

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 66		
2. CONTRACT NO.			3. SOLICITATION NO. N6852022R0042		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 30 Sep 2022		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY COMFRC PROCUREMENT GROUP 47038 MCLEOD ROAD; BUILDING 448 PATUXENT RIVER MD 20670			CODE N68520		8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>				CODE	
TEL:			FAX:		TEL:				FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
<b>SOLICITATION</b>										
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME TRICIA CASTILLO			B. TELEPHONE (Include area code) (NO COLLECT CALLS)			C. E-MAIL ADDRESS tricia.a.castillo2.civ@us.navy.mil		
<b>11. TABLE OF CONTENTS</b>										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>					
X	A	SOLICITATION/ CONTRACT FORM			1 - 2	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			3 - 7	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>				
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT			8	X	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING			9	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>				
X	E	INSPECTION AND ACCEPTANCE			10 - 11	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			12					
X	G	CONTRACT ADMINISTRATION DATA			13 - 17	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS			18 - 19	X	M	EVALUATION FACTORS FOR AWARD		
<b>OFFER (Must be fully completed by offeror)</b>										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE			18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT			21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM	
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

## Section A - Solicitation/Contract Form

CONTRACT INFORMATION**Block 1:**

1. This procurement is to support the COMMANDER – FLEET READINESS CENTER (COMFRC). This competitive solicitation is a small business 8(a) set aside. The Government Firm Fixed Price (FFP) contract will be issued under this solicitation.
2. This contract will be, subject to the Service Contract Act (SCA) of 1965, as amended, and to FAR clause 52.222.41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014), contained in Section I of this solicitation. The cost/price proposal shall demonstrate compliance with the minimum monetary wages and fringe benefits for service employees as specified in the Wage Determination (provided as an attachment in Section J of this solicitation). The following Wage Determinations are applicable for this effort:

<u>WD#</u>	<u>REV#</u>	<u>DATE</u>	<u>PLACE AND PERFORMANCE</u>
			<u>STATE AND COUNTY</u>
2022-0141	(Rev1)	06/30/2022	Florida County of Duval

3. The NAICS code for this effort is 488190 - Other Support Activities for Air Transportation.
4. The Product Service Code (PSC) for the procurement is J017 Maint/Repair/Rebuild of Equipment - Aircraft Launching, Landing & Ground Handling Equipment
5. This contract will have a base year plus four (4) option years.

**Block 2:**

The following points of contact are provided:

Procuring Contracting Officer

Name: Jessica L. McGee

Email: [Jessica.L.Mcgee14.civ@us.navy.mil](mailto:Jessica.L.Mcgee14.civ@us.navy.mil)

Contract Specialist

Name: Tricia Ann Castillo

Email address: [Tricia.a.Castillo2.civ@us.navy.mil](mailto:Tricia.a.Castillo2.civ@us.navy.mil)

**Block 3:**

Additional Information

Questions regarding the solicitation shall be submitted via email to the Contract Specialist at [tricia.a.castillo2.civ@us.navy.mil](mailto:tricia.a.castillo2.civ@us.navy.mil). Each question or comment should reference the applicable document, page number, and paragraph number. Offerors shall not include any proprietary information in a question, because the Government will provide the question and answer to all potential offerors. All questions must be submitted no later than **4:00 PM Eastern** on the **Friday 14th, October 2022**. Questions received after the deadline above may be answered at the Government's sole discretion.

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BASE YEAR – FRC ASE MRO FFP</p> <p>Base Year – Fleet Readiness Center Southeast (FRCSE) Services – Maintenance and upkeep of all Aviation Support Equipment (ASE) assigned to FRCSE to include Intermediate, Operational and Depot Level repairs as outlined in the Attachment 01 – Performance Work Statement (PWS).</p> <p>FOB: Destination PSC CD: J017</p>		Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>BASE YEAR - DATA FFP</p> <p>Base Year – Technical and Administrative Data in accordance with (IAW) Exhibit A DD1423 Contract Data Requirements List Data Items A001 – A003. Not Separately Priced.</p> <p>***Data to be marked pursuant to the DD1423 data items</p> <p>FOB: Destination PSC CD: J017</p>		Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003 OPTION YEAR I – FRC ASE MRO

FFP

Option Year I – Fleet Readiness Center Southeast (FRCSE) Services – Maintenance and upkeep of all Aviation Support Equipment (ASE) assigned to FRCSE to include Intermediate, Operational and Depot Level repairs as outlined in the Attachment 01 – Performance Work Statement (PWS).

FOB: Destination

PSC CD: J017

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004 OPTION YEAR I – DATA

FFP

Option Year I – Technical and Administrative Data in accordance with (IAW) Exhibit A DD1423 Contract Data Requirements List Data Items A001 – A003. Not Separately Priced.

\*\*\*Data to be marked pursuant to the DD1423 data items

FOB: Destination

PSC CD: J017

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005 OPTION YEAR II – FRC ASE MRO

FFP

Option Year II – Fleet Readiness Center Southeast (FRCSE) Services – Maintenance and upkeep of all Aviation Support Equipment (ASE) assigned to FRCSE to include Intermediate, Operational and Depot Level repairs as outlined in the Attachment 01 – Performance Work Statement (PWS).

FOB: Destination

PSC CD: J017

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0006 OPTION YEAR II – DATA

FFP

OPTION YEAR II – Technical and Administrative Data in accordance with (IAW) Exhibit A DD1423 Contract Data Requirements List Data Items A001 – A003. Not Separately Priced.

\*\*\*Data to be marked pursuant to the DD1423 data items

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0007  
OPTION YEAR III – FRC ASE MRO  
FFP

Option Year III – Fleet Readiness Center Southeast (FRCSE) Services –  
Maintenance and upkeep of all Aviation Support Equipment (ASE) assigned to  
FRCSE to include Intermediate, Operational and Depot Level repairs as outlined in  
the Attachment 01 – Performance Work Statement (PWS).  
FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0008  
OPTION YEAR III – DATA  
FFP

Option Year III – Technical and Administrative Data in accordance with (IAW)  
Exhibit A DD1423 Contract Data Requirements List Data Items A001 – A003. Not  
Separately Priced.

\*\*\*Data to be marked pursuant to the DD1423 data items

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0009  
OPTION YEAR IV – FRC ASE MRO  
FFP

Option Year IV – Fleet Readiness Center Southeast (FRCSE) Services –  
Maintenance and upkeep of all Aviation Support Equipment (ASE) assigned to  
FRCSE to include Intermediate, Operational and Depot Level repairs as outlined in  
the Attachment 01 – Performance Work Statement (PWS).

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0010  
OPTION YEAR IV – DATA  
FFP

Option Year IV – Technical and Administrative Data in accordance with (IAW)  
Exhibit A DD1423 Contract Data Requirements List Data Items A001 – A003. Not  
Separately Priced.

\*\*\*Data to be marked pursuant to the DD1423 data items

FOB: Destination

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Section C - Descriptions and Specifications

DESCRIPTION

PERFORMANCE WORK STATEMENT

The Contractor shall, in conformance with the task requirements set forth in the Performance Work Statement (PWS) – Attachment 01 and Contract Data Requirements List Exhibit A, listed in Section J, furnish all services and data deliverables necessary.

Section D – Packaging and Marking.



Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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

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

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

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

- (a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by **Government TPOC and COR.**
- (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 **N/A**. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

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

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

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
5252.211-9507	PERIOD OF PERFORMANCE	SEP 2013

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7006	Billing Instructions	OCT 2005
252.204-7022	Expediting Contract Closeout	MAY 2021
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

Combo

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

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

(ii) For fixed price line items—

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

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

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

### Invoice 2-in-1

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

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

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

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

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

**Routing Data Table**

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<b>TBD</b>
Issue By DoDAAC	<b>N68520</b>
Admin DoDAAC**	<b>N68520</b>
Inspect By DoDAAC	<b>N65886</b>
Ship To Code	<b>TBD</b>
Ship From Code	<b>N/A</b>
Mark For Code	<b>N/A</b>
Service Approver (DoDAAC)	<b>N/A</b>
Service Acceptor (DoDAAC)	<b>N65886</b>
Accept at Other DoDAAC	<b>N/A</b>
LPO DoDAAC	<b>N/A</b>
DCAA Auditor DoDAAC	<b>N/A</b>
Other DoDAAC(s)	<b>N/A</b>

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

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

(g) WAWF point of contact.

