

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>DO-A7</b>		PAGE OF PAGES <b>1 127</b>			
2. CONTRACT NO.		3. SOLICITATION NO. <b>N0042123R0004</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED <b>10 May 2023</b>		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAWCAD PROCUREMENT GROUP 21983 BUNDY ROAD, BLDG 441 PATUXENT RIVER MD 20670				CODE <b>N00421</b>		8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>					
TEL:				FAX:		TEL:					
FAX:						FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>https://piee.eb.mil</u> until <u>05:00 PM</u> local time <u>12 Jun 2023</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS			
<b>11. TABLE OF CONTENTS</b>											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
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<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.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				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

SECTION APOINTS OF CONTACT

Cheri Swailes  
Contract Specialist  
Email: [cheri.a.swailes.civ@us.navy.mil](mailto:cheri.a.swailes.civ@us.navy.mil)

Amy G. Davis  
Contracting Officer  
Email: [amy.g.davis.civ@us.navy.mil](mailto:amy.g.davis.civ@us.navy.mil)

Rick Paskoski  
Procuring Contracting Officer  
Email: [rick.a.paskoski.civ@us.navy.mil](mailto:rick.a.paskoski.civ@us.navy.mil)

COMPETITION

This acquisition is a full and open competition.

CONTRACT TYPE

The contract resulting from this solicitation will be a Single-Award Indefinite Delivery/Indefinite Quantity (IDIQ) contract utilizing Cost-Plus-Fixed-Fee (CPFF) CLINs for Labor (Term and Completion) and Cost Reimbursable (non-fee-bearing) CLINs for Other Direct Costs (ODCs) (Travel and Material).

NOT SEPARATELY PRICED CLINS

Not Separately Priced (NSP) CLINs will be on the Basic IDIQ Contract, whereas, at the Task Order Level, CLINs will be separately priced. At the IDIQ level, CLINs 0001, 0007, and 0013 will contain the overall ceiling for NSP CLINs 0002-0006, 0008-0012, and 0014-0018, respectively.

VERBIAGE & TERMINOLOGY

For clarification purposes, throughout this solicitation, CPFF Term, CPFF Level of Effort, and CPFF Non-Performance-Based are used interchangeably.

For clarification purposes, throughout this solicitation, CPFF Completion and CPFF Performance-Based are used interchangeably.

PRODUCT SERVICE CODE

The basic contract of this Single-Award IDIQ CPFF and Cost Reimbursable vehicle will have an associated Product Service Code (PSC) of AC13, National Defense R&D Services; Department of Defense – Military; Experimental Development.

SERVICE CONTRACT LABOR STANDARDS

This solicitation, and the resulting contract, will be subject to the Service Contract Act (SCA) of 1965, as amended, and to FAR clause 52.222-41 Service Contract Labor Standards (May 2014), contained in Section I of this solicitation.

ORDERING PERIOD

This Contract will have a five (5) year ordering period.

SECURITY CLEARANCE

The Offeror shall be responsible for employing personnel having at least the minimum level of security clearance identified in Statement of Work (SOW)/Performance Work Statement (PWS) paragraph 3.2.2.1.

## Section B - Supplies or Services and Prices

B-1 ESTIMATED RATES**I. Hourly Burdened Composite Labor Rates (excluding fee) and Streamlined Ordering Procedures for CPFF Labor Term and Completion CLINs and/or Orders**

(a) Hourly Burdened Composite Labor Rates (provided within the tables in paragraphs (c) through (d) below) are applicable to CLINs 0001-0012:

(1) The rates below are the Hourly Burdened Composite Labor Rates for each labor category.

- i. Hourly Burdened Composite Labor Rates shall include direct labor rates plus all applicable burdens, to include indirect rates, applicable escalation, subcontractor fee on subcontractor labor, and subcontractor pass-through costs.
- ii. Hourly Burdened Composite Labor Rates shall not include prime fee on prime labor, prime fee on subcontractor labor, Other Direct Costs (ODCs) such as Travel and Material, and Cost of Money costs (if proposed).
- iii. The Hourly Burdened Composite Labor Rate would be the sum of both the prime and all subcontractor labor costs, as described above, for that labor category, divided by the total number of labor hours for that labor category.

(2) The Hourly Burdened Composite Labor Rates in paragraphs (c) through (d) are estimates, and invoicing will be based on actual costs incurred.

(b) Task Orders (TOs) that include CPFF Labor Term and Completion CLINs will be issued under this Contract using the following streamlined ordering procedures:

(1) For each proposed order that includes CPFF Labor Term or Completion CLINs, the Contracting Officer will provide the Contractor a TO and an Independent Government Cost Estimate (IGCE). The IGCE is an estimate of labor hours by labor category utilizing the Hourly Burdened Composite Labor Rates provided in paragraphs (c) through (d) below, to calculate the total estimated cost for the proposed CLINs and/or TO.

- i. The TO fixed fee is calculated using Section G Clause 5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR).
- ii. Ceiling for ODCs will be priced in accordance with the Government estimate.
- iii. TOs crossing multiple years will be estimated by the Government using the Hourly Burdened Composite Labor Rates for each year in proportion to the Period of Performance (PoP) of the TO.

(2) Within three (3) working days of receipt of the TO and IGCE, the contractor shall respond:

- i. If the contractor agrees that it can perform the TO within the parameters of the IGCE, they will sign and return the DD 1155 to the Contracting Officer. If the requirement remains valid, a priced order will be issued to the Contractor; or
- ii. If the Contractor does not agree with the TO and/or IGCE, the Contractor shall acknowledge its disagreement within three (3) working days. Additionally, a proposal shall be submitted to the Contracting Officer within five (5) working days of receipt of the TO and IGCE, addressing only the specific areas of difference in labor categories and/or hours in the IGCE. Once the differences are

resolved between the Contracting Officer and the Contractor, and the requirement remains valid, a priced order will be issued to the Contractor.

(c) Hourly Burdened Composite Labor Rates for Government Site

TERM AND COMPLETION ON-SITE (St. Inigoes, MD)					
Composite Fully Burdened Rates (Regardless of Clearance or if Key)					
Contract Labor Category and Bureau of Labor Statistics Standard Occupational Classification (BLS SOC)	Year 1 02/15/2024-02/14/2025*	Year 2 02/15/2025-02/14/2026*	Year 3 02/15/2026-02/14/2027*	Year 4 02/15/2027-02/14/2028*	Year 5 02/15/2028-02/14/2029*
Computer Hardware Engineer, Junior, 17-2061					
Computer Hardware Engineer, Journeyman, 17-2061					
Computer Hardware Engineer, Senior, 17-2061					
Computer Network Architect, Junior, 15-1241					
Computer Network Architect, Journeyman, 15-1241					
Computer Network Architect, Senior, 15-1241					
Computer Systems Analyst, Apprentice, 15-1211					
Computer Systems Analyst, Junior, 15-1211					
Computer Systems Analyst, Journeyman, 15-1211					
Computer Systems Analyst, Senior, 15-1211					
Electrical Engineer, Apprentice, 17-2071					
Electrical Engineer, Junior, 17-2071					
Electrical Engineer, Journeyman, 17-2071					
Electrical Engineer, Senior, 17-2071					
Engineer, All Other (Systems Engineer), Apprentice, 17-2199					
Engineer, All Other (Systems Engineer), Junior, 17-2199					
Engineer, All Other (Systems Engineer), Journeyman, 17-2199					
Engineer, All Other (Systems Engineer), Senior, 17-2199					
General and Operations Manager (Program Manager), Senior, 11-1021					
General and Operations Manager (Project Manager), Senior, 11-1021					
Logistician, Junior, 13-1081					
Logistician, Journeyman, 13-1081					
Logistician, Senior, 13-1081					

Management Analyst (Configuration Management Analyst), Junior, 13-1111					
Management Analyst (Configuration Management Analyst), Journeyman, 13-1111					
Management Analyst (Configuration Management Analyst), Senior, 13-1111					
Mechanical Engineer, Apprentice, 17-2141					
Mechanical Engineer, Junior, 17-2141					
Mechanical Engineer, Journeyman, 17-2141					
Mechanical Engineer, Senior, 17-2141					
Network and Computer Systems Administrator, Junior, 15-1244					
Network and Computer Systems Administrator, Journeyman, 15-1244					
Network and Computer Systems Administrator, Senior, 15-1244					
Project Management Specialist, Junior, 13-1082					
Project Management Specialist, Journeyman, 13-1082					
Project Management Specialist, Senior, 13-1082					
Contract Labor Category and Service Contract Act (SCA) Code					
Cable Splicer (SCA), 49-9099					
Computer Programmer II (SCA), 15-1251					
Computer Programmer III (SCA), 15-1251					
Drafter/CAD Operator I (SCA), 17-3012					
Drafter/CAD Operator II (SCA), 17-3012					
Drafter/CAD Operator III (SCA), 17-3012					
Electronics Technician Maintenance II (SCA), 17-3023					
Electronics Technician Maintenance III (SCA), 17-3023					
Engineering Technician I (SCA), 17-3029					
Engineering Technician II (SCA), 17-3029					
Engineering Technician III (SCA), 17-3029					
Engineering Technician IV (SCA), 17-3029					
General Clerk I (SCA), 43-9061					
General Clerk II (SCA), 43-9061					
General Clerk III (SCA), 43-9061					
Shipping/Receiving Clerk (SCA), 43-5071					
Technical Writer II (SCA), 27-3042					
Telecommunications Mechanic I (SCA), 49-2022					

Telecommunications Mechanic II (SCA), 49-2022					
Truck Driver, Medium (SCA), 53-3033					
Warehouse Specialist (SCA), 43-5071					

