, 7000-7005, 7100-7105, 7200-7205, and 7300-7305 - will be inspected and accepted in accordance with NAVAIR Clause 5252.246-9512.

Items 4000, 8000, 8100, 8200, and 8300 – The data to be furnished hereunder shall be inspected and accepted IAW the NAVAIR clause 5252.246-9514 and Exhibit A.

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

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

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

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled Attachment 4 Data Item Transmittal/Acceptance/ Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Section F - Deliveries or Performance

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

2000	03/15/2023 - 03/14/2024
2001	03/15/2023 - 03/14/2024
2002	03/15/2023 - 03/14/2024
2003	03/15/2023 - 03/14/2024
3000	03/15/2023 - 03/14/2024
3001	03/15/2023 - 03/14/2024
3002	03/15/2023 - 03/14/2024
3003	03/15/2023 - 03/14/2024
3004	03/15/2023 - 03/14/2024
3005	03/15/2023 - 03/14/2024

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

2004	03/15/2023 - 03/14/2024
6000	03/15/2024 - 03/14/2025
6001	03/15/2024 - 03/14/2025
6002	03/15/2024 - 03/14/2025
6003	03/15/2024 - 03/14/2025
6004	03/15/2024 - 03/14/2025
6100	03/15/2025 - 03/14/2026
6101	03/15/2025 - 03/14/2026
6102	03/15/2025 - 03/14/2026
6103	03/15/2025 - 03/14/2026
6104	03/15/2025 - 03/14/2026
6200	03/15/2026 - 03/14/2027
6201	03/15/2026 - 03/14/2027
6202	03/15/2026 - 03/14/2027
6203	03/15/2026 - 03/14/2027
6204	03/15/2026 - 03/14/2027
6300	03/15/2027 - 03/14/2028
6301	03/15/2027 - 03/14/2028
6302	03/15/2027 - 03/14/2028
6303	03/15/2027 - 03/14/2028
6304	03/15/2027 - 03/14/2028

7000	03/15/2024 - 03/14/2025
7001	03/15/2024 - 03/14/2025
7002	03/15/2024 - 03/14/2025
7003	03/15/2024 - 03/14/2025
7004	03/15/2024 - 03/14/2025
7005	03/15/2024 - 03/14/2025
7100	03/15/2025 - 03/14/2026
7101	03/15/2025 - 03/14/2026
7102	03/15/2025 - 03/14/2026
7103	03/15/2025 - 03/14/2026
7104	03/15/2025 - 03/14/2026
7105	03/15/2025 - 03/14/2026
7200	03/15/2026 - 03/14/2027
7201	03/15/2026 - 03/14/2027
7202	03/15/2026 - 03/14/2027
7203	03/15/2026 - 03/14/2027
7204	03/15/2026 - 03/14/2027
7205	03/15/2026 - 03/14/2027
7300	03/15/2027 - 03/14/2028
7301	03/15/2027 - 03/14/2028
7302	03/15/2027 - 03/14/2028
7303	03/15/2027 - 03/14/2028
7304	03/15/2027 - 03/14/2028
7305	03/15/2027 - 03/14/2028

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

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

The contract shall commence on award date and shall continue 12 months. However, the period of performance may be extended in accordance with the option provisions contained herein.

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

5252.247-9505 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 CDRLs, attached hereto, and the following:

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 s hall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(a) COR, Refer to NAVAIR GTXT.201-9501 of this TO.

ACO, Refer to Block 24 of the basic contract.

(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: See DD Form 1423, Block 14.

Section G - Contract Administration Data

Section G - Contract Administration Data

Note: All provisions and clauses of Section G of the Basic Seaport-NxGen contract apply to this task order, unless otherwise specified in this task order, in addition to the following:

PAYMENT INSTRUCTIONS

Special Invoice Instructions.

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

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

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

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

This contract, (*To be Completed at Award), is a cost-type solicitation funded by multiple funding types and/or customers, spanning several years. Funding for the CLINs contained in this contract are received from various funding sources and applied to specific tasking as defined in the funding modifications.