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

- Acquisition POC: [adam.j.speak.civ@us.navy.mil](mailto:adam.j.speak.civ@us.navy.mil)
- Procurement POC: [frcse\\_procurement\\_gr@navy.mil](mailto:frcse_procurement_gr@navy.mil)

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

(End of clause)

#### **252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)**

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)

(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

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

(a) The Technical Point of Contact (TPOC) for this contract is: [Stephen B. Ellis – stephen.b.ellis@navy.mil – 904-790-6505 – FRCSE 101 Wasp Street Jacksonville, FL 32212.](mailto:Stephen.B.Ellis@navy.mil)

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order

- COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).
- (c) The contractor may use this TPOC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquiries.
  - (d) The contractor shall immediately notify the PCO in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

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

- (a) The Contracting Officer has designated Adam Speak – [adam.j.speak.civ@us.navy.mil](mailto:adam.j.speak.civ@us.navy.mil) – 904-335-0075 – FRCSE 101 Wasp Street Jacksonville, FL 32212 as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities:
  1. Working closely with the Project and/or Program Managers to oversee the performance of the contract;
  2. Ensure that the Contractor complies with all of the requirements of the statement of work, specifications, or performance work statement;
  3. When requested by the Contractor, provide technical assistance within the scope of the contract (e.g., interpreting specifications, statement of work, performance work statement, etc.). When a difference of opinion between COR and the Contractor occurs, notify the Contracting Officer and/or the Contract Specialist immediately for resolution;
  4. Monitoring and evaluating the contractor's performance to determine if it meets the standards set forth in the contract, If applicable and in accordance with FAR 42.302, the COR shall monitor contractor compliance with specifications or other contractual;
  5. Monitoring and evaluating whether the contractor meets the technical requirements under the contract by the delivery date(s) and/or within the period of performance;
  6. Evaluating whether the contractor performs within the price or estimated cost stated in the contract,
  7. Review and approve invoices using the rates and other fees established in the contract.
  8. Review the Contractor's invoices/vouchers for reasonableness and applicability to the contract and recommend approval or rejection for payment.
  9. Review and evaluate contractors' proposals under subpart 15.4 and, when negotiation will be accomplished by the contracting officer; furnish comments and recommendations when applicable.
  10. Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippages in contract delivery schedules.
  11. Ensure contractor compliance with contractual quality assurance requirements (see part 46).
  12. Ensure Contractor compliance with contractual safety requirements
  13. Ensure timely submission of required reports.
  14. Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems.
  15. Ensure that the contractor has implemented the requirements of 52.203-13, Contractor Code of Business Ethics and Conduct.
  16. Prepare evaluations of contractor performance in accordance with Subpart 42.15.
  17. Report violations of labor standards to the CO based on FAR 22 Application of Labor Laws to Government Acquisitions.
  18. Ensure contractor assigns employees with the necessary capabilities, qualifications, and experience;



19. Evaluate contractor performance and input accordingly in Contractor Performance Assessment Reporting System (CPARS).
- (b) The effective period of the COR designation is the ordering period and subsequent Option Periods of this contract until expiration.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Fleet Readiness Center Southeast (FRCSE), Jacksonville, FL; Mayport, FL and Hurlburt Field, FL. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to Contract- level COR. All losses are to have the permanent badges returned to Contract- level COR on the last day of the individual's task requirement.

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

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: <https://www.public.navy.mil/fltfor/nctsnaples/Documents/Forms%20and%20Instructions/form01.pdf>. Instruction Note: SAAR-N forms are required to be downloaded and then completed. The "E-MAIL SUBMIT" button on the SAAR-N form is not to be used.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPOC for contractor employees requiring IT access, Stephen B. Ellis - stephen.b.ellis@navy.mil - 904-790-6505 – FRCSE 101 Wasp Street Jacksonville, FL 32212, shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR\_SAAR.fct@navy.mil mailbox.

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

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

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

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

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

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

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

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

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

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

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

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-20	Predecessor of Offeror	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.207-1	Notice Of Standard Competition	MAY 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-18	Notification Of Competition Limited To Eligible 8(a) Participants	MAR 2020
52.222-3	Convict Labor	JUN 2003

52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25 Alt I	Prompt Payment (Jan 2017) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-3	Alterations in Solicitation	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7023 Alt I	Reporting Requirements for Contracted Services (JUL 2021) Alternate I	JUL 2021
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7027	Restrictions on Contingent Fees for Foreign Military Sales	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7020	Rights In Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2022
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.242-7005	Contractor Business Systems	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017

252.246-7001      Warranty Of Data  
 252.247-7023      Transportation of Supplies by Sea

MAR 2014  
 FEB 2019

#### CLAUSES INCORPORATED BY FULL TEXT

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

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of \$30,000,000.00;
  - (2) Any order for a combination of items in excess of Maximum Contract Value; or
  - (3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

##### **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 no later than thirty (30) days before the contract expires.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within sixty (60) days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed Base year with Four (4) Option Years; a total of five (5) years.

##### **52.219-14      LIMITATIONS ON SUBCONTRACTING (SEP 2021)**

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;



(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[Contracting Officer check as appropriate.]

**X** By the end of the base term of the contract and then by the end of each subsequent option period; or

\_\_\_ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

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

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

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

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership,

common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

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

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

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

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

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

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

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

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

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no

material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

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

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

(End of clause)

## 52.244-2 SUBCONTRACTS (JUN 2020)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

**To be completed at time of award**

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

- (i) A description of the supplies or services to be subcontracted.
  - (ii) Identification of the type of subcontract to be used.
  - (iii) Identification of the proposed subcontractor.
  - (iv) The proposed subcontract price.
  - (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
  - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
  - (vii) A negotiation memorandum reflecting—
    - (A) The principal elements of the subcontract price negotiations;
    - (B) The most significant considerations controlling establishment of initial or revised prices;
    - (C) The reason certified cost or pricing data were or were not required;
    - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
    - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
    - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
    - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

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

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

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

**To be completed at time of award**

(End of clause)

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

##### (a) Definitions.

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

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

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

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

##### (1) Consists of--

- (i) A review of a contractor's Basic Assessment;
  - (ii) A thorough document review;
  - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and
  - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "High" in the resulting score.

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

##### (1) Consists of--

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

(ii) A thorough document review; and

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

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

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

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

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

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

(i) The email shall include the following information:

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

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

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

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

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

(D) Date the assessment was completed.

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

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

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

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System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved
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(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
  - (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
  - (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
  - (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
  - (v) Date and level of the assessment, i.e., medium or high.
  - (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
  - (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.
- (e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).
- (2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.
- (f) Accessibility.
- (1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).
- (3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

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



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

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

(End of clause)

#### 252.204-7022 EXPEDITING CONTRACT CLOSEOUT (MAY 2021)

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

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

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

(End of clause)

#### 252.217-7027 CONTRACT DEFINITIZATION (DEC 2012)

(a) A **Firm Fixed Price Contract** is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a **Firm Fixed Price** proposal and certified cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows (TBD):

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(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
  - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
  - (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.
- (d) The definitive contract resulting from this undefinitized contract action will include a negotiated **Firm Fixed Price** in no event to exceed **(TBD)**.

## **252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)**

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

(1) Acceptable accounting system means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that--

- (i) Applicable laws and regulations are complied with;
- (ii) The accounting system and cost data are reliable;
- (iii) Risk of misallocations and mischarges are minimized; and
- (iv) Contract allocations and charges are consistent with billing procedures.