\* Dates to be adjusted at contract award

(d) Hourly Burdened Composite Labor Rates for Contractor Site

TERM AND COMPLETION OFF-SITE (Contractor Facility)					
Composite Fully Burdened Rates (Regardless of Clearance or if Key)					
Contract Labor Category and Bureau of Labor Statistics Standard Occupational Classification (BLS SOC)	Year 1	Year 2	Year 3	Year 4	Year 5
	02/15/2024-02/14/2025*	02/15/2025-02/14/2026*	02/15/2026-02/14/2027*	02/15/2027-02/14/2028*	02/15/2028-02/14/2029*
Computer Hardware Engineer, Junior, 17-2061					
Computer Hardware Engineer, Journeyman, 17-2061					
Computer Hardware Engineer, Senior, 17-2061					
Computer Network Architects, Junior, 15-1241					
Computer Network Architect, Journeyman, 15-1241					
Computer Network Architect, Senior, 15-1241					
Computer Systems Analyst, Apprentice, 15-1211					
Computer Systems Analyst, Junior, 15-1211					
Computer Systems Analyst, Journeyman, 15-1211					
Computer Systems Analyst, Senior, 15-1211					
Electrical Engineer, Apprentice, 17-2071					
Electrical Engineer, Junior, 17-2071					
Electrical Engineer, Journeyman, 17-2071					
Electrical Engineer, Senior, 17-2071					
Engineer, All Other (Systems Engineer), Apprentice, 17-2199					
Engineer, All Other (Systems Engineer), Junior, 17-2199					
Engineer, All Other (Systems Engineer), Journeyman, 17-2199					
Engineer, All Other (Systems Engineer), Senior, 17-2199					
General and Operations Manager (Program Manager), Senior, 11-1021					
General and Operations Manager (Project Manager), Senior, 11-1021					
Logistician, Junior, 13-1081					

Logistician, Journeyman, 13-1081					
Logistician, Senior, 13-1081					
Management Analyst (Configuration Management Analyst), Junior, 13-1111					
Management Analyst (Configuration Management Analyst), Journeyman, 13-1111					
Management Analyst (Configuration Management Analyst), Senior, 13-1111					
Mechanical Engineer, Apprentice, 17-2141					
Mechanical Engineer, Junior, 17-2141					
Mechanical Engineer, Journeyman, 17-2141					
Mechanical Engineer, Senior, 17-2141					
Network and Computer Systems Administrator, Junior, 15-1244					
Network and Computer Systems Administrator, Journeyman, 15-1244					
Network and Computer Systems Administrator, Senior, 15-1244					
Project Management Specialist, Junior, 13-1082					
Project Management Specialist, Journeyman, 13-1082					
Project Management Specialist, Senior, 13-1082					
Contract Labor Category and Service Contract Act (SCA) Code					
Cable Splicer (SCA), 49-9099					
Computer Programmer II (SCA), 15-1251					
Computer Programmer III (SCA), 15-1251					
Drafter/CAD Operator I (SCA), 17-3012					
Drafter/CAD Operator II (SCA), 17-3012					
Drafter/CAD Operator III (SCA), 17-3012					
Electronics Technician Maintenance II (SCA), 17-3023					
Electronics Technician Maintenance III (SCA), 17-3023					
Engineering Technician I (SCA), 17-3029					
Engineering Technician II (SCA), 17-3029					
Engineering Technician III (SCA), 17-3029					
Engineering Technician IV (SCA), 17-3029					
General Clerk I (SCA), 43-9061					
General Clerk II (SCA), 43-9061					
General Clerk III (SCA), 43-9061					
Shipping/Receiving Clerk (SCA), 43-5071					

Technical Writer II (SCA), 27-3042					
Telecommunications Mechanic I (SCA), 49-2022					
Telecommunications Mechanic II (SCA), 49-2022					
Truck Driver, Medium (SCA), 53-3033					
Warehouse Specialist (SCA), 43-5071					

\* Dates to be adjusted at contract award

#### B-2 FEE

Non-Performance Based (Level of Effort (LOE)) - For non-performance based LOE tasks, the composite rates from B-1 will be used to develop the total estimated cost for the order. The fixed fee will be calculated based on fee per hour. The fee per hour is the total fee proposed for CLIN 0001 for all periods divided by the total number of CLIN 0001 LOE hours for all periods. The non-performance based fee per hour is \$\_[to be completed at contract award]\_\_\_\_\_.

Performance Based (Completion) - For performance-based (completion) tasks, the composite rates from B-1 will be used to develop the total estimated cost. The fixed fee will be calculated based on the percentage of total fee proposed for CLIN 0007 for all periods divided by the total proposed cost of CLIN 0007 for all periods. The performance based (completion) fee percentage is \_[to be completed at contract award]\_\_\_\_%.

#### B-3 LABOR HOURS

CPFF Non-Performance Based/Term (CLINs 0001-0006)

The Government estimate is 621,266 labor hours for the entire work effort for CPFF Non-Performance Based/Term tasking. A work year is defined as 1,920 hours exclusive of holidays and leave.

CPFF Performance Based/Completion (CLINs 0007-0012)

The Government estimate is 81,077 labor hours for the entire work effort for CPFF Performance Based/Completion tasking. A work year is defined as 1,920 hours exclusive of holidays and leave.

The Government estimate (inclusive of CPFF Non-performance Based/Term and CPFF Performance Based/Completion) for the entire effort is 702,343 labor hours.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor in support of SOW/PWS - Term CPFF Services in accordance with Section C, Statement of Work (SOW) / Performance Work Statement (PWS), paragraphs 3.3.1, 3.3.2, and 3.3.3. FOB: Destination PSC CD: AC13	1	Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Labor - Term - RDT&E CPFF Not Separately Priced (NSP) from CLIN 0001. FOB: Destination PSC CD: AC13	1	Lot		
ESTIMATED COST FIXED FEE					<hr/>
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Labor - Term - PROC CPFF Not Separately Priced (NSP) from CLIN 0001. FOB: Destination PSC CD: AC13	1	Lot		
ESTIMATED COST FIXED FEE					<hr/>
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Labor - Term - O&M CPFF Not Separately Priced (NSP) from CLIN 0001. FOB: Destination PSC CD: AC13	1	Lot		
ESTIMATED COST FIXED FEE					<hr/>
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Labor - Term - Non-DoD CPFF Not Separately Priced (NSP) from CLIN 0001. FOB: Destination PSC CD: AC13	1	Lot		
ESTIMATED COST FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Labor - Term - WCF CPFF Not Separately Priced (NSP) from CLIN 0001. FOB: Destination PSC CD: AC13	1	Lot		
ESTIMATED COST FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Labor in support of SOW/PWS - Completion CPFF Services in accordance with Section C, Statement of Work (SOW) / Performance Work Statement (PWS) excluding paragraphs 3.3.1 and 3.3.3. FOB: Destination PSC CD: AC13	1	Lot		
ESTIMATED COST FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Labor - Completion - RDT&E CPFF Not Separately Priced (NSP) from CLIN 0007. FOB: Destination PSC CD: AC13	1	Lot		
ESTIMATED COST FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Labor - Completion - PROC CPFF Not Separately Priced (NSP) from CLIN 0007. FOB: Destination PSC CD: AC13	1	Lot		
ESTIMATED COST FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Labor - Completion - O&M CPFF Not Separately Priced (NSP) from CLIN 0007. FOB: Destination PSC CD: AC13	1	Lot		
ESTIMATED COST FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Labor - Completion - Non-DoD CPFF Not Separately Priced (NSP) from CLIN 0007. FOB: Destination PSC CD: AC13	1	Lot		
ESTIMATED COST FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Labor - Completion - WCF CPFF Not Separately Priced (NSP) from CLIN 0007. FOB: Destination PSC CD: AC13	1	Lot		
ESTIMATED COST FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	ODC in support of CLINs 0001 & 0007 COST Other Direct Costs (ODCs) in support of CLINs 0001 & 0007 in accordance with Statement of Work (SOW) / Performance Work Statement (PWS) paragraph 3.1.5., Other Direct Costs (ODCs) and Section C, CTXT.242-9520 Procedures and Approvals Required Prior to Incurring Direct Material Costs (APR 2022) and 5252.232-9509 Travel Approval and Reimbursement Procedures. FOB: Destination PSC CD: AC13	1	Lot		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	ODC - RDT&E COST Other Direct Costs (ODCs). Cost in support of CLINs 0002 and 0008. Not Separately Priced (NSP) from CLIN 0013. FOB: Destination PSC CD: AC13	1	Lot		
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	ODC - PROC COST Other Direct Costs (ODCs). Cost in support of CLINs 0003 and 0009. Not Separately Priced (NSP) from CLIN 0013. FOB: Destination PSC CD: AC13	1	Lot		
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	ODC - O&M COST Other Direct Costs (ODCs). Cost in support of CLINs 0004 and 0010. Not Separately Priced (NSP) from CLIN 0013. FOB: Destination PSC CD: AC13	1	Lot		
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	ODC - Non-DoD COST Other Direct Costs (ODCs). Cost in support of CLINs 0005 and 0011. Not Separately Priced (NSP) from CLIN 0013. FOB: Destination PSC CD: AC13	1	Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	ODC - WCF COST Other Direct Costs (ODCs). Cost in support of CLINs 0006 and 0012. Not Separately Priced (NSP) from CLIN 0013. FOB: Destination PSC CD: AC13	1	Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Technical Data COST Not Separately Priced (NSP) Technical Data in accordance with Statement of Work (SOW) / Performance Work Statement (PWS) in Section C in support of CLINs 0001 - 0012. FOB: Destination PSC CD: AC13	1	Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Contractor Acquired Property (CAP) COST Not Separately Priced (NSP) Contractor Acquired Property (CAP) in accordance with Statement of Work (SOW) / Performance Work Statement (PWS) in Section C in support of CLINs 0013 - 0018. FOB: Destination PSC CD: AC13	1	Lot		

ESTIMATED COST

CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR) (VARIATION) (MAR 2023)**

- (a) The level of effort estimated to be ordered during the term of this Contract is **621,266** man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor is as follows:

CLIN	Labor Hours
0001	621,266

- (b) The estimated level of effort for each individual order will be established at the task order level.
- (c) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.
- (d) In the event that less than one hundred (100%) percent of the established level of effort of the contract/order is actually expended by the end of the performance period, the Government shall have the option of:
- (1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort specified in paragraph above, at no increase in the fee of the order; or
  - (2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort.
- (e) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at other non-work locations.

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

**(End of Clause)**



## Section C - Descriptions and Specifications

### SECTION C

**Items 0001 through 0012 (Labor CLINs)** – The Contractor shall provide services in accordance with Section C, Statement of Work (SOW)/Performance Work Statement (PWS). Contract services shall be performed in accordance with the SOW/PWS as detailed in the individual task orders. The task order SOW/PWS will detail tasks that fall within the scope of the basic contract.