(a) Based on the type of work contracted for on behalf of DOD/Navy customers, payment by CLIN/SLIN/ACRN is significantly important and using any of the payment methods specified in the table identified in PGI 204.7108(b)(2) would result in the funding resources of one customer being paid for work received by another customer. The contractor completes the effort in a fluid environment; therefore, in order to accurately track and account for funding expenditures in accordance with the specific tasking associated with each funding line, payment instruction

(d) (12) "Other" applies as expenditures must reflect the actual work performed, in alignment with the type of funding to avoid violations to the Anti-Deficiency Act.

(b) Payment shall be made in accordance with the Contracting Officer/DCAA approved billing whereby the contractor shall include identification of the CLIN, SLIN, and ACRN on each invoice. This will allow for appropriate contractor invoicing based on the unique customer requirement funding and Contracting Officer's instructions. This approach also allows for proper matching of the charge to the activity that have received the service/product with the application of the payment to the corresponding entity.

*TO BE COMPLETED AT AWARD

CLAUSES INCORPORATED BY REFERENCE

252.204-7002 Payment for Contract Line or Subline Items Not Separately Priced APR 2020

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORK FLOW 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 Work Flow (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.

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.

WAWF access. To access WAWF, the Contractor shall—

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

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

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/>

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

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

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

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

For fixed price line items—

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.)

For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice 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.)

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

For performance based payments, submit a performance based payment request.

For commercial item financing, submit a commercial item financing request.

b. 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.]

c. Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating pay and receiving reports in the system.

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC TBD at Time of Award

Issue By DoDAAC N00421

Admin DoDAAC** N00421

Inspect By DoDAAC TBD at Time of Award

Ship to Code TBD at Time of Award

Ship From Code TBD at Time of Award

Mark For Code TBD at Time of Award

Service Approver (DoDAAC) N00421

Service Acceptor (DoDAAC) TBD at Time of Award

Accept at Other DoDAAC TBD at Time of Award

LPO DoDAAC TBD at Time of Award

DCAA Auditor DoDAAC TBD at Time of Award

Other DoDAAC(s) TBD at Time of Award

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

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

a. *WAWF point of contact.*

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

Contact the COR, TBD at task order award, or ACOR, TBD at task order award, if assistance is needed.

GTXT.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVAIR)(APR 2022)

(a) The Contracting Officer has designated *To be completed at award*

COR 1: [TBD at task order award] to perform the following functions, duties, and/or responsibilities:

Inspection of services

Inspection of Data Deliverables

Coordination with DCMA for inspections

Review of invoices in WAWF to ensure charges are reasonable for work.

Additionally, the following specific duties are assigned to the COR from the NAVAIR clause 5252.242-9511 CONTRACT ADMINISTRATION DATA FAR 42.302(a)(16) Ensure timely notification by the contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursement contracts FAR 42.302(a)(30) When contractors request Government property-

Evaluate the contractor's requests for Government property and for changes to existing Government property and provide appropriate recommendations to the contracting officer;

Ensure required screening of Government property before acquisition by the contractor;

Evaluate the use of Government property on a non-interference basis in accordance with the clause at 52.245-9, Use and Charges;

Ensure payment by the contractor of any rental due; and

Ensure contracts are modified to reflect the addition of Government-furnished property and ensure appropriate consideration.

FAR 42.302(a)(38) Ensure contractor compliance with contractual quality assurance requirements

FAR 42.302(a) (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

FAR 42.302(a)(41) Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability, data control systems, configuration management, and independent research and development.

FAR 42.302(a)(42) Review and evaluate for technical adequacy the contractor's logistics support, maintenance, and modification programs.

FAR 42.302(a)(51) Consent to the placement of subcontracts.

FAR 42.302(a)(58) Ensure timely submission of required reports.

FAR 42.302(a)(67) Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems.

DFARs 242.302(a)(67) Also support program offices and buying activities in precontractual efforts leading to a solicitation or award.