(2) Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

(3) Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain an acceptable accounting system. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the clause at 252.242-7005, Contractor Business Systems, and also may result in disapproval of the system.

(c) System criteria. The Contractor's accounting system shall provide for--

- (1) A sound internal control environment, accounting framework, and organizational structure;
- (2) Proper segregation of direct costs from indirect costs;
- (3) Identification and accumulation of direct costs by contract;
- (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
- (5) Accumulation of costs under general ledger control;
- (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
- (7) Approval and documentation of adjusting entries;
- (8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
- (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;
- (10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
- (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
- (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of Federal Acquisition Regulation (FAR) part 31, Contract Cost Principles and Procedures, and other contract provisions;
- (13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
- (14) Segregation of preproduction costs from production costs, as applicable;
- (15) Cost accounting information, as required--

- (i) By contract clauses concerning limitation of cost (FAR 52.232-20), limitation of funds (FAR 52.232-22), or allowable cost and payment (FAR 52.216-7); and
  - (ii) To readily calculate indirect cost rates from the books of accounts;
  - (16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
  - (17) Adequate, reliable data for use in pricing follow-on acquisitions; and
  - (18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.
- (d) Significant deficiencies. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.
- (3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--
- (i) Remaining significant deficiencies;
  - (ii) The adequacy of any proposed or completed corrective action; and
  - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's accounting system, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

## Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENT AND EXHIBIT

<b>DOCUMENT TYPE</b>	<b>DESCRIPTION</b>	<b>PAGES</b>	<b>DATE</b>
Exhibit A	CDRL A001 – Contractor Vehicle/Equipment Operation and Licensing	1	
	CDRL A002 – Quality Program Plan	1	
	CDRL A003 – Government Furnished Equipment/Property Inventory Plan <b>(GFE/GFP)</b>	1	
Attachment 01	Performance Work Statement	14	
Attachment 02	Quality Program Plan	1	
Attachment 03	Government Furnish Property	2	
Attachment 04	Manning Matrix	1	
Attachment 05	Wage Determination - 2022-0141 (Rev1) 30 June, 2022	1	
Attachment L-1	Proposal Past Performance Data Sheet	1	
Attachment L-2	Proposal Past Performance Questionnaire	1	
Attachment L-3	Price Cost Summary Spreadsheet	6	

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE      DESCRIPTION      PAGES      DATE

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

## CLAUSES INCORPORATED BY REFERENCE

52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation	JAN 2017
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services--Representation.	OCT 2020
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-5	Certification Regarding Responsibility Matters	AUG 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
52.219-1	Small Business Program Representations	SEP 2021
52.219-31	Notice of Small Business Reserve	MAR 2020
52.222-25	Affirmative Action Compliance	APR 1984
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7007	Alternate A, Annual Representations and Certifications	MAY 2021
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	SEP 2021
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 488190.
- (2) The small business size standard is \$35,000,000.
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--
- (i) Is set aside for small business and has a value above the simplified acquisition threshold;

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

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

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

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

(        ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.



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

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

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

(End of provision)

### **5252.209-9513      ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS (SERVICES) (NAVAIR)(JUN 1993)**

(a) In accordance with FAR 9.507-1, the potential conflict of interest for this solicitation in the Contracting Officer's judgment would involve any prime contractor, subcontractor, co-sponsor, parties to a joint venture, consultant or other legal entity (1) who because of activities or relationships is unable to render impartial assistance or advice to the Government, or (2) whose objectivity in performing the contemplated contract work is or might otherwise be impaired, or (3) who has an unfair competitive advantage in regards to Performance Work Statement (PWS) – Section J – Attachment 01.

(b) This solicitation contains special provision clause in Section H entitled, "Organizational Conflicts of Interest", which is to appear in the awarded contract.

(c) If the offeror has checked Block one of the NAVAIR 5252.209-9511, "Conflicts of Interest Representation" in Section K, indicating a potential conflict exists, the offeror shall in accordance with the 5252.209-9510, "Organizational Conflict of Interest" clause in Section H, disclose any and all information necessary to ascertain whether an organizational conflict of interest does exist, and if so, whether a waiver should be requested.

(d) The offeror shall take all reasonable steps to obtain documentation of organizational conflicts of interest, and shall cooperate fully with the Government in resolving such issues expeditiously.

(e) Along with responses to this solicitation, offerors must either (1) submit the following information concerning any existing or planned contracts with, or interests in, the suppliers

and/or equipment identified in Attachment Section J – Attachment 03 or (2) state that to the best of the offeror's knowledge no such interest or contract exists:

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

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

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

(f) Documentation referred to above may be submitted in advance of proposal submission but must be submitted no later than the closing date for receipt of offers.

(g) Disclosure of Potential Conflict of Interest by Offerors.

(1) The offeror agrees to disclose, in writing and prior to the closing date for receipt of offers, any relevant facts pertaining to work previously performed or presently being performed by the offeror under private and Government contracts wherein the subject matter includes systems, components, technology, or services identical or similar to that encompassed by the proposed contract and which might give rise to the appearance of an organizational conflict of interest. Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed.

(2) If any of the contracts identified pursuant to subparagraph (g)(1) contain an Organizational Conflict of Interest Provision, the offeror may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

(3) Any documentation submitted pursuant to this subparagraph shall identify this procurement by IFB/RFP or other appropriate number as a reference and shall be forwarded to:

COMFRC Procurement Group

40738 Mcleod Road, Bldg. 448

Naval Air Station

Patuxent River, MD 20670

ATTN: Organizational Conflict of Interest Material

(h) The Contracting Officer will determine whether such interests or contracts present potential organizational conflicts of interest that should preclude award to the offeror.

## Section L - Instructions, Conditions and Notices to Bidders

SECTION L**L – (1) CONTENT OF PROPOSALS (Services)****PART A GENERAL INSTRUCTIONS****1.0 GENERAL**

The Offeror must respond to all requirements of the solicitation and not alter or rearrange the solicitation. The Offeror is advised that the Government may incorporate any portions of the Offeror's proposal into the resulting contract.

In presenting material in the proposal, the Offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization shall be emphasized during proposal preparation. Statements that the prospective Offeror understands, can comply with, or will comply with, the specifications, and paraphrasing the requirements or parts thereof without supporting information are considered inadequate by the Government, and may result in assessing weaknesses and/or deficiencies.

The Offeror must include any data that illustrates the adequacy of the various assumptions, approaches, and solutions to problems. Failure to address a specific factor or subfactor clearly may be considered a deficiency. Unnecessarily elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

The Government advises the Offeror that taking exception to or deviating from any term or condition of the RFP may result in the assessment of a deficiency to the proposal.

Throughout these instructions, a "principal subcontractor" is defined as a subcontractor who provides at least 20% of the proposed total price/cost (excluding the Offeror's profit/fee) for the contract or provides one or more Key Personnel. "JV Team member" is defined as one of the entities that make up a joint venture (JV) formed for the purpose of responding to this solicitation.

**2.0 ELECTRONIC PROPOSAL FORMAT**

This section is intended to provide information to the Offerors on the electronic format and application software to be used for submitting proposals. Use of the software and procedures described in this section will reduce the amount of time and effort needed to receive and upload proposals and will ensure the proposals received are suitable for reading electronically during evaluation.

Proposals must be formatted using a Times New Roman 12 pt Normal font (no reduction permitted), single-spaced with 1-inch margins all around, and formatted for standard 8.5

x 11 inch paper. All pages should be numbered with section and page numbers. Graphs and tables shall be presented in no smaller than a 10 pt font and should contain a grid, which allows values to be read directly from the graph. Graphs and Tables that fit on an 8.5" X 14" printed page will be counted as one page. Drawing may be of any size and will count as one page. Graphic resolution, including such data as tables or charts, should be consistent with the purpose of the data presented. When using Government supplied templates (e.g. Attachment L1, Attachment L2, Attachment L3), no modifications to font or scaling required. All proposal documents must be compatible with Microsoft Office 2010 and/or the latest Adobe Acrobat Reader Portable Document Format (PDF), where applicable.