**Items 0013 through 0018 (ODC CLINs) (Travel and Material)** – The Contractor shall provide Other Direct Costs (ODCs) in accordance with Section C, SOW/PWS paragraph 3.1.5; CTXT.242-9520 Procedures and Approvals Required Prior to Incurring Direct Materials Costs (APR 2022); and 5252.232-9509 Travel Approval and Reimbursement Procedures (NAVAIR)(OCT 2013).

**Item 0019 (Technical Data CLIN)** – The data to be furnished hereunder shall be in accordance with Exhibit A, Contract Data Requirements List (CDRLs), and Section C, SOW/PWS.

**Item 0020 (Contractor Acquired Property (CAP) CLIN)** – The item(s) to be furnished hereunder shall be marked in accordance with Section C, SOW/PWS and DFARS PGI 245.402.

### STATEMENT OF WORK

#### **STATEMENT OF WORK (SOW)/PERFORMANCE WORK STATEMENT (PWS) FOR SHIP & AIR INTEGRATED WARFARE DIVISION MISSION SYSTEMS ENGINEERING**

##### **1.0 Scope.**

As the organic Lead Systems Integrator (oLSI) for the Naval Air Warfare Center Aircraft Division (NAWCAD), Webster Outlying Field (WOLF) operates under a product-based business model whereby WOLF civilians lead and manage the efforts of combined Government-industry teams. Using this oLSI approach, the Government maintains ownership of intellectual property and data rights, enabling WOLF to rapidly adapt solutions to the dynamic needs of the warfighter.

The NAWCAD WOLF Ship & Air Integrated Warfare (SAIW) Division, operating under the oLSI model, provides mission systems engineering support to provide requirements definition, emerging technologies identification, rapid design engineering, drawing package support, development, customization, manufacturing, fabrication, integration, Test and Evaluation (T&E), installation, certification, maintenance, upgrade, logistics, software development and In-Service Engineering Agent (ISEA) activities of new and/or existing shipboard, surface, ground-based, and airborne mission systems. The Mission Systems Engineering (MSE) support is provided in response to tasking from the Department of Defense (DoD) and other U.S Government organizations.

This Statement of Work/Performance Work Statement (SOW/PWS) will provide Command, Control, Communications, Computers, Cyber, Combat Systems, Intelligence, Surveillance, and Reconnaissance (C6ISR) systems engineering support, C6ISR integration support, and ISEA and logistics support to Mission Systems programs, systems, and technological areas within the SAIW project portfolio.

##### **2.0 Applicable documents.**

The following documents and document sources are provided for reference. The SAIW Division requirements to provide C6ISR interoperability among U.S military and U.S civilian efforts may dictate an adherence to a wide variety of specifications and standards. DoD systems shall adhere to the Joint Technical Architecture (JTA) 2.0 Standards. Non-DoD systems may be governed by numerous commercial, national, or international standards. The documents listed below are presented only as representative sources of the technological interface details that may be required during Contract performance. Likewise, the documentation listed is not all-inclusive but is

representative of the type of information that may be necessary to perform the work. The document version applicable to tasking will be the most current published document at the time of Contract award.

**2.1 DoD specifications.**

- 2.1.1 DoD National Industrial Security Program Operating Manual (NISPOM) codifying 32 Code of Federal Regulations Part 117, NISPOM Rule.
- 2.1.2 SECNAV M-5510.36B, Department of the Navy, Information Security Program, 12 Jul 2019.
- 2.1.3 DoDI 5200.48, Controlled Unclassified Information (CUI), dated 6 Mar 2020.
- 2.1.4 DoDD 5400.07, DoD Freedom of Information Act (FOIA) Program, 5 Apr 2019.
- 2.1.5 DoDI 5230.24, Distribution Statements on Technical Documents, Change 3, 15 Oct 2018.
- 2.1.6 SECNAV M-5510.30C, Department of the Navy, Personnel Security Program, 24 Jan 2020.
- 2.1.7 OPNAVINST 3440.17A, Navy Installation Emergency Management Program, 1 Aug 2014.

**2.2 DoD standards.**

- 2.2.1 MIL-STD-498, Software Development and Documentation, Version 01.00.00.
- 2.2.2 DoD-STD-2168, Military Handbook, Defense System Software Quality Program.

**2.3 Other Government documents.**

- 2.3.1 National Security Decision Directive 298, dated 22 January 1988 Public Law 100-235, Section 3(d)(4).
- 2.3.2 Federal Acquisition Regulation (FAR).
- 2.3.3 Bureau of Labor and Statistics (BLS) Standard Occupational Categories (SOC) available at [www.bls.gov/soc](http://www.bls.gov/soc).
- 2.3.4 NAVAIRINST 4355.19E, Systems Engineering Technical Review Process, 6 Feb 2015.NAVSEA T9050-AA-DIR-010/AEGIS, Rev. G, Test Procedure Preparation Directive.
- 2.3.5 SAIW Division Operations Manual.
- 2.3.6 SAIW Division Project Realization Standard Operating Procedure (SOP).

**2.4 Industry documents.**

- 2.4.1 American Society for Testing and Materials (ASTM) manual A.
- 2.4.2 Capability Maturity Model Integration (CMMI) Model.
- 2.4.3 International Organization for Standardization (ISO) International Standard 9001:2015, Quality Management Systems, Sept 2015.

**3.0 Requirements.**

**3.1 General Requirements.**

- 3.1.1 **Compatibility.** The Contractor shall maintain the capability to prepare documents and software packages compatible with the Government Information Technology (IT) environment through the security classification of Secret as specified in the DD-254 (Attachment 01). The current operating environment required for this Contract includes:

Adobe Acrobat XI (Reader)  
Internet access  
Microsoft Office 365  
Microsoft Office Professional Plus 2016 or greater  
Microsoft Project 2016 or greater  
Microsoft Windows 10

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

3.1.2 **Work location, facilities, and telework.**

- 3.1.2.1 **Work location.** Approximately 34% of work will be performed at Government site and 66% of work will be performed at Contractor site. Government site includes NAWCAD WOLF, St. Inigoes, MD.

- 3.1.2.1.1 **Government Site Requirements.** Contractors performing on-site support will be provided access to workspaces, telephones, printers, facsimile machines, copy machines, shredders, computers, and network, including access to web servers and applicable databases or other applications necessary to carry out assigned tasks.

- 3.1.2.1.2 **Contractor Site Requirements.** The Contractor shall provide its own support facilities needed to perform the tasking of this Contract within 50 ground transportable miles of WOLF, St. Inigoes, MD, in order to satisfy the daily support and administrative operations of this Contract. The Government will not assume responsibility to retain the facility or take control of the title after the Contract is completed.

- 3.1.2.2 **Meeting Support.** In support of the tasking outlined in this SOW/PWS, the Contractor shall have the capability to host and conduct meetings at the classification levels up to Secret with the capacity to support a minimum of 10 persons and have Contractor-furnished telephone and Video Teleconference (VTC) capability as well as sufficient equipment to conduct meetings with presentations including compatible software as required in section 3.1.1. This support shall be provided at the Contractor support facilities, located within 50 ground transportable miles of WOLF, St. Inigoes, MD, as required in section 3.1.2.1.2.

- 3.1.2.3 **Telework.** The Contractor, upon notification to, and concurrence from, the Contracting Officer's Representative (COR) that a position's tasking is eligible for telework, may utilize alternate worksites/locations and telework to support continued performance of its contract In Accordance With (IAW) company policy. Contractor discretion is required when making alternate worksite and telework decisions based upon the nature of support being provided by the employees. In the event telework is utilized, the Contractor remains responsible for contract performance and compliance with any applicable cost accounting standards and contract cost principles/procedures.

- 3.1.2.4 **Industrial Support Facilities.** The Contractor shall provide sufficient industrial support for the receipt, storage, inventory, and shipment of equipment associated with assigned projects. Historically, the space required to meet SOW/PWS requirements has been no less than 7,500 feet. Additionally, the space shall be equipped with Heating, Ventilation and Air Conditioning (HVAC) systems capable of sustaining a controlled environment consistent with the storage, assembly, and operation of electronic equipment. The

space shall be configured to meet requirements for receiving, material receipt inspection, storage awaiting build up, integration, and testing and storage of completed systems. The space shall be equipped to protect Government property and shall be located within 50 ground transportable driving miles of WOLF, St. Inigoes, MD. The Government will not have desk occupancy at the location and will not take possession of the facility at Contract termination.

3.1.3 **Contract Status Reporting.** The Contractor shall deliver the following documentation.

3.1.3.1 **Monthly progress and financial status report.** The Contractor shall deliver a progress and financial status report IAW the Contract Data Requirement List (CDRL). The report shall include work accomplished since submittal of the last report, including both monthly and cumulative work hour labor costs, expended by labor category and material and travel costs. (CDRL A001)

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

3.1.4.1 **Work Schedule.** The Contractor shall provide the required services and staffing coverage during normal working hours. Normal working hours are usually 8.5 hours (including a 30-minute lunch break), from 0730 to 1600 each Monday through Friday (except on the legal holidays specified in paragraph 3.1.4.1.2). Some supported Government offices have flexibility to start as early as 0600 and end as late as 1800 Monday – Friday.

3.1.4.1.1 **CWS.** CWS is an alternative work schedule to the traditional five 8.5-hour workdays (which includes a 30-minute lunch break) worked per week. Under a CWS schedule, an employee completes the following schedule within a 2-week period of time: 8 weekdays are worked at 9.5 hours each (which includes a 30-minute lunch break), 1 weekday is alternately worked as 8.5 hours (which includes a 30-minute lunch break), and 1 weekday is not worked by the employee. The result is 80 hours worked every 2 weeks, with 44 work hours 1 week and 36 work hours the other.

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

3.1.4.1.2 **Holidays.** The Government observes the Federal holidays identified on the Office of Personnel Management (OPM) website: <https://www.opm.gov>.