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

ACOR 1: [TBD at task order award] Insert name, mailing address, code, and telephone number] to perform the functions, duties, and/or responsibilities outlined below in the absence of [TBD at task order award].

ACOR 1 Functions, Duties, and/or Responsibilities: **See the functions, duties, and/or responsibilities listed above in paragraph (a).**

The effective period of the COR designation **is the period of this task order.**

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

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

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

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

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

Section H - Special Contract Requirements

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

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5252.242-9502 TECHNICAL DIRECTION (NAVAIR)(Variation) (NOV/2022)

(a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) 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 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 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, 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 may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.

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

(iv) The contractor shall track each TDL and shall be subject to FAR 52.232-22, Limitation of Funds clause at the TDL level. The contractor shall notify the Contracting Officer whenever it has reason to believe the costs it expects to incur under the TDL and the specific CLIN/INFOSLIN/ACRN (as funded) will exceed 75% of the total funded amount so far allotted to the specific TDL and CLIN/INFOSLIN/ACRN assigned. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the TDL. If, after notification, additional funds are not allotted, the Contractor shall immediately discontinue support of the specific TDL upon expense of applicable funds or completion of TDL assignment; whichever is first. The contractor is not obligated to continue performance under the TDL or otherwise incur costs in excess of the amount then allotted to the TDL by the Government. The Government is not obligated to reimburse the Contractor for any cost in excess of the total amount allotted by the Government to the TDL.

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

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

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

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

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

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.

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 TPCO for contractor employees requiring IT access, the COR identified in NAVAIR Clause 5252.201-9501 shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved

SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

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.

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

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

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.

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.

The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment [4]. The Contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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:

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

"Nondevelopmental items" as defined in FAR 2.101.

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

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

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

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

"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 hereafter merge or affiliate, and any other successor or assignee of the firm.

"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.

"Interest" means organizational or financial interest.

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

Contracting restrictions.

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

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

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

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

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

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

Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

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

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

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.

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:

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;

A description of the work to be performed;

The dollar amount;

The period of performance; and

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:

Not by word or deed give the impression or appearance of being a Government employee;

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;

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;

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

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.

HTXT.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR)(APR 2022)

(a) The Holidays applicable to this contract are: New Year's Day, Birthday of Martin Luther King Jr., Washington's Birthday (President's Day), Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that any of the above holidays occur on a Saturday or Sunday, or alternate Friday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

(c) The Naval Air Warfare Center Weapons Division works a 4/5/9 work schedule. Therefore alternate Fridays are not a part of the normal workweek for work performed on-site at a Naval Air Warfare Center Weapons Division site. The majority of the Government offices are closed on alternate Fridays.

(d) No deviation in the normal work week will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

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

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

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

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

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

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

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

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.

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

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 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., meals, transportation costs, incidental expenses, etc.).

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.

Travel Policy.

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 Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

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.

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.)

The Contractor's 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.

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.

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

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

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

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

g. If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort.

Section I - Contract Clauses

Note: All the provisions and clauses of Section I of the basic SeaPort-NXG MAC apply to this task order, in addition to the following:

CLAUSES INCORPORATED BY REFERENCE

252.225-7976 (Dev) Contractor Personnel Performing in Japan. (DEVIATION 2018-O0019) AUG 2018

252.227-7016 Rights in Bid or Proposal Information (JAN 2011)

252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)

CLAUSES INCORPORATED BY FULL TEXT

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 of expiration of this task order.

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

The Government may extend the term of this contract by written notice to the Contractor within 30 days; 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.