The Offeror is responsible for ensuring electronic proposals are virus free and shall run an anti-virus scan before submission. Offerors may use hyperlinks within and among proposal volumes that do not include price information. However, there shall be no links from any other volume into the Price Volume or into any other portion of the proposal that contains price information. In order to reduce file sizes, the Offeror shall not embed sound or video (e.g., MPEG) files within the proposal submission. The Offeror is encouraged to simplify the color palette used in creating figures; and minimize size of graphics files; and avoid scanned images.

### **3.0 PROPOSAL CONTENT AND VOLUMES**

The Offeror must present proposal information in a manner that facilitates a one-to-one comparison between the information presented and this Proposal Instruction. Proposal information must be structured such that its Volume/paragraph number matches the Proposal Instructions Volume/paragraph number provided in section "Part B Specific Instructions" to which it is responding, although the Offeror may add lower tier subparagraphs. The Offeror must provide reasons it will not provide information for a particular paragraph. The proposal information instructions are structured by paragraph numbers where first, second, third, and fourth parts correspond to the volume, section, and element, etc., in the Offeror's proposal.

Each volume of the proposal shall be submitted as specified in the table below. The table below supersedes the copies requested in Block 9 of the Standard Form (SF)33. Page limitations for each volume, if any, are also specified in the table below; title and table of contents pages do not count towards the page limit. Any pages submitted exceeding the page limit shall be disregarded and NOT evaluated.

Information submitted as an Annex to the proposal includes manuals, specifications, plans, procedures, and policies that exist as an official document of the company or facility, as well as other information requested in Part B Specific Instructions. Page limitations for Annexes, if any, are specified below.

The authorized Annexes are summarized in the table below:

Volume #	Volume Title	Page Limit
Volume 1	<b>TECHNICAL</b>	<b>55</b>
	<i>Sample Task #1 – Inspection Acceptance</i>	
	<i>Sample Task #2- Scheduled Inspection</i>	
	<i>Sample Task #3- Repair Scenario #1</i>	
	<i>Sample Task #4- Repair Scenario #2</i>	
	<i>Quality Program Plan</i>	
	<i>Minimum Manning</i>	
Volume 2	<b>PAST PERFORMANCE</b>	As Needed
Volume 3	<b>PRICE/COST</b>	As Needed
Volume 4	<b>COMPLIANCE</b>	As Needed

Each volume shall contain the following information:

- Cover and title page
- Title of proposal and proposal number as applicable
- Offeror's name, address, and POC
- RFP number
- Proposal volume number
- Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)

The Offeror shall submit a Cross Reference Matrix (CRM) for the Technical Volume, similar to the example below, to help ensure that all solicitation requirements are addressed and to facilitate the evaluators' review of the Offeror's proposal. The CRM should be a single integrated matrix and cross-reference the proposal volumes and paragraphs to specific RFP requirements, as well as other parts of the proposal that contain relevant information. The Offeror's CRM may be identical to the example below or revised such as to add columns to indicate the page number on which information may be found, identify where other relevant information in the proposal is located, or provide other comments. The CRM does not count against any of the proposal page limitations.

#### EXAMPLE OF A CROSS REFERENCE MATRIX (CRM)

Section L – Proposal Instructions	Government SOW/PWS	Section M – Evaluation Factor	Offeror's Proposal Reference	CLIN Reference
Volume 1 Technical	Example: Para 3.1 Note: This column shall address all paragraphs in Sections xx and xy of the SOW/PWS.	2.A	Provide reference to Offeror's Proposal Volume I – Technical. Example: Refer	

			to appropriate page number in Offeror's written proposal	
Volume 1 Technical				
Volume 1 Technical				

#### 4.0 ELECTRONIC PROPOSAL SUBMISSION

All volumes of the proposal shall be submitted electronically through the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) at <https://piee.eb.mil>. No other submissions, such as mail, hand-carried, or other electronic system (e.g., DOD SAFE) are authorized by the solicitation unless specifically authorized by the Contracting Officer pursuant to paragraph 4.2.1 below. For instructions on how to post an offer, please refer to the Posting Offer demo: [https://piectraining.eb.mil/wbt/sol/Posting\\_Offer.pdf](https://piectraining.eb.mil/wbt/sol/Posting_Offer.pdf).

It is the Offeror's responsibility to follow the registration instructions found on the PIEE website. It is advised that all potential prime Offerors and their subcontractors ensure the proper company points of contact are registered in the site based on their CAGE codes and have the proper roles assigned well in advance of the solicitation closing date. Subcontractors are only required to register in PIEE if they want to submit their proprietary proposal information separate from the prime offer. Documents submitted by the subcontractor directly to the Government must have the prime contractor's name, CAGE, and RFP number on the first page of the document.

It is also the Offeror's responsibility to confirm receipt of proposals and all electronic communications. Screen shots of the submission should also be taken to validate a submission was accepted in the PIEE system against this solicitation. The Government is not obligated to search for incorrectly submitted proposals in PIEE.

The submission date for all Volumes shall be no later than the date and time specified in Block 3: Solicitation Questions in the SF33 of the RFP.

- 4.1** If there is an unanticipated PIEE System outage within 24 hours of the proposal due date and the outage has interrupted normal Government processes so that proposals cannot be received by the exact time specified in the solicitation, the Contractor shall immediately notify the Contracting Officer. This notification shall occur prior to the proposal submission deadline and shall be made in writing. The notification may be in conjunction with verbal notification, but verbal notification alone shall not be sufficient. The Offeror shall obtain written approval from the Contracting Officer to submit the

proposal via an alternate method as shown in paragraph 4.2 or the Contracting Officer may advise the Offeror that the Government will follow the procedures set forth in FAR 15.208(d) for amending the solicitation closing date.

**4.2** The following alternate methods may be utilized when authorized by the Contracting Officer in accordance with paragraph 4.1.

**4.2.1** Contractor Proposals Submitted by Carrier: The Offeror shall submit electronic CD-ROM proposals via United States Postal Service or through a commercial carrier with next day delivery using the address provided below:

Commander, Fleet Readiness Centers (COMFRC)  
Code: COMFRC Procurement Group  
Jessica McGee, Procuring Contracting Officer (PCO)  
Tricia Castillo, Contract Specialist (CS)  
40738 Mcleod Road, Bldg. 448  
Naval Air Station  
Patuxent River, MD 20670  
Solicitation Number: N68520-22-R-0042

**4.2.2** Hand Carried Proposals: Hand carried proposals must be delivered to the address above, attention <PCO name> and/or Specialist, <Phone #>. If a proposal or amendment is hand carried, the Contractor must have current NAS Patuxent River base access to deliver the proposal. Without base access, the Contractor may not get beyond the installation security gate to deliver its proposal. Guards are not authorized to accept proposals. Each Volume shall be on a separate CD-ROM. Delivery time shall be coordinated with the contracting office to ensure availability to sign for the package.

**4.2.3** Regardless of which alternate method is used, the Offeror shall package the CD-ROMs in the most efficient manner possible grouping like volumes to the maximum extent possible. Each Volume shall be on a separate CDROM. The package shall include all proposal volumes including the digitally signed document(s) submitted as part of the Cost/Price Volume. The package shall include a packing slip detailing the contents to include the volume number, title, and copy number. Also, the package shall be stamped or marked "Controlled Unclassified Information" and "Source Selection Information – See FAR 2.101 and 3.104."

## **5.0 CLASSIFIED DATA**

All proposals must be UNCLASSIFIED.

## **6.0 SOLICITATION CHANGES**

For notice of any changes and additional information provided by the Government for the solicitation, please go to <https://sam.gov>.

**PART B SPECIFIC INSTRUCTIONS**

**Cost or pricing information shall only appear in the Price/Cost volume.**

**L - 1.0 VOLUME 1: TECHNICAL**

The Offeror shall provide all information and data required to conduct a thorough and complete technical evaluation. The Offeror shall address the following in the proposal:

**1.1 Understanding of the Work**

Provide a detailed step-by-step procedure and methodology which would be used in accomplishing the sample tasks provided in Section L.