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

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

- 3.1.4.1.4 **Overtime.** Overtime shall not exceed the amount specified in FAR clause 52.222-2, Payment for Overtime Premiums.
- 3.1.5 **Other Direct Costs (ODCs).** (Research, Development, Test & Evaluation (RDT&E); Procurement (PROC); Operations & Maintenance (O&M); Non-Department of Defense (Non-DoD); and Working Capital Fund (WCF).
- 3.1.5.1 **Travel.** Travel may include general and administrative expenses, but shall not include profit/fee. Temporary travel to other locations in support of project tasking is required. If required, temporary travel locations include those listed in sections 3.1.5.1.1 and 3.1.5.1.2. This list is not all-inclusive as locations may change over the life of the Contract.
- 3.1.5.1.1 **Continental United States (CONUS).** CONUS locations may include travel to Bremerton, WA; Hood River, OR; Jacksonville, FL; Mayport, FL; Norfolk, VA; Quantico, VA; San Diego, CA; St. Inigoes, MD; St Louis, MO; Tampa, FL; and Washington, D.C.
- 3.1.5.1.2 **Outside the Continental United States (OCONUS).** OCONUS locations may include travel to Manama, Bahrain; Sasebo, Japan; and Yokosuka, Japan.
- 3.1.5.1.3 The Contractor shall complete their travel request(s) IAW NAVAIR Clause 5252.232-9509, Travel Approval and Reimbursement Procedures. Upon completion of travel, the Contractor employee shall complete a trip/travel report. The COR shall approval all travel performed in support of this Contract prior to the commencement of the travel, and travel shall result in a trip report. (CDRL A002)
- 3.1.5.1.4 **Synchronized Pre-Deployment & Operational Tracker (SPOT).** The Contractor may travel to U.S. Central Command locations. IAW Clauses 252.225-7040 and 5152.225-5908, SPOT enables the validation of Contractors Authorized to Accompany the Force (CAAF), their authorization and eligibility for access to specific DoD facilities, and their eligibility for specific Government Furnished Support (GFS). The Contractor shall initiate a Letter of Authorization (LOA) for each prospective traveler. The Contractor shall use the SPOT link (<https://spot.dmdc.mil/privacy.aspx>) to enter and maintain data with respect to traveling/deployed personnel and to generate LOAs.
- 3.1.5.1.5 **LOA.** The Contracting Officer (KO) will provide an LOA for official travel OCONUS, when applicable, supporting the Contract. The LOA will identify local authorizations, privileges, etc. as specified by DoD requirements. All defense contractor employees working under this Contract shall carry an LOA, when applicable, with them at all times while deployed OCONUS.
- 3.1.5.2 **Material.** Incidental material will be required in the performance of this Contract, and all incidental material purchases shall be IAW the Section H, CTXT.242-9520 Procedures and Approvals Required Prior to Incurring Direct Materials Costs (APR 2022). All materials not depleted during the performance of this Contract shall become Government property upon completion of this Contract. The Contractor shall transfer all materials not depleted to the COR by way of a Material Inspection and Receiving Report (DD Form 250) (CLIN 0020). Material costs may include general and administrative expenses but shall not include profit/fee. (CDRL A003)
- 3.1.6 **Subcontractors.** Provisions stated herein shall be clearly and effectively communicated to all subcontractors providing support under this Contract. All provisions of this SOW/PWS shall flow down to subcontractors providing support under this Contract.
- 3.1.7 **Management of Contractor Personnel.** The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances will the Government assign tasks to, or prepare work schedules for, individual Contractor employees. The Contractor shall manage its employees and guard against any actions that are of the nature of personal services, or give the perception of personal services.

### 3.1.8 **Transition-Out Strategy.**

The Contractor's overall transition-out strategy shall be built around maintaining the mission of the SAIW Division with minimal impact, not only in terms of timeliness of performance but also to ensure that critical data and knowledge transfer occurs. Prior to the termination or expiration of the Contract, the Contractor shall ensure an orderly transition of responsibilities, while minimizing impact to the operation. The Contractor shall deliver a Transition-Out Plan, to include the minimum elements listed below IAW CDRL A004.

- 3.1.8.1 **Work turnover.** The Contractor shall provide a plan of action to effectively transfer tasked work that is in process at the expiration or termination of the Contract to the successor company and establish and maintain effective communication with the incoming Contractor or Government personnel for the period of transition via weekly status meetings.
- 3.1.8.2 **Quality Assurance (QA).** The Contractor shall provide a plan of action to ensure continuation of quality review processes during the transition period to the successor company.
- 3.1.8.3 **Risk mitigation strategies.** The Contractor shall provide a plan of action to mitigate contract performance risks (quality and schedule) encountered during the transition period.
- 3.1.8.4 **Data/information transfer.** The Contractor shall provide a plan of action for the efficient inventory and transfer of program data to the successor company.
- 3.1.9 **Technical Direction Letters (TDLs).** When necessary, technical direction or clarification concerning the details of specific tasks set forth in the Contract and the TOs will be given through issuance of written TDLs. TDLs will not, in any manner, alter the scope of the Contract or TO. For further direction, see NAVAIR Clause 5252.242-9502 Technical Direction (Variation) in Section H of the Contract. The Contractor shall prepare and deliver a COR Management Report for TDLs IAW CDRL A005.
- 3.1.10 **Quality Management.** The Contractor shall develop, implement, document, and maintain a quality management system to ensure conformance with contractual requirements and the specific quality and performance requirements to be issued under this Contract. The quality management system should meet the intent of the American National Standards Institute/American Society for Quality (ANSI/ASQ) ISO 9001:2015 and/or equivalent governing body. Regardless of the standards that are applied, the Contractor's quality approach should be clearly defined and recognize the need to focus on customer satisfaction, defect prevention over inspection, management responsibility, and continuous improvement. (CDRL A006)
  - 3.1.10.1 **Inspection System Plan (ISP).** (CDRL A007)
  - 3.1.10.2 The Contractor shall conduct a thorough review of the Contract quality requirements to identify the controls, processes, skills, fixtures, tools, and test equipment needed to ensure product quality.
    - 3.1.10.2.1 The planning review shall also update inspection and testing techniques, instrumentation, and manufacturing methods and processes. (CDRL A008)
    - 3.1.10.2.2 These written procedures and work instructions shall be made available to the employees required to perform the specific task.
  - 3.1.10.3 **OCI Mitigation Plan.** The Contractor shall report OCI Mitigation Plan compliance and compliance status changes. (CDRL A030)
- 3.1.11 **Government Furnished Property (GFP)/Government Furnished Information (GFI).** Any GFI listed in this Contract will be provided to the Contractor within five (5) days after award. Additional GFI such

as training and documentation requiring Contractor review, analysis, and updating will be provided throughout the Contract PoP. Disposition of GFI will be made at Contract completion. The Contractor shall have an approved Property Management System.

### 3.2 **Security.**

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

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

### 3.2.2 **Investigative Requirements.**

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

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

CUI, including legacy For Official Use Only (FOUO) information and Covered Defense Information (CDI) (meeting the definition of 48 CFR 252.204-7012(a)) generated and/or provided under this Contract, shall be marked and safeguarded as specified in DoD Instruction 5200.48, Controlled Unclassified Information (CUI), available at <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/520048p.PDF>.

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

All controlled unclassified technical information shall be appropriately identified and marked with the following distribution statement(s):

Distribution Statement (Insert Appropriate Letter and Authorization Title), (Insert Appropriate Reason Category) (dated – (Date of Distribution Authorization). Other requests shall be referred to: Commander, Naval Air Systems Command, Attn: COR, NAWCAD WOLF SAIW, 17134 Webster Field Road, Building 8225, Saint Inigoes, MD 20684-4015.

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

Contractor personnel shall require access to classified information in performance of this Contract up to and including Top Secret facility level, with a safeguarding level of Secret. The Contractor is responsible for ensuring that all personnel receive the requisite investigation and are favorably adjudicated IAW National Industrial Security Program Operating Manual (NISPOM) codifying 32 Code of Federal Regulation Part 117, NISPOM Rule. Contractor employees who fail to meet security clearance requirements may not access classified information or perform sensitive duties. In such cases, the Contractor employee may not perform on the Contract.

The Contractor shall comply with security requirements specified in DD-254, Attachment 01 of this Contract. Information or data that the Contractor accesses shall be handled at the appropriate classification level. Unclassified information shall be handled IAW the appropriate designation (CUI; legacy FOUO; CDI). Distribution is authorized to the Requiring Office's Organization and supported Activity only. Other requests for deliverables under this Contract shall be referred to the Technical Point of Contact (TPOC)/COR of this Contract for approval.

CUI, including legacy FOUO and CDI (meeting the definition of 48 CFR 252.204–7012(a)) generated and/or provided under this Contract, shall be marked and safeguarded as specified in DoD Instruction 5200.48, Controlled Unclassified Information (CUI), available at <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/520048p.PDF>.

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

- 3.2.2.1 All personnel shall have the appropriate DoD Security Clearance Level or Interim Clearance IAW the chart below. All other labor categories have no DoD Security Clearance requirement.



<b>LABOR CATEGORY</b>	<b>LEVEL</b>	<b>DoD SECURITY CLEARANCE LEVEL (INTERIM CLEARANCE ACCEPTABLE)</b>	<b>FULL TIME EQUIVALENTS (FTEs)</b>	<b>REQUIRED DAYS AFTER ISSUANCE OF CONTRACT</b>
Computer Hardware Engineers	Junior	Secret	One	Within 60 calendar days of award
Computer Hardware Engineers	Journeyman	Secret	All	Within 60 calendar days of award
Computer Hardware Engineers (Key)	Senior	Top Secret	One	Within 120 calendar days of award
Computer Hardware Engineers (Non-Key)	Senior	Secret	All	Within 60 calendar days of award
Computer Network Architects	Junior	Secret	One	Within 60 calendar days of award
Computer Network Architects	Journeyman	Secret	All	Within 60 calendar days of award
Computer Network Architects	Senior	Secret	All	Within 60 calendar days of award
Computer Systems Analysts	Senior	Secret	All	Within 60 calendar days of award
Computer Systems Analysts	Journeyman	Secret	All	Within 60 calendar days of award
Computer Systems Analysts (Key and Non-Key)	Senior	Secret	All	Within 60 calendar days of award
Electrical Engineers	Junior	Secret	One	Within 60 calendar days of award
Electrical Engineers	Journeyman	Secret	All	Within 60 calendar days of award
Electrical Engineers (Key and Non-Key)	Senior	Secret	All	Within 60 calendar days of award
Engineers, All Other (Systems Engineer)	Junior	Secret	One	Within 60 calendar days of award
Engineers, All Other (Systems Engineer)	Journeyman	Secret	Two	Within 60 calendar days of award
Engineers, All Other (Systems Engineer) (Key)	Senior	Top Secret	One	Within 120 calendar days of award
Engineers, All Other (Systems Engineer) (Non-Key)	Senior	Secret	One	Within 60 calendar days of award
General and Operations Managers (Program Manager) (Key)	Senior	Top Secret	One	Within 120 calendar days of award
General and Operations Managers (Project Manager) (Key)	Senior	Top Secret	One	Within 60 calendar days of award
General and Operations Managers (Project Manager) (Non-Key)	Senior	Secret	All	Within 60 calendar days of award
Logisticians	Journeyman	Secret	All	Within 60 calendar days of award