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

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 2% of the total task order value or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

Section J - List of Attachments

Attachment Number	File Name	Description
1	Attachment 1 DD254.pdf	Attachment 1 DD254
2	Attachment+2+SLS+CSP.docx	Attachment 2 Contract Surveillance Plan
3	Attachment 3 Government Furnished Equipment.xlsx	Attachment 3 Government Furnished Equipment, Warehouse Inventory
4	Attachment+4+-+Data+Item+Transmittal+Form.docx	Attachment 4 Data Item Transmittal Form
5	Attachment+5+TDL+CDRL+Attachment+COR+Only.xlsx	Attachment 5 TDL CDRL Attachment COR Only
6	Attachment+6+TDL+CDRL+Attachment+COR+Customer_TPOC.xlsx	Attachment 6 TDL CDRL Attachment COR Customer TPOC
7	Attachment 7 Statement of Work.docx	Attachment 7 Section C Statement of Work
8	Attachment+8+Section+L+Instructions+to+Bidders.docx	Instructions to Bidders
9	Attachment 9 Section M Evaluation Factors.docx	Attachment 9 Section M Evaluation Factors
Exhibit A	Exhibit A CDRLs.pdf	Exhibit A CDRLS
P1	Attachment P1 Self-scoring worksheet.xlsx	Attachment P1 Self-Scoring Worksheet
P2	Relevant Experience Project Template.docx	Attachment P2 Relevant Experience Template
P6	Attachment_P6_Cost_Summary Spreadsheet.xls	Attachment P6 Cost Summary Spreadsheet
P7	Attachment _P7_Fully Burdened Labor Rates.xls	Attachment P7 Fully Burdened Labor Rates
P8	Attachment P8 Labor Hour Spreadsheet.xlsx	Attachment P8 Labor Hour Spreadsheet

Section K - Certifications and Representations

Note: All the provisions and clauses of Section K of the basic SeaPort-NXG apply to this task order, in addition to the following:

CLAUSES INCORPORATED BY REFERENCE

52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	OCT 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7007	Alternate A, Annual Representations and Certifications	NOV 2020
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services-- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services--Representation	DEC 2019
252.225-7003	Report of Intended Performance Outside the United States and Canada-Submission with Offer	OCT 2020
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.239-7009	Representation of Use of Cloud Computing	SEP 2015

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.
- (2) The small business size standard is \$41,500,000.00.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

Paragraph (d) applies.

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

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

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

The acquisition is to be made under the simplified acquisition procedures in part 13;

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

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

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

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

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

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

Are not set aside for small business concerns;

Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at

52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation.

This provision applies to solicitations that include the clause at 52.204-7.)

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

52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.)

This provision applies to solicitations containing the clause at 52.225-3.

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

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

If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

☐_X_(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

☐_(vii) 52.227-6, Royalty Information.

☐_(A)Basic. (B)Alternate I.

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

a. The offeror has completed the annual representations and certifications electronically in SAM website accessed through

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

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

Disclosure Statement -- Cost Accounting Practices and Certification

Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure

Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already

submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure

Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

Check the appropriate box below:

*(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official

authorized to act in that capacity (Federal official), as applicable; and

One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal

official.)

Date of Disclosure Statement: __Name and Address of Cognizant ACO or Federal Official Where Filed: __

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: __ Name and Address of Cognizant ACO or Federal Official Where Filed: __

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do

so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() yes() no

(End of Provision)

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

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes. [] Yes [] No

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

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

Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal

Agency Official as pricing support for the proposal.

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

Definitions. As used in this provision--

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

An identifier assigned to entities located in the United States or its outlying areas by the

Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

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

"Highest-level offeror" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family member, shared facilities and equipment, and the common use of employees.

The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information: Immediate owner

CAGE code: __

Immediate owner legal name: __

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by an other entity: ☐ Yes or ☐ No.

If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, than enter the following information:

Highest-level owner CAGE code: __

Highest-level owner legal name: __

(Do not use a "doing business as" name).

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.

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

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

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

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph

(d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this

clause.] The Contractor represents that--

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have

been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern

eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions

have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small

businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it ☐ is, ☐ is not a veteran-owned

small business concern.

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

service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

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

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

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

Section L - Instructions, Conditions & Notices

See Section J Attachment 8 Section L Instructions, Conditions & Notices, dated 8 November 2022

Section M - Evaluation Factors

See Section J Attachment 9 Section M Evaluation Factors, dated 8 November 2022