**1.1.1 Sample Task #1 - Acceptance Inspection**

FRCSE received a Clark Model 5/4/G/LP 5000 lb. Forklift on a transfer from another FRC. Describe how the contractor would perform an acceptance inspection.

**Assumptions:** The following assumptions are provided to enable the Offeror to proceed without the ability to ask follow-up questions:

- a) The work will be performed at the ASE Maintenance Shop where all necessary tools and equipment would be available.
- b) The Manual showing acceptance inspection criteria and an inventory list would be available.

**Written Response:** The Offeror's response shall include the following information:

- a) Team: Identify the team member skill sets that are required to successfully perform the task. If applicable, describe the roles and responsibilities of any team members required.
- b) Assessment: Provide the steps involved in performing a detailed assessment of the equipment and determining whether all components are on hand and in a good working condition.
- c) Describe what would be done in the case of missing or damaged items.

**1.1.2 Sample Task #2 – Scheduled Inspection**

FRCSE shall perform Semi-Annual Preventive Maintenance (PM) on a Club Car Model Carry All 700 Gas Golf Cart. Describe how the contractor would perform a PM inspection.

**Assumptions:** The following assumptions are provided to enable the Offeror to proceed without the ability to ask follow-up questions:



- a) The work will be performed at the ASE Maintenance Shop where all necessary tools and equipment would be available.
- b) The Manual showing scheduled inspection criteria would be available.

**Written Response:** The Offeror's response shall include the following information:

- a) **Team:** Identify the team member skill sets that are required to successfully perform the task. If applicable, describe the roles and responsibilities of any team members required.
- b) **Assessment:** Provide the steps involved in performing a detailed preventive maintenance inspection and determining what areas need to be inspected and which parts may need to be replaced.
- c) Provide an estimated time frame for performance of the PM Inspection and Preventive Maintenance.
  - i. **Performance risk analysis:** Identify contingent events inherent to the nature of the effort that could, if they were to occur, negatively impact the successful accomplishment returning the equipment back to operational status.
  - ii. **Quality Assurance:** What steps should be taken to ensure that any necessary repairs meet the standard requirements and compliance regulations to repair and certify the equipment and return it back to operational status.

### 1.1.3 Sample Task 3 – REPAIR SCENARIO #1

FRCSE performed a Semi-Annual Preventive Maintenance (PM) on a 10 Ton Tripod Jack, Model T10-1VH4. In performing this inspection, a load test was performed and it was found to be unable to build pressure.

**Assumptions:** The following assumptions are provided to enable the Offeror to proceed without the ability to ask follow-up questions:

- a) The work will be performed at the ASE Maintenance Shop where all necessary tools and equipment would be available.
- b) The Manual showing scheduled inspection criteria as well as a parts breakdown is provided.

**Written Response:** The Offeror's response shall include the following information:

- a) Team: Identify the team member skill sets that are required to successfully perform the task. If applicable, describe the roles and responsibilities of any team members required.
- b) Assessment: Provide the steps involved in troubleshooting the discrepancy and determining the recommended repair.
- c) Provide an estimated time frame for performance of the repair.
- d) Performance risk analysis: Identify contingent events inherent to the nature of the effort that could, if they were to occur, negatively impact the successful accomplishment returning the equipment back to operational status.
- e) Quality Assurance: What steps should be taken to ensure that any necessary repairs meet the standard requirements and compliance regulations to repair and certify the equipment and return it back to operational status.

#### **1.1.4 Sample Task 4 – REPAIR SCENARIO #2**

A Test Stand Hydraulic (Tronair Model 05-7047-1100) has a work order submitted for a discrepancy stating the unit overheats and shuts down and will not restart.

**Assumptions:** The following assumptions are provided to enable the Offeror to proceed without the ability to ask follow-up questions.

- a) The work will be performed at the ASE Maintenance Shop where all necessary tools and equipment would be available.
- b) The Manual showing scheduled inspection criteria as well as a parts breakdown is provided.

**Written Response:** The Offeror's response shall include the following information:

- a) Team: Identify the team member skill sets that are required to successfully perform the task. If applicable, describe the roles and responsibilities of any team members required.
- b) Assessment: Provide the steps involved in troubleshooting the discrepancy and determining the recommended repair.
- c) Provide an estimated time frame for performance of the repair with the assumption that all required parts are on hand.
- d) Performance risk analysis: Identify contingent events inherent to the nature of the effort that could, if they were to occur, negatively impact the successful accomplishment returning the equipment back to operational status.

- e) Quality Assurance: What steps should be taken to ensure that any necessary repairs meet the standard requirements and compliance regulations to repair and certify the equipment and return it back to operational status.

## 1.2 Management Approach

### 1.2.1 Quality Program Plan

The Offeror shall propose a Quality Program Plan based on the Offeror's approach that describes internal controls and establishment of procedures for evaluating each of the major service areas (who, method, how often) for reporting to the Government and documentation (as listed in the Deliverables Section) reflecting quality control inspections and any corrective actions taken.

### 1.2.2 Minimum Manning

The Offeror shall propose the manning necessary, based on the Offeror's approach, to meet the requirements identified in the PWS. The Offeror shall complete **Attachment 04 (Manning Matrix)**, according to the instructions within the attachment and submit it as a separate electronic file.

The Offeror shall provide a narrative describing:

- 1) Its overall manpower approach;
- 2) How the manpower approach is consistent with meeting the performance requirements; and
- 3) Any associated benefits to the Government

Offerors are advised the Government will not accept any justification for proposing below the Government's minimum manning requirements; however, the Offeror may propose an approach that exceeds the minimum manning requirements. In addition, the Offeror must propose whole heads (no FTEs) at or above the minimum whole heads specified in **Attachment 04 (Manning Matrix)**. The Government will not accept any justification for proposing differently.

## L - 2.0 VOLUME 2: PAST PERFORMANCE

### 2.1 General

- 2.1.1 Sources of past performance evaluation information include information provided by the Offeror in response to the solicitation, information obtained from questionnaires, and any other sources available to the Government, to include, but not limited to, Federal Awardee Performance and Integrity Information Systems, Electronic Subcontract Reporting System, or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Fee Determining Officials.
- 2.1.2 The Offeror shall complete the Past Performance Information Form, **Attachment L-1 (Past Performance Data Sheet)**, for each past performance reference (contract or

delivery/task order) performed within five years of the solicitation release date. The Offeror shall submit no more than five Past Performance Information Forms as the Prime Contractor, no more than two forms for each principal subcontractor, and/or no more than two forms for each JV team member. For contract references that contain delivery/task orders, additionally provide the work description(s) for each specific delivery/task order deemed relevant by the Offeror to this solicitation's requirements. For contract references where the Offeror performed as a subcontractor, the Offeror shall clearly identify the applicable portion of the contract requirements that they performed. The Offeror shall submit written consent from its principal subcontractor(s) that will allow the Government to coordinate any past performance issues directly with the Offeror. If the Offeror does not submit the written consent, the Government will address any past performance issues directly with the principal subcontractor and the Offeror will forfeit the opportunity to participate in any related discussions. Consequently, for any principal subcontractor and JV team member that does not provide the written consent, the Offeror shall provide the name, address, phone number, and email address with whom the Government may address any past performance issues.

- 2.1.3** The Offeror shall provide a narrative on each Past Performance Information form in the "Contract Effort Description" area that clearly describes how each contract reference has relevant work effort that matches the relevancy definitions specified in Section M of the solicitation. Additionally, the Offeror shall provide one electronic copy of the Statement of Work/Performance Work Statement for each contract reference as Annex 1 to this Past Performance Volume.
- 2.1.4** The primary source of past performance information will be Contractor Performance Assessment Report (CPAR). If CPAR exists for multiple years for the same contract/order, all periods of performance within the recency period specified above, for that contract/order, will be used for evaluation. In the event a CPAR does not exist for a past performance reference, the Offeror shall submit a **Contractor Performance Assessment Questionnaire (CPAQ), Attachment L-2**, to the Program Manager who is the Assessing Official. The Offeror shall include instructions for the Program Manager to send completed questionnaires within two (2) weeks of its receipt via e-mail to Tricia Castillo, Contract Specialist, at Email [tricia.a.castillo2.civ@us.navy.mil](mailto:tricia.a.castillo2.civ@us.navy.mil) thereby allowing the customer approximately two weeks to complete their response. All CPAQs should be received by the Government concurrently with the Offeror's proposal submission.