Logisticians	Senior	Secret	All	Within 60 calendar days of award
Management Analysts (Configuration Management Analyst) (Key)	Journeyman	Secret	One	Within 60 calendar days of award
Mechanical Engineers	Junior	Secret	One	Within 60 calendar days of award
Mechanical Engineers	Journeyman	Secret	All	Within 60 calendar days of award
Mechanical Engineers	Senior	Secret	All	Within 60 calendar days of award
Network and Computer Systems Administrators	Junior	Secret	One	Within 60 calendar days of award
Network and Computer Systems Administrators	Journeyman	Secret	All	Within 60 calendar days of award
Network and Computer Systems Administrators	Senior	Secret	All	Within 60 calendar days of award
Computer Programmer II (SCA)	N/A	Secret	All	Within 60 calendar days of award
Electronics Technician Maintenance II (SCA)	N/A	Secret	All	Within 60 calendar days of award
Electronics Technician Maintenance III (SCA)	N/A	Secret	All	Within 60 calendar days of award
Engineering Technician II (SCA)	N/A	Secret	One	Within 60 calendar days of award
Engineering Technician III (SCA)	N/A	Secret	One	Within 60 calendar days of award
Engineering Technician IV (SCA)	N/A	Secret	All	Within 60 calendar days of award
Telecommunications Mechanic I	N/A	Secret	One	Within 60 calendar days of award
Telecommunications Mechanic II	N/A	Secret	All	Within 60 calendar days of award

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

3.2.3.1 **SAAR-N.** All Contractor personnel requiring access to Government IT systems shall have an approved SAAR-N Form OPNAV 5239/14 Rev Sep 2011 on file and shall complete required Annual Information Awareness Training. New employees must submit their SAAR-N forms within 30 days of their first day of work. Instructions for processing the SAAR-N forms are available at: [https://www.cnmc.navy.mil/content/dam/cnmc/hq/pdfs/Homepage/Command%20and%20Staff/OPNAV\\_5239\\_14\\_Rev\\_9\\_2011.pdf](https://www.cnmc.navy.mil/content/dam/cnmc/hq/pdfs/Homepage/Command%20and%20Staff/OPNAV_5239_14_Rev_9_2011.pdf). SAAR-N forms shall be submitted to the COR, Government TPOC, or to the assigned Government Trusted Associate Sponsorship System (TASS) Trusted Associate.

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

provide the Contractor access to Government facilities, as required, for performance of tasks under this Contract.

- 3.2.3.3 The Contractor shall comply with security requirements specified in the DD-254 attached to this Contract. Information or data that the Contractor accesses shall be handled at the appropriate classification level.
- 3.2.4 **Information Security.** If the work is performed at the Contractor's facility, the Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of classified information and CUI and to control distribution of CUI IAW National Industrial Security Program Operating Manual (NISPOM) codifying 32 Code of Federal Regulations Part 117, NISPOM Rule and SECNAV M-5510.36B, Department of the Navy, Information Security Program. If the work is performed at the Government's facility, the Contractor shall comply with facility security procedures and controls.
- 3.2.4.1 **Marking.** All information generated by the Contractor shall be properly marked. Legacy FOUO information generated and/or provided under this Contract shall be marked IAW DoDI 5200.48. Technical information shall also be marked with appropriate Distribution Statements and Export Control warnings IAW DoDI 5230.24 and program Security Classification Guidance.
- 3.2.4.2 **Public Release.** Any CUI pertaining to this Contract shall not be released for public dissemination, including posting to any social media sites such as Facebook or Twitter, unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release through the NAWCAD WOLF Public Affairs Office (PAO) via the COR identified in NAVAIR clause 5252.201-9501, Designation of Contracting Officer's Representative (COR)(NAVAIR)(SEP 2020).
- 3.2.4.3 **Loss, compromise, and/or electronic spillage of classified information or CUI.** All instances of loss, compromise, and electronic spillage of classified information or CUI shall be reported to the COR, TPOC, and Government Security Office within 72 hours of the incident occurring.
- 3.2.5 **OPSEC.** The Contractor shall develop, implement, and maintain an OPSEC program to protect controlled unclassified and classified activities, information, equipment, and material used or developed by the Contractor and any subcontractor during performance of the Contract. The Contractor shall be responsible for the subcontractor implementation of the OPSEC requirements. This program may include Information Assurance (IA) and COMSEC. The OPSEC program shall be IAW National Security Decision Directive (NSDD) 298 and at a minimum shall include:
- 1) Assignment of responsibility for OPSEC direction and implementation.
  - 2) Issuance of procedures and planning guidance for the use of OPSEC techniques to identify vulnerabilities and apply applicable countermeasures.
  - 3) Establishment of OPSEC education and awareness training.
  - 4) Provisions for management, annual review, and evaluation of OPSEC programs.
  - 5) Flow down of OPSEC requirements to subcontractors when applicable.

While performing aboard Naval Air Systems Command (NAVAIR) or NAVAIR sites, the Contractor shall: comply with facility OPSEC program instructions and contribute to organization-level OPSEC efforts; include OPSEC as part of its ongoing security awareness program and take all required Agency training; be responsive to the Supporting OPSEC Manager on a non-interference basis; and protect sensitive unclassified information and activities that could compromise classified information or operations or degrade the planning and execution of operations performed by the Requirements Owner and Contractor in support of the mission. (CDRL A009)

- 3.2.6 **Antiterrorism Force Protection and Emergency Management.** The work performed on this Contract is not Emergency Essential IAW OPNAVINST 3440.17A and Government Emergency Management,

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

### 3.3 **Detailed Support Requirements.**

#### 3.3.1 **C6ISR Systems Engineering Support.**

3.3.1(a) (RDT&E) Provide C6ISR systems engineering support for SAIW programs and projects throughout the research and development phases of the program’s life cycle. Applicable to SOW/PWS paragraphs 3.3.1.1 – 3.3.1.6.

3.3.1(b) (PROC) Provide C6ISR systems engineering support for SAIW programs and projects throughout the procurement and production phases of the program’s life cycle. Applicable to SOW/PWS paragraphs 3.3.1.1 – 3.3.1.6.

3.3.1(c) (O&M) Provide C6ISR systems engineering support for SAIW programs and projects throughout the O&M phase of the program’s life cycle. Applicable to SOW/PWS paragraphs 3.3.1.1 – 3.3.1.6.

3.3.1(d) (Non-DoD) Provide C6ISR systems engineering support for SAIW programs and projects supporting non-DoD customers. Applicable to SOW/PWS paragraphs 3.3.1.1 – 3.3.1.6.

3.3.1(e) (WCF) Provide C6ISR systems engineering support for SAIW programs and projects associated with WCF efforts. Applicable to SOW/PWS paragraphs 3.3.1.1 – 3.3.1.6.

3.3.1.1 The Contractor shall assist the Government in analyzing the needs of, and defining, the operational and life cycle requirements for new systems and/or capabilities to address deficiencies with existing systems, new mission requirements, or opportunities for “technology refresh” afforded by new and emerging technologies.

3.3.1.1.1 The Contractor shall support the Government by considering the existing systems being replaced, operational processes and procedures, possible constraints and limitations, operational environment, producibility, reliability, maintainability, availability, cost, schedule, and necessary quality standards of legacy and proposed systems with which the new system shall operate. (CDRL A010)

3.3.1.1.2 The Contractor shall support the Government’s development of a Requirements Traceability Verification Matrix and Project Schedule to ensure compatibility with stakeholders’ needs. (CDRLs A011 and A012)

3.3.1.2 The Contractor shall assist by researching, identifying, providing, evaluating, and documenting competing alternative systems, concepts, and technologies to provide information necessary to objectively compare their attributes (such as technical capability, risk, and cost).

3.3.1.2.1 The Contractor shall assist with selecting and presenting the most appropriate solution or technology to the Government for consideration, paying particular attention to producibility. (CDRL A010)

3.3.1.2.2 The Contractor shall assist by considering Government-Off-The-Shelf (GOTS), Commercial-Off-the-Shelf (COTS), and Non-Developmental Item (NDI) solutions whenever feasible, and include issues specific to these solutions, such as data rights, supportability, licensing agreements, and copyrights as part of the analysis. (CDRL A010)

3.3.1.3 The Contractor shall assist by providing studies, evaluations, and data required for the engineering design review process from Preliminary Design Reviews (PDRs), Alternatives Review, and Cost Benefit

Analysis through Critical Design Review (CDR) acceptance of new and modernized C6ISR Mission Systems.

- 3.3.1.3.1 The Contractor shall assist by providing system design packages, reports, and recommendations as a result of these reviews, analyses, studies, and evaluations. (CDRL A010)
- 3.3.1.3.2 The Contractor shall support the performance of the systems engineering processes of the Government's organic Lead Systems Integration (oLSI) activities supporting rapidly developed C6ISR based products and services. (CDRL A010)
- 3.3.1.3.3 The Contractor shall assist by providing support to the Government to conduct engineering technical reviews and assessments supporting the Government's turnkey production processes and environment. (CDRL A010)
- 3.3.1.3.4 The Contractor shall assist by providing support to the Government to establish turnkey performance standards to ensure turnkey parametric values are not exceeded during execution. (CDRL A010)
- 3.3.1.3.5 The Contractor shall assist by providing support to the Government to conduct a set of system engineering reviews for C6ISR projects that include system design and delivery as outlined in NAVAIRINST 4355.19E or the relevant directive as outlined in the issued TO and TDL. For non-Acquisition Category (ACAT) programs, it is likely that, at a minimum, System Requirement Reviews (SRRs), PDRs, CDRs, and System Verification Reviews (SVRs) will be conducted on projects where a system will be developed or delivered. Other reviews that may occur at the Government's discretion are: Initial Technical Reviews (ITRs), Alternative System Reviews (ASRs), System Functional Reviews (SFRs), Software Specification Reviews (SSRs), Integration Readiness Reviews (IRRs), Test Readiness Reviews (TRRs), Physical Configuration Audits (PCAs), and In-Service Reviews (ISRs). (CDRL A010)
- 3.3.1.4 The Contractor shall assist by providing support to the Government's development of a Systems Engineering Plan (SEP) by delivering a Systems Engineering Management Plan (SEMP). (CDRL A013)
- 3.3.1.4.1 The Contractor shall assist with ensuring traceability between a system's operational requirements and its hardware and software implementation by documenting and providing information in a format that clearly demonstrates a risk assessment, logical flow, and validates that the system's components are necessary and sufficient to meet the system's requirements. (CDRLs A010 and A014)
- 3.3.1.4.2 The Contractor shall assist with ensuring the best of the current and emerging information technologies are included in the NAWCAD toolbox of equipment and applications and are available to support projects. (CDRL A010)
- 3.3.1.4.3 The Contractor shall assist by providing engineering support and reports for tests and evaluations to support and/or validate systems engineering and programmatic decisions. Tasking includes assisting with feasibility studies, trade studies, manpower studies, cost-benefit analyses, and system total operating cost analyses. (CDRL A010)
- 3.3.1.4.4 The Contractor shall assist with evaluating the feasibility and suitability of proposed design solutions, paying particular attention to, but not limited to, the producibility of proposed design solutions. (CDRL A010)
- 3.3.1.4.5 The Contractor shall assist by providing support for appropriate risk mitigation efforts such as modeling and simulation, when unproven technologies, unique concepts, or high-risk approaches are proposed. (CDRL A010)
- 3.3.1.5 The Contractor shall assist with developing, reviewing, and/or revising engineering drawings, as-built drawings, cable run sheets, and other related documentation to reflect approved system design and consistency with interfaces.

- 3.3.1.5.1 The Contractor shall assist by providing technical and engineering support for the development, acquisition, validation, and correction of technical data and technical documentation required for the detailed design, modernization, integration, installation, operation, and maintenance of new and upgraded systems. (CDRLs A016 and A017)
- 3.3.1.5.2 The Contractor shall assist with preparing detailed electrical and mechanical assembly and installation control drawing packages, including the continued verification and update of baseline and projected configurations and revised drawing documentation to include the following: Preliminary and Final Cable Running Sheets, Preliminary and Final Space Arrangement Drawings, Preliminary and Final Method Mounted Equipment Drawings, Preliminary and Final Installation Control Drawings, Preliminary and Final One-Line Power Diagrams, Preliminary and Final Cable Block Diagrams, Preliminary and Final Interface Control Drawings, and Preliminary and Final Fabrication and Assembly Drawings. (CDRLs A010 and A015)
- 3.3.1.5.3 The Contractor shall assist with reviewing the drawings and technical documentation of interfacing systems to ensure compatibility with integrated system interfaces on legacy, current, and future systems. (CDRLs A010 and A015)
- 3.3.1.5.4 The Contractor shall assist with reviewing drawings for quality control and consistency with interfaces, and update the product or systems-based documentation as appropriate. (CDRLs A010 and A015)
- 3.3.1.5.5 The Contractor shall assist with ensuring all documentation and drawing packages follow required quality and document control processes, as well as any security-based considerations that may be defined in the TO and TDL. This can include monitoring, numbering, documenting, approving, and storage per the Contractor's Quality Assurance Program Plan (QAPP). (CDRLs A010 and A015)
- 3.3.1.6 The Contractor shall assist by providing software, network, and IT development services to design, develop, and integrate new and upgraded C6ISR solutions and to ensure compatibility with mission system hardware. These services shall conform to MIL-STD-498, DoD-STD-2168, and other applicable standards as required in the issued TO and TDLs.
- 3.3.1.6.1 The Contractor shall assist with designing, developing, and integrating computer software requirements, solutions, and interfaces to ensure compatibility with new and existing C6ISR system hardware. This includes developing, modifying, and maintaining documentation associated with the software development process, as well as the software product; utilization of accepted best practices, techniques, and approaches to ensure effective and efficient software development and integration; and development of software IAW the guidelines and methodologies of Capability Maturity Model Integration (CMMI) process improvement maturity model. (CDRLs A010 and A018)
- 3.3.1.6.2 The Contractor shall assist with developing or modifying Software Development Plans (SDPs) for various C6ISR systems. The SDP serves as a tool for monitoring the processes for software development, methods to be used, approach to be followed for each activity, project schedules, organization, and resources. (CDRL A019)
- 3.3.1.6.3 The Contractor shall assist with testing and validating software designs, functionality, reliability, and security of developed and integrated computer software solutions on new and existing C6ISR systems. This includes implementing, analyzing, and documenting various NAVAIR and sponsor-based approved assurance, static, and dynamic testing involving Software Test Plan procedures. (CDRLs A018, A020, A021, A022)
- 3.3.1.6.4 The Contractor shall assist by utilizing the approved systems engineering documentation developed on task-specific equipment or components and validating the actual operational functionality versus the approved and desired system performance standards. (CDRL A010)

### 3.3.2 **C6ISR Integration Support (Term and Completion).**

The following SOW/PWS paragraphs 3.3.2.1 – 3.3.2.5 represent both Term and Completion tasking.

- 3.3.2(a) (RDT&E) Provide C6ISR integration support for SAIW programs and projects throughout the research and development phases of the program's life cycle. Applicable to SOW/PWS paragraphs 3.3.2.1 – 3.3.2.5.
- 3.3.2(b) (PROC) Provide C6ISR integration support for SAIW programs and projects throughout the procurement and production phases of the program's life cycle. Applicable to SOW/PWS paragraphs 3.3.2.1 – 3.3.2.5.
- 3.3.2(c) (O&M) Provide C6ISR integration support for SAIW programs and projects throughout the O&M phase of the program's life cycle. Applicable to SOW/PWS paragraphs 3.3.2.1 – 3.3.2.5.
- 3.3.2(d) (Non-DoD) Provide C6ISR integration support for SAIW programs and projects supporting non-DoD customers. Applicable to SOW/PWS paragraphs 3.3.2.1 – 3.3.2.5.
- 3.3.2(e) (WCF) Provide C6ISR integration support for SAIW programs and projects associated with WCF efforts. Applicable to SOW/PWS paragraphs 3.3.2.1 – 3.3.2.5.
- 3.3.2.1 The Contractor shall support the initial planning stages of C6ISR Mission Systems.
  - 3.3.2.1.1 The Contractor shall support the development of integration planning documentation for the various platforms, equipment suites, cabinets, or racks to be integrated, utilizing various Work Breakdown Structure (WBS)-based software tools as may be required. (CDRLs A010, A012, A014)
  - 3.3.2.1.2 The Contractor shall assist with coordinating the availability of needed integration required resources such as manpower, material, travel, software, tooling, and facilities. (CDRLs A010, A012, A014)
  - 3.3.2.1.3 The Contractor shall assist to develop, apply, and submit to the Government for approval an integration Performance Work Process (PWP). (CDRLs A012 and A014)
- 3.3.2.2 The Contractor shall assist by providing technical and engineering services and reports to track, modify, stage, integrate, deliver, and test C6ISR Mission Systems.
  - 3.3.2.2.1 The Contractor shall assist by providing technical support for the integration of systems, subsystems, components, and equipment that will be incorporated into mission-based C6ISR systems and/or platforms and provide associated reports. (CDRL A010)
  - 3.3.2.2.2 The Contractor shall support the resolution of problems during system integration, testing, delivery, and set up and prepare change requests as required. (CDRLs A010, A017, A022, A023)
  - 3.3.2.2.3 The Contractor shall assist by identifying, documenting, and providing reports detailing all technical information relative to discrepancies encountered with the integration and installation or testing of electrical, mechanical, or IT-based equipment, components, systems, or platforms for C6ISR systems. (CDRLs A010, A022, A023)
  - 3.3.2.2.4 The Contractor shall support the fabrication or procurement of metalwork and woodwork items for supported C6ISR systems. (CDRLs A001 and A003)
  - 3.3.2.2.5 The Contractor shall assist with ensuring the configuration control process is maintained throughout the integration effort to identify changes to cabinet installation, design, and interoperability (e.g., cables, connectors, backshells, and interconnections) necessary to ensure control of system integration. (CDRLs A023 and A024)

- 3.3.2.2.6 The Contractor shall assist in calibrating general purpose and special purpose tools and electronic test equipment. (CDRL A010)
- 3.3.2.2.7 The Contractor shall assist to maintain appropriate equipment and tooling maintenance documents. (CDRL A010)
- 3.3.2.3 The Contractor shall assist by providing support services for the acquisition and delivery of components and equipment for supported C6ISR systems.
- 3.3.2.3.1 The Contractor shall assist by disassembling, refurbishing, and preparing complete systems and/or individual components for delivery, installing protective coverings and packaging, preparing appropriate documentation including final inventory cards and DD Forms 1149 or DD Forms 250 (as may be required), and performing pre-shipment quality control inspections. (CDRLs A003 and A022)
- 3.3.2.3.2 The Contractor shall assist with coordination of shipments and shipment preparation documents with appropriate transportation authorities; monitor shipment loading IAW the Equipment Delivery Plan; and monitor the unloading of equipment at the integration facility. (CDRLs A003 and A010)
- 3.3.2.3.3 The Contractor shall assist by providing follow-up support for delivery of late equipment to the integration facility. (CDRL A010)
- 3.3.2.3.4 The Contractor shall assist by providing support to receive, track, inventory, issue, monitor, and document all material, equipment, technical data, and logistics support items (to include Government Furnished Equipment (GFE) and Contractor furnished equipment) acquired throughout the entire acquisition process. (CDRLs A003 and A010)
- 3.3.2.3.5 The Contractor shall assist with planning and coordinating the procurement and delivery of equipment with vendors to ensure deliveries meet required schedules. (CDRL A003)
- 3.3.2.4 The Contractor shall assist by providing installation support services on-site at the final integration platform or facility.
- 3.3.2.4.1 The Contractor shall assist with performing and monitoring the on-site installation of Mission Systems equipment at specified military locations and platforms, as well as at other sponsor-based locations. (CDRL A010)
- 3.3.2.4.2 The Contractor shall assist by providing technical liaison support between NAWCAD and the platform integrator during on-site system installation and assist with providing recommendations to Government personnel for resolution of system installation problems. (CDRL A010)
- 3.3.2.5 The Contractor shall assist with executing T&E processes and procedures on systems developed, evaluated, or installed on SAIW programs.
- 3.3.2.5.1 The Contractor shall support the development of T&E plans and procedures to validate the operational and system functionality of equipment IAW Government test standards, ISO quality standards, and the Contractor's Quality Management Plan (QMP). (CDRLs A021 and A025)
- 3.3.2.5.2 The Contractor shall assist to coordinate and conduct pre-integration special testing, such as shock, vibration, Electromagnetic Interference (EMI), isolation and radiation hazards, and susceptibility to electronic countermeasures. (CDRL A022)
- 3.3.2.5.3 The Contractor shall assist by providing support to conduct C6ISR system and component testing per system standards and approved engineering test plans and specifications to ensure correct operation, compatibility with existing subsystems and equipment, and suitability for integration into the specified communications or information systems. (CDRL A022)