## **L - 3.0 VOLUME 3: PRICE/COST PROPOSAL**

This Volume is the only volume that shall contain the Offeror's proposed Price/Cost and related data.

### **3.1 Ground Rules and Assumptions:**

- a) The Offeror shall provide sufficient data to support its proposed firm fixed price and explain all ground rules and assumptions that affect the proposed firm fixed price.

- b) Adequate price competition is anticipated. The cost and price documentation requested is not considered to be certified cost or pricing data and shall not be certified in accordance with FAR 15.403-1. However, in the event that adequate price competition does not exist after receipt of proposals, the Government reserves the right to require the Offeror to provide a Certificate of Current Cost or Pricing Data prior to award, pursuant to FAR 15.406-2 if there is only one offer in accordance with DFARS 215.371-3.

Offerors shall submit Cost and Pricing Data, however, the Cost and Pricing Data will not be considered certified and shall not be considered certified.

- c) If subcontractors are proposed, subcontractors shall provide the same price/cost proposal data required for the prime contractor, unless otherwise noted below.
- d) Within all Excel price/cost files, the Offeror shall use MS Office 2016 Excel format with formulas and functions to show mathematical operations and avoid using output type “value only” cells. If the proposal includes links, the proposal shall include all referenced files. Spreadsheets shall not be password protected or locked.
- e) The Government is not soliciting any investments. However, for the Government to assess a proposed price/cost that appears low due to a corporate decision to absorb costs, e.g., lower than usual burdens or rates, the Offeror shall fully identify and explain any such investments.

### 3.2 Government Provided Data for Proposal Development

**3.2.1 Historical Man Hours:** The historical maintenance man hours summarized below are based on Government historical data retrieved from MAXIMO. Offerors are being provided with this historical information in order to ensure an understanding of the anticipated magnitude of this requirement.

**Note:** The Government workload volume may change from historical levels. The Offeror may use the following table for informational purposes only to project proposed labor hours

Labor Hours	
Period of Performance	Total Hours
7/25/2017-7/24/2018	10,501.05
7/25/2018-7/24/2019	8,146.71
7/25/2019-7/24/2020	24,835.94
7/25/2020-7/24/2021	23,934.43
7/25/2021-7/24/2022	20,158.77
<b>Total Labor Hours</b>	<b>87,576.90</b>

**3.2.2 The incumbent contractor is:**

CHENEGA APPLIED SOLUTIONS, LLC  
10505 Furnace RD STE 205  
Lorton, Virginia 22079-2636  
**CAGE CODE: 6PRK3**

**3.2.3 The incumbent current subcontractor: None****3.3 The Offeror shall provide the following as part of the Volume 3 Proposal submission:**

- 3.3.1** An electronic copy of the Solicitation Section B using MS Office 2016 Excel format with the proposed Firm Fixed Price for each priced Contract Line Item (CLIN) and a proposed total Contract Price.
- 3.3.2** This solicitation is, and the resulting contract will be, subject to the Service Contract Act of 1965, as amended, and to FAR clause 52.222-41, contained in Section I of this solicitation. If the Offeror's proposed employees are under a collective bargaining agreement, the Offeror shall provide a copy of the agreement.
- 3.3.3** The Offeror shall provide a narrative describing the build-up of the proposed unit price, assumptions used for each CLIN, and the basis of estimate for the unit price proposed showing build-up calculations of the unit sell price. The Offeror shall identify whether each direct/indirect labor rate proposed is based on FPRPs, FPRRs, FPRAs, CBAs, or AWDs. The Offeror shall explain any appearance of unbalanced pricing.
- 3.3.4** The Offeror shall submit its fully completed price/cost proposal using the **Cost Summary Spreadsheet (Attachment L-3)** to disclose fully the buildup of cost/price of each CLIN. The Offeror shall use the Summary tab to breakout total proposed costs for each year of the ordering period. The Offeror shall not utilize any fully burdened hourly rates when pricing the labor of its employees. The offeror shall propose the total labor hours per labor category.
- 3.3.5** Direct/Indirect Rates: In order to determine fair and reasonable prices, the Offeror shall submit the following:
- 3.3.5.1** The last three (3) years of actual indirect rate information. If DCAA has not reviewed or audited the rate information for an Offeror, the Offeror must submit a detailed justification of the proposed indirect rates.
- 3.3.5.2** Documentation of compliance with the minimum monetary wages and fringe benefits for service employees as specified in the DoL Wage Determination.

**L - 4.0 VOLUME 4.0 COMPLIANCE**

This Volume shall contain information to ensure solicitation compliance evaluation and contractual execution upon award. Documentation provided as part of this Volume of the proposal may become part of the contract document at time of award. The Offeror shall submit the following:

#### 4.1 Offeror Summary Table:

The Offeror shall complete the table below. The Offeror shall include all proposed subcontractors and Joint Venture (JV) team members who will be involved with the performance of the contract. If a JV teaming or subcontracting arrangement is proposed, identify the work share, distribution elements, and ratios that each contractor will perform using the table below. Also, provide a definition of the legal relationship between the entities if it is other than a Prime/Subcontractor relationship.

Contractor Name (Indicate Prime, JV Team Member, or Sub)	Place of Performance/	CAGE CODE/DUNS #	Brief Work Description and/or Program Responsibility	% of Total Proposed Price

#### 4.2 If the Offeror is a JV, please provide the following:

- a) A definition of the legal relationship between the entities if it is other than a Prime/subcontractor relationship.
- b) The percentage of ownership for each JV member of Fleet JV - Reference 13 CFR § 125.8 (2)(iii) and (iv).
- c) Which company is the “Managing Venturer” or “Responsible Manager” of the JV. Reference 13 CFR § 125.8(2)(ii), JV Requirements.
- d) Confirm the establishment and administration of a special bank account in the name of the joint venture. Reference 13 CFR § 125.8(2)(v), JV Requirements.
- e) Compliance with 13 CFR § 125.8 (2)(viii), which obligates all parties to the joint venture to ensure performance of a contract set aside or reserved for small business and to complete performance despite the withdrawal of any member.
- f) Compliance with 13 CFR § 125.8(2)(ix), designating that accounting and other administrative records relating to the joint venture be kept in the office of the small business managing venturer, unless approval to keep them elsewhere is granted by the District Director or his/her designee upon written request.
- g) Compliance with 13 CFR § 125.8(2)(x), requiring that the final original records be retained by the small business managing venture upon completion of any contract set aside or reserved for small business that was performed by the joint venture.