- 3.3.2.5.4 The Contractor shall provide assistance to conduct data collection, test result analyses, and report findings. (CDRLs A010, A022)
- 3.3.2.5.5 The Contractor shall assist by providing support to identify and document discrepancies, as well as actions taken to resolve discrepancies, and provide feedback to engineering or production personnel. (CDRL A022)
- 3.3.2.5.6 The Contractor shall assist by providing support for cybersecurity scanning, patching, and updating to ensure the most up-to-date cybersecurity posture for mission systems during integration. The support shall be IAW the latest applicable program level and/or DoD level Security Technical Integration Guides (STIGs). (CDRL A010)
- 3.3.3 **ISEA and Logistics Support.**
  - 3.3.3(a) (RDT&E) Provide ISEA and logistics support for SAIW programs and projects throughout the research and development phases of the program's life cycle. Applicable to SOW/PWS paragraphs 3.3.3.1 – 3.3.3.4.
  - 3.3.3(b) (PROC) Provide ISEA and logistics support for SAIW programs and projects throughout the procurement and production phases of the program's life cycle. Applicable to SOW/PWS paragraphs 3.3.3.1 – 3.3.3.4.
  - 3.3.3(c) (O&M) Provide ISEA and logistics support for SAIW programs and projects throughout the O&M phase of the program's life cycle. Applicable to SOW/PWS paragraphs 3.3.3.1 – 3.3.3.4.
  - 3.3.3(d) (Non-DoD) Provide ISEA and logistics support for SAIW programs and projects supporting non-DoD customers. Applicable to SOW/PWS paragraphs 3.3.3.1 – 3.3.3.4.
  - 3.3.3(e) (WCF) Provide ISEA and logistics for SAIW programs and projects associated with WCF efforts. Applicable to SOW/PWS paragraphs 3.3.3.1 – 3.3.3.4.
- 3.3.3.1 The Contractor shall provide assistance with the performance of on-site platform, system, and equipment engineering assessments.
  - 3.3.3.1.1 The Contractor shall support the development of analysis capability plans to test and evaluate various modifications and changes to individual C6ISR subsystems or components and assess impacts on the operation and support of the overall systems. (CDRLs A010 and A025)
  - 3.3.3.1.2 The Contractor shall assist by providing support to interact with various stakeholders to develop ISEA risk and operational assessment reports of existing and future system configurations. (CDRL A010)
  - 3.3.3.1.3 The Contractor shall assist with reviewing system architectures and Concepts of Operations (CONOPS) associated with the application and deployment of advanced information technologies, specifically focusing on the overall systems approach and mission accomplishment. (CDRLs A010 and A026)
- 3.3.3.2 The Contractor shall assist with the development of Configuration and Data Management (CDM) operating policies for the change control, status accounting, and verification of Configuration Items (CIs) for approved system change packages.
  - 3.3.3.2.1 The Contractor shall assist in planning, coordinating, conducting, or supporting baseline verification audits, such as SVRs, Functional Configuration Audits (FCAs), or PCAs. (CDRLs A010, A023, A024)

- 3.3.3.2.2 The Contractor shall support the development of a NAWCAD Software Systems Activity (SSA) to provide technical reviews and configuration control documentation over legacy deployed software application programs. (CDRLs A010, A024, A026)
- 3.3.3.2.3 The Contractor shall assist by providing support to develop and support NAWCAD Automatic Identification Technology initiatives and provide technical reviews to maintain configuration controls over legacy-deployed automatic identification technology programs. (CDRLs A010 and A026)
- 3.3.3.3 The Contractor shall assist by providing software- and hardware-based ISEA support during the installation, integration, deployment, and sustainment support of prime mission and support equipment for pilot projects, fielded systems, test beds, and final system implementation.
- 3.3.3.3.1 The Contractor shall assist by providing integration, installation, and system deployment and fielding support to ensure that the C6ISR systems are IAW system designs and that they are meeting requirements. (CDRLs A010 and A022)
- 3.3.3.3.2 The Contractor shall assist by providing sustainment support to ensure that the intended operation capabilities of the C6ISR systems remain intact. (CDRLs A010 and A022)
- 3.3.3.3.3 The Contractor shall assist by providing rapid response (i.e., same day) support in the form of specialized engineering and support teams to complex equipment/system problems. (CDRL A010)
- 3.3.3.3.4 The Contractor shall assist by recommending revisions to existing Government manuals and by developing inputs for new manuals. (CDRLs A010, A027, A028)
- 3.3.3.4 The Contractor shall assist by providing technical and Integrated Logistics Support (ILS) services support with regard to the identification of equipment requirements, procurement of material, tracking of acquisition status, and equipment disposition tracking.
- 3.3.3.4.1 The Contractor shall provide assistance with reviewing documentation developed during the engineering process to identify the quantity, lead time, and schedule requirements for hardware, material, and spares required to support system production and upgrades. (CDRLs A010 and A015)
- 3.3.3.4.2 The Contractor shall assist in developing an overall list of hardware, material, and spares to be procured, to include researching availability, sources, technologies, and timelines of required hardware, material, and spares. (CDRLs A010 and A015)
- 3.3.3.4.3 The Contractor shall assist by procuring or supporting the Government procurement of all hardware, material, and spares identified in drawing packages or Bill of Material (BOM). (CDRLs A010 and A015)
- 3.3.3.4.4 The Contractor shall assist with reporting and tracking all procurement actions associated with equipment status. (CDRLs A010 and A015)
- 3.3.3.4.5 The Contractor shall assist by providing support to maintain a logistics and configuration control process at the integration level to identify changes to C6ISR equipment and components such as cables, connectors, backshells, and interconnections to ensure control of system integration. (CDRLs A024, A026, A029)
- 3.3.3.4.6 The Contractor shall assist by providing support to perform "Stage" testing and document testing events per NAVSEA T9050-AA-DIR-010/AEGIS, Rev. G on all material, equipment, technical data, and support items received, and affix inventory, accountability, and configuration management labels (barcodes) to all equipment. Required Stage testing includes: Stage 1 - Material Receipt Inspection, Stage 2 - Installation and Inspection Tests, Stage 3 - Equipment Tests, Stage 4 - Intrasytem Tests, Stage 7 - Builder's and Acceptance Trials Tests. (CDRLs A010 and A029)

- 3.3.3.4.7 The Contractor shall provide assistance with performing and reporting on periodic physical inventory audits of hardware and material consistent with the Defense Contract Management Agency (DCMA) procedures for contract equipment and material. (CDRL A010)

#### 3.4 **Personnel Qualifications.**

- 3.4.1 The following defines the minimum education and experience for each professional labor category and further describes the function description for each labor category. The Contractor shall be responsible for employing personnel having at least the minimum level of education and experience as stated herein. All personnel identified in paragraph 3.2.2.1 must have the minimum security clearance indicated.
- 3.4.2 **Key Personnel.** Key personnel are those who will be performing in the Key Labor Categories as specified for applicable labor categories below. All other labor categories and FTE employees (defined as 1,920 hours) are considered non-key. Key personnel are subject to the substitution restrictions within NAVAIR Clause 5252.237-9501, Additional or Substitution of Key Personnel (Services).

KEY LABOR CATEGORY	LEVEL	BUREAU OF LABOR STATISTICS (BLS) STANDARD OCCUPATIONAL CLASSIFICATION (SOC) CODE	NUMBER OF KEY PERSONNEL
Computer Hardware Engineers	Senior	17-2061	One
Computer Systems Analysts	Senior	15-1211	One
Electrical Engineers	Senior	17-2071	One
Engineers, All Other (Systems Engineer)	Senior	17-2199	One
General and Operations Managers (Program Manager)	Senior	11-1021	One
General and Operations Managers (Project Manager)	Senior	11-1021	One
Management Analysts (Configuration Management Analyst)	Journey man	13-1111	One

#### 3.4.3 **Definitions.**

- 3.4.3.1 “Years of experience” shall mean full, productive years of experience.
- 3.4.3.2 “Productive years” shall mean 52 weeks of work reduced by reasonable amounts of time for holiday, annual, and sick leave.
- 3.4.3.3 “Part-time” shall mean if participation was part-time or if less than one-half of the standard work week was spent performing qualifying functions. The actual time spent performing qualifying functions may be accumulated to arrive at full years of experience.
- 3.4.3.4 “College degree” shall mean all degrees obtained from an accredited college or university as recognized by the U.S. Department of Education (ED). This includes Associate of Arts (A.A.), Associate of Science (A.S.), Bachelor of Arts (B.A.), Bachelor of Science (B.S.), Master of Arts (M.A.), Master of Science (M.S.), and/or Doctorate (Ph.D.) degrees.