#### 4.3 Completed and signed Solicitation SF33.

#### 4.4 Signed Solicitation Amendment SF30 acknowledgments, if applicable.

- 4.5 Completion of all solicitation provisions that requires a fill-in or response.
- 4.6 Signed Representations, Certifications, and Acknowledgements and/or reference to the electronic representations and certifications via the Offeror's System for Award Management (SAM) record.
- 4.7 Guarantee the length of proposal validity (for at least **180** days after proposal due date).
- 4.8 Defense Contract Audit Agency (DCAA) auditor point of contact, with a current e-mail address and phone number for the prime and each subcontractor.
- 4.9 Defense Contract Management Agency (DCMA) Administrative Contracting Officer (ACO) point of contact, with a current e-mail address and phone number for the prime and each subcontractor.
- 4.10 Department of Labor (DoL) point of contact, with a current e-mail address and phone number for the prime and each subcontractor.
- 4.11 System Compliances: The Offeror and applicable subcontractors shall indicate the most recent date in which the cognizant DCMA and DCAA reviewed and determined the adequacy of the Offeror's systems (including but not limited to, Property, Estimating, and Purchasing). If the Offeror's systems' status is not adequate, list the date of the last adequacy determination and the current status of any systems reviews or ongoing audits.
- 4.12 Pursuant to FAR clause 52.219-14 -- Limitations on Subcontracting), the offeror shall provide a labor cost breakout in dollars and the correlated percentage to demonstrate how the small business prime contractor will not pay more than 50 percent of the labor amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded). Cost of contract incurred for personnel includes direct labor cost, overhead that has only direct labor as its base, and the small business's General and Administrative (G&A) rate multiplied by the labor cost.
- 4.12 **Special Clauses to Incorporate into Section H:** The Offeror shall propose any "Special" clauses to support proposed terms and conditions not otherwise addressed in the Solicitation.
- 4.13 **Government Property:**  
"Scheduled Government-Furnished Property (SGFP)" list is attached and listed in Section J, which specifies the Government Property to be furnished for performance of this contract. The Government Furnished Information (GFI) is listed in the Applicable Documents section of the Performance Work Statement. The "Scheduled Government-Furnished Property (SGFP)" shall be managed by the Contractor in accordance with FAR Clause 52.245-1. Otherwise, NMCI Assets and office equipment that remain at the



Government site are considered “incidental” property per FAR Part 45 and shall not be tracked as accountable to the contract.

If the Offeror proposes/requires the use of Government Furnished Property (GFP) or GFI other than what this Solicitation notes as to be furnished, then the Offeror shall provide the following information. Otherwise, if no GFP/GFI is requested, the Offeror shall so state.

- a) A complete description of the required GFP/GFI including part number and serial number, if applicable.
- b) In the case of GFP/GFI accountable to other Government contracts, a copy of the correspondence authorizing use of such GFP/GFI on this contract.
- c) The monetary impact to the Offeror’s proposal if the proposed GFP/GFI is not provided as GFP/GFI.

#### **4.14 Quality Program Plan (QPP)**

Quality Program Plan proposed pursuant to **1.2.1** above, to become a contract attachment upon award.

#### **4.15 Manning Plan**

Manning Plan proposed pursuant to **1.2.2** above, to become a contract attachment upon award.

#### **CLAUSES INCORPORATED BY REFERENCE**

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.233-2	Service Of Protest	SEP 2006
52.237-10	Identification of Uncompensated Overtime	MAR 2015
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-5	Authorized Deviations In Provisions	NOV 2020
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.215-7008	Only One Offer	JUL 2019

#### **CLAUSES INCORPORATED BY FULL TEXT**

#### **52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a \_\_\_\_\_ contract resulting from this solicitation.

**5252.209-9513 ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS (SERVICES)  
(NAVAIR)(JUN 1993)**

(a) In accordance with FAR 9.507-1, the potential conflict of interest for this solicitation in the Contracting Officer's judgment would involve any prime contractor, subcontractor, co-sponsor, parties to a joint venture, consultant or other legal entity (1) who because of activities or relationships is unable to render impartial assistance or advice to the Government, or (2) whose objectivity in performing the contemplated contract work is or might otherwise be impaired, or (3) who has an unfair competitive advantage in regards to [Insert description of weapons system involved and contractor activities that are suspect, i.e., drafting specifications, planning requirements etc.].

(b) This solicitation contains special provision clause in Section H entitled, "Organizational Conflicts of Interest", which is to appear in the awarded contract.

(c) If the offeror has checked Block one of the NAVAIR 5252.209-9511, "Conflicts of Interest Representation" in Section K, indicating a potential conflict exists, the offeror shall in accordance with the 5252.209-9510, "Organizational Conflict of Interest" clause in Section H, disclose any and all information necessary to ascertain whether an organizational conflict of interest does exist, and if so, whether a waiver should be requested.

(d) The offeror shall take all reasonable steps to obtain documentation of organizational conflicts of interest, and shall cooperate fully with the Government in resolving such issues expeditiously.

(e) Along with responses to this solicitation, offerors must either (1) submit the following information concerning any existing or planned contracts with, or interests in, the suppliers and/or equipment identified in Attachment [Insert attachment number]; or (2) state that to the best of the offeror's knowledge no such interest or contract exists:

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

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

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

(f) Documentation referred to above may be submitted in advance of proposal submission but must be submitted no later than the closing date for receipt of offers.

(g) Disclosure of Potential Conflict of Interest by Offerors.

(1) The offeror agrees to disclose, in writing and prior to the closing date for receipt of offers, any relevant facts pertaining to work previously performed or presently being performed by the offeror under private and Government contracts wherein the subject matter includes systems, components, technology, or services identical or similar to that encompassed by the proposed contract and which might give rise to the appearance of an organizational conflict of interest. Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed.

(2) If any of the contracts identified pursuant to subparagraph (g)(1) contain an Organizational Conflict of Interest Provision, the offeror may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

(3) Any documentation submitted pursuant to this subparagraph shall identify this procurement by IFB/RFP or other appropriate number as a reference and shall be forwarded to:

[Provide the mailing address of the purchasing office]

ATTN: Organizational Conflict of Interest Material

(h) The Contracting Officer will determine whether such interests or contracts present potential organizational conflicts of interest that should preclude award to the offeror.

## Section M - Evaluation Factors for Award

SECTION M**M - (1) EVALUATION FACTORS FOR AWARD (SERVICES)****PART A: GENERAL INFORMATION****1.0 GENERAL**

The Government expects to select **one (1)** Offeror whose proposal offers the “best value” to the Government, using the trade-off method. "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit(s) in response to the requirement. The Offeror is advised that the lowest priced proposal meeting the solicitation requirements may not be selected for an award if award to a higher priced Offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher priced proposal must merit the additional price.

**2.0 EVALUATION PROCESS**

For the **Technical** factor a combined Technical/Risk rating will be assigned. This method reflects whether the proposal meets or does not meet the minimum requirements along with an assessment of the strengths, weaknesses, significant weaknesses, and deficiencies of the proposal to determine the combined Technical/Risk rating. The benefit to the Government associated with assessed strengths along with technical risk will be considered in determining whether the Offeror’s proposal rises to a level of being thorough or exceptional. Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. Offerors are advised that during the evaluation process, a technical factor with an “Unacceptable” Technical/Risk Rating may result in the entire proposal being found unacceptable and eliminated from the competition.

Under **Past Performance** the Government will evaluate recent performance to determine how well an Offeror has performed work similar to the work required by the solicitation. When proposals are received from joint ventures, specifically formed by the Offeror to propose on a particular acquisition, the past performance evaluation will consider each individual JV team member’s relevant past performance. After evaluating the Offeror’s past performance information, a Performance Confidence Assessment Rating will be assigned. More relevant past performance will typically be a stronger predictor of future success and have more influence on the Performance Confidence Assessment Rating than past performance of lesser relevance. In the case of an Offeror without a record of relevant past performance, the Offeror will receive a Performance Confidence Assessment Rating of “Unknown Confidence (Neutral)” which is considered a “Neutral” rating.

**3.0 EVALUATION FACTORS FOR AWARD**

Technical and Past Performance are equal in importance. Combined technical and past performance are approximately equal to price.

Proposals will be evaluated using the factors (and any subfactors), listed below. Factors are listed in descending order of importance. Technical and past performance are equal in importance. All evaluation factors other than price/cost, when combined, are slightly more important than price/cost.

## **TECHNICAL**

## **PAST PERFORMANCE**

## **PRICE/COST**

The proposal must demonstrate to the Government's satisfaction that the Offeror will provide support that will ensure the successful accomplishment of the solicitation requirements and overall program objectives. Proposal information provided for one factor may be used to assess other factors if the Government deems it appropriate. In addition, the Offeror's technical proposal will be reviewed to determine if it is consistent with the cost/price proposal where applicable, and reflects a clear understanding of the scope of work necessary to meet the solicitation requirements.

## **PART B: SPECIFIC INFORMATION**

### **M - 1.0 TECHNICAL**

The Government will evaluate the proposal to determine the Offeror's understanding of, approach to, and ability to meet the solicitation requirements. The Government will assess the Offeror's Technical Proposal with respect to its compliance with the solicitation requirements and the risk associated with the Offeror's approach. The evaluation will include an assessment of the Offeror's Understanding of the Work and Management Approach.

For the Technical factor, a combined Technical/Risk rating will be assigned. This method reflects whether the proposal meets or does not meet the minimum requirements along with an assessment of the strengths, weaknesses, significant weaknesses, and deficiencies of the proposal to determine the combined Technical/Risk rating. The benefit to the Government associated with assessed strengths along with technical risk will be considered in determining whether the Offeror's proposal rises to a level of being thorough or exceptional. Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance.

Offerors are advised that during the evaluation process, a technical Sub-factor with an "Unacceptable" Technical/Risk Rating may result in the entire proposal being found unacceptable and eliminated from the competition.

Failure to address part or parts of the technical factor caused by a lack of information may be assessed as a significant weakness or multiple significant weaknesses. A combination of significant weaknesses that increase the risk of unsuccessful contract performance to an unacceptable level may be considered a deficiency.

## **M - 2.0 PAST PERFORMANCE**

There are three aspects to the past performance evaluation: recency, relevancy, and quality. The first aspect of the past performance is to evaluate the recency of the Offeror's past performance being evaluated. Past performance will be considered recent if the contract/order has been performed within five (5) years of the solicitation release date. Past Performance that is not recent will not be considered in the evaluation.

The second aspect of the past performance evaluation is to evaluate how relevant the Past Performance being evaluated is to the requirements of this solicitation. The Government will use the following aspects to determine relevancy for this evaluation as defined in Part C: Evaluation Rating and Risk Assessment Definitions Section 3.0 Past Performance Relevancy Ratings.

The third aspect of the past performance evaluation is to evaluate the overall quality of the Offeror's recent relevant, past performance to include, but not limited to, review of CPARS and Questionnaires. The Government will focus its evaluation on the following areas: 1) meeting technical requirements, i.e., the quality of technical performance; 2) meeting schedule requirements, e.g., on time or late delivery; 3) managing the contracted effort. A separate quality rating will not be assigned, rather the past performance confidence assessment rating is based on the Offeror's overall record of past performance taking into account the recency, relevancy, and quality of performance.

## **M - 3.0 PRICE/COST**

The Government will evaluate the Offeror's Price Volume for its proposed total price; price reasonableness, price realism, and whether the Offeror completed the information requested in Section L.

### **Total Professional Employee Compensation Plan:**

The Government will evaluate the Offeror's Total Compensation Plan in accordance with FAR 52.222-46.

The Government will evaluate the Offeror's proposed Professional Employee Compensation Plan, to include the constituent Plans of any proposed Subcontractors. This evaluation will include an assessment of the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism to attract, recruit, and retain suitably qualified personnel to meet requirements, and its consistency with a total plan for compensation.

### **3.1 Price Reasonableness:**

In accordance with FAR 15.404-1, various price analysis techniques and procedures will be employed to ensure the prices being proposed for this requirement are fair and reasonable.

Normally, competition establishes price reasonableness. It is expected that the award decision will include a determination that there is adequate price competition and that the proposed prices are reasonable. If, after receipt of a proposal, the Procuring Contracting Officer determines that adequate price competition does not exist and a determination is made that none of the exceptions in FAR § 15.403-1(b) apply, the Government may be required to conduct a cost analysis of certified cost and pricing data in accordance with FAR § 15.403-4 in order to determine reasonableness of proposed prices.

### **3.2 Price Realism:**

All CLINs will be evaluated for price realism. As part of the price analysis, the evaluator will also review the proposed labor categories and price assumptions to ensure each CLIN price aligns with the manning proposed in the Technical Volume to ensure the proposed labor categories align with the Offeror's proposed management approach. In the Government's price realism analysis, any inconsistencies between the manning proposed in the Technical Volume compared to the Price Volume may increase risk as assessed under the Technical Factor. Further, any proposed pricing strategies for the Manning Approach and/or features/capabilities under contractual Compliance Volume that lessen the Government's expectation that the Offeror will be able to perform the work during execution may also increase risk under the Technical Factor. This includes any inconsistencies between the identified Headcount/Full Time Equivalent as listed in **Attachment 04 (Manning Matrix)** and those priced in the Price Volume.

### **3.3 Unbalanced Pricing:**

As required by FAR 15.404-1(g)(2), the Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. This is not a price realism analysis.

### **3.4 Total Evaluated Price:**

The total evaluated price will be the evaluated sum of all Firm Fixed Price CLINs and FAR 52.217-8 "Option to Extend Services," which is incorporated in this solicitation.

The evaluated price of the full six-month period associated with 52.217-8 will be calculated using 50% of the final year proposed Firm Fixed Price.

Prospective Offerors are forewarned that if there are price discrepancies between the proposed Section B, Attachment L-3, and Volume 3 Narrative, Attachment L-3 prevails.

**M - 4.0 CONTRACTUAL COMPLIANCES**

The Government will evaluate the Offeror's proposed contractual compliances based on the information required by this solicitation to be eligible for contract award.

The contractor's compliance to FAR Clauses 52.219-14 "Limitation on Subcontracting," will be assessed as an element of compliance responsibility. An Offeror's proposal that does not demonstrate adherence may not be eligible for award.

**PART C: EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS**

The definitions below will be used by the Government when assessing solicitation compliance and the expected results of the Offeror's proposed approach.

**1.0 EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS**

The definitions below will be used by the Government when assessing solicitation compliance and the expected results of the Offeror's proposed approach. The appropriate adjectival rating will be assigned to each factor and subfactor, as required. The Government will utilize a combined technical/risk rating for this effort.

**2.0 TECHNICAL EVALUATION RATINGS**

Combined Technical/Risk Ratings: The combined technical/risk assignments are provided in the table below.

<b>COMBINED TECHNICAL/RISK RATING</b>	
Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

Rating	Description
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Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which are likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

### 3.0 PAST PERFORMANCE RELEVANCY RATINGS

Past Performance Relevancy Ratings: More relevant Past Performance will typically be a stronger predictor of future success and have more influence on the Past Performance confidence assessment than Past Performance of lesser relevance.

Rating	Definition
Very Relevant	Present/past performance effort on aviation support equipment (ASE) maintenance under the Naval Aviation Maintenance Program (NAMP) that involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort on other aviation support equipment (ASE) maintenance under United States Army or Air Force maintenance programs that involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort on aviation support equipment (ASE) maintenance for commercial aircraft that involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

### 4.0 PERFORMANCE CONFIDENCE ASSESSMENT RATINGS

The Government will employ the Performance Confidence Assessments Rating Method described in the table below. In the case of an Offeror without a record of recent relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown or neutral past performance.

Performance Confidence Assessment Rating: Performance Confidence Assessment rating assignments reflect the Government's confidence that the Offeror will successfully



perform the solicitation's requirements based on the Offeror's recent and relevant past performance record.

Rating	Description
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

## 5.0 SMALL BUSINESS PARTICIPATION EVALUATION RATINGS

Small Business Rating Method		
Color	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Purple	Good	Proposal indicates a thorough approach and understanding of the small business objectives.
Green	Acceptable	Proposal indicates an adequate approach and understanding of the small business objectives.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Red	Unacceptable	Proposal does not meet small business objectives.

## 6.0 OTHER DEFINITIONS

**Strengths:** An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

**Weakness:** A flaw in the proposal that increases the risk of unsuccessful contract performance. (FAR15.001)

**Significant Weakness:** A flaw that appreciably increases the risk of unsuccessful contract performance. (FAR 15.001)

**Deficiency:** a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level. (FAR 15.001)

**Recency:** as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

**Relevancy:** as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

**Risk:** as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.