- 3.4.3.5 “Degree major” shall mean the specific major field required, which will be noted under the applicable labor category.
- 3.4.3.6 “Engineering or engineering discipline,” when used in relation to educational or work experience requirements, shall mean any of the following specific subjects, disciplines, or areas of work experience only: aerospace, civil, computer, electrical, electronics, industrial, information systems, interdisciplinary, mechanical, nuclear, and systems.
- 3.4.3.7 “Technical discipline,” when used in relation to educational or work experience requirements, shall mean any of the following specific subjects, disciplines, or areas of work experience only: aerospace, electrical, electronics, information systems, engineering technology, mathematics, mechanical, and physics.
- 3.4.3.8 “Business or business discipline,” when used in relation to educational or work experience requirements, shall mean any of the following specific subjects, disciplines, or areas of work experience only: business administration, business management, project management, economics, finance, international business, legal studies, political science, management studies, English, marketing, or accounting.
- 3.4.3.9 “Computer science or IT discipline,” when used in relation to educational or work experience requirements, shall mean a degree in the fields of: information or computer science, computer engineering, software engineering, network engineering, information systems, cybersecurity, or management information systems technology.
- 3.4.3.10 “Technical certification training” shall mean the specified certification training noted under the applicable labor category.
- 3.4.3.11 “Active or current certification” shall mean individuals must be able to demonstrate that they possess a valid certification, per vendor re-certifications standards, at the time of proposal submission and at the time of Contract award.
- 3.4.4 **Experience and Education Level Definitions.** Note: If required, specialized experience and associated years of that particular experience are specified under the applicable labor category qualifications.
- 3.4.4.1 **Apprentice.** An apprentice is a person working in a labor category within the functional areas of Engineering or IT who has no applicable experience, but has earned 90 credit hours towards a bachelor’s degree in a corresponding major with a minimum overall Grade Point Average (GPA) of 3.0.
- 3.4.4.2 **Junior.** A junior level person within a labor category has less than 3 years of experience and a bachelor’s degree or a qualifying substitution, if identified. However, experience may exceed three years if performing a junior level function. A junior level person is responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior positions.
- 3.4.4.3 **Journeyman.** A journeyman level person within a labor category has 3 to 10 years of experience and a bachelor’s degree or a qualifying substitution, if identified. A journeyman level person typically performs all functional duties independently.
- 3.4.4.4 **Senior.** A senior level person has at least 10 years of experience and a bachelor’s degree, or higher as specified, or a qualifying substitution if identified. A senior level person typically works on high-visibility or mission-critical aspects of a given program and performs all functional duties independently. A senior level person may oversee the efforts of less senior staff and/or be responsible for the efforts of all staff assigned to a specific job.
- 3.4.4.5 **Qualification Substitution Chart.** The following standard qualifications substitution chart provides allowable standard experience/education substitutions.

<b>Bachelor's Degree</b>	Six years of additional work experience related to the applicable labor categories; required experience may be substituted for a bachelor's degree.	Associates degree plus four years of additional work experience related to the applicable labor categories; required experience may be substituted for a bachelor's degree.
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3.4.4.6 **Exceptions to Qualification Substitution Chart.** For the following labor categories, a bachelor's degree is required and the substitutions for a bachelor's degree as stated in SOW/PWS paragraph 3.4.4.5 are not allowable.

- a) Computer Hardware Engineers, Junior
- b) Computer Hardware Engineers, Journeyman
- c) Computer Hardware Engineers, Senior
- d) Electrical Engineers, Junior
- e) Electrical Engineers, Journeyman
- f) Electrical Engineers, Senior
- g) Engineers, All Other (Systems Engineer), Junior
- h) Engineers, All Other (Systems Engineer), Journeyman
- i) Engineers, All Other (Systems Engineer), Senior
- j) General and Operations Managers (Program Manager), Senior
- k) Mechanical Engineers, Junior
- l) Mechanical Engineers, Journeyman
- m) Mechanical Engineers, Senior

For the labor categories stated above, an Associate's degree or work experience may not be substituted for a Bachelor's degree.

3.4.5 **Professional Services Labor Qualifications.** The following lists the functional descriptions, BLS SOC Code, and the minimum labor category education and experience requirements for each labor category.

3.4.5.1 **Computer Hardware Engineers, Junior,** BLS SOC Code 17-2061.

Function: Research, design, develop, or test computer or computer-related equipment for commercial, industrial, military, or scientific use. May supervise the manufacturing and installation of computer or computer-related equipment and components.

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

Required Education: Bachelor's degree in an Engineering discipline, Computer Science or IT discipline, or Physics.

3.4.5.2 **Computer Hardware Engineers, Journeyman,** BLS SOC Code 17-2061.

Function: Research, design, develop, or test computer or computer-related equipment for commercial, industrial, military, or scientific use. May supervise the manufacturing and installation of computer or computer-related equipment and components.

Required Experience: Of the minimum three years of experience required, at least three of those years must be performing functions related to military C6ISR systems.

Required Education: Bachelor's degree in an Engineering discipline, Computer Science or IT discipline, or Physics.

Required Certification: Security+

**3.4.5.3 Computer Hardware Engineers, Senior, BLS SOC Code 17-2061 (Key Personnel).**

Function: Research, design, develop, or test computer or computer-related equipment for commercial, industrial, military, or scientific use. May supervise the manufacturing and installation of computer or computer-related equipment and components.

Required Experience: Of the minimum 10 years of experience required, at least 5 of those years must be performing functions related to military C6ISR systems. Additionally, at least 5 of the 10 years must be in the role of supervisor or functional lead.

Required Education: Bachelor's degree in an Engineering discipline, Computer Science or IT discipline, or Physics.

Required Certification: Security+

**3.4.5.4 Computer Hardware Engineers, Senior, BLS SOC Code 17-2061 (Non-Key Personnel).**

Function: Research, design, develop, or test computer or computer-related equipment for commercial, industrial, military, or scientific use. May supervise the manufacturing and installation of computer or computer-related equipment and components.

Required Experience: Of the minimum 10 years of experience required, at least 5 of those years must be performing functions related to military C6ISR systems.

Required Education: Bachelor's degree in an Engineering discipline, Computer Science or IT discipline.

Required Certification: Security+

**3.4.5.5 Computer Network Architects, Junior, BLS SOC Code 15-1241.**

Function: Design and implement computer and information networks, such as local area networks (LAN), wide area networks (WAN), intranets, extranets, and other data communications networks. Perform network modeling, analysis, and planning, including analysis of capacity needs for network infrastructures. May also design network and computer security measures. May research and recommend network and data communications hardware and software.

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

Required Education: Bachelor's degree in a Technical discipline, or a Computer Science or IT discipline; or a qualifying substitution.

**3.4.5.6 Computer Network Architects, Journeyman, BLS SOC Code 15-1241.**

Function: Design and implement computer and information networks, such as local area networks (LAN), wide area networks (WAN), intranets, extranets, and other data communications networks. Perform network modeling, analysis, and planning, including analysis of capacity needs for network infrastructures. May also design network and computer security measures. May research and recommend network and data communications hardware and software.

**Required Experience:** Of the minimum 3 years of experience required, at least 3 of those years must be performing functions related to military C6ISR systems.

**Required Education:** Bachelor's degree in a Technical discipline, or a Computer Science or IT discipline; or a qualifying substitution.

**Required Certification:** Security+

**3.4.5.7 Computer Network Architects, Senior, BLS SOC Code 15-1241.**

**Function:** Design and implement computer and information networks, such as local area networks (LAN), wide area networks (WAN), intranets, extranets, and other data communications networks. Perform network modeling, analysis, and planning, including analysis of capacity needs for network infrastructures. May also design network and computer security measures. May research and recommend network and data communications hardware and software.

**Required Experience:** Of the minimum 10 years of experience required, at least 5 of those years must be performing functions related to military C6ISR systems.

**Required Education:** Bachelor's degree in a Technical discipline, or a Computer Science or IT discipline; or a qualifying substitution.

**Required Certification:** Security+

**3.4.5.8 Computer Systems Analysts, Apprentice, BLS SOC Code 15-1211.**

**Function:** Analyze science, engineering, business, and other data processing problems to develop and implement solutions to complex applications problems, system administration issues, or network concerns. Perform systems management and integration functions, improve existing computer systems, and review computer system capabilities, workflow, and schedule limitations. May analyze or recommend commercially available software.

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

**Required Education:** Education must exhibit coursework that will result in a bachelor's degree in a Technical discipline, or a Computer Science or IT discipline.

**3.4.5.9 Computer Systems Analysts, Junior, BLS SOC Code 15-1211.**

**Function:** Analyze science, engineering, business, and other data processing problems to develop and implement solutions to complex applications problems, system administration issues, or network concerns. Perform systems management and integration functions, improve existing computer systems, and review computer system capabilities, workflow, and schedule limitations. May analyze or recommend commercially available software.

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

**Required Education:** Bachelor's degree in a Technical discipline, or a Computer Science or IT discipline; or a qualifying substitution.

**3.4.5.10 Computer Systems Analysts, Journeyman, BLS SOC Code 15-1211.**

Function: Analyze science, engineering, business, and other data processing problems to develop and implement solutions to complex applications problems, system administration issues, or network concerns. Perform systems management and integration functions, improve existing computer systems, and review computer system capabilities, workflow, and schedule limitations. May analyze or recommend commercially available software.

Required Experience: Of the minimum three years of experience required, at least three of those years must be performing functions related to analysis techniques, test, and evaluation procedures or test support requirements.

Required Education: Bachelor's degree in a Technical discipline, or a Computer Science or IT discipline; or a qualifying substitution.

**3.4.5.11 Computer Systems Analysts, Senior, BLS SOC Code 15-1211 (Key Personnel).**

Function: Analyze science, engineering, business, and other data processing problems to develop and implement solutions to complex applications problems, system administration issues, or network concerns. Perform systems management and integration functions, improve existing computer systems, and review computer system capabilities, workflow, and schedule limitations. May analyze or recommend commercially available software.

Required Experience: Of the minimum 10 years of experience required, at least 5 of those years must be performing functions related to analysis techniques, test, and evaluation procedures or test support requirements of military C6ISR systems.

Required Education: Bachelor's degree in a Technical discipline, or a Computer Science or IT discipline; or a qualifying substitution.

**3.4.5.12 Computer Systems Analysts, Senior, BLS SOC Code 15-1211 (Non-Key Personnel).**

Function: Analyze science, engineering, business, and other data processing problems to develop and implement solutions to complex applications problems, system administration issues, or network concerns. Perform systems management and integration functions, improve existing computer systems, and review computer system capabilities, workflow, and schedule limitations. May analyze or recommend commercially available software.

Required Experience: Of the minimum 10 years of experience required, at least 5 of those years must be performing functions related to analysis techniques, test, and evaluation procedures or test support requirements.

Required Education: Bachelor's degree in a Technical discipline, or a Computer Science or IT discipline; or a qualifying substitution.

**3.4.5.13 Electrical Engineers, Apprentice, BLS SOC Code 17-2071.**

Function: Research, design, develop, test, or supervise the manufacturing and installation of electrical equipment, components, or systems for commercial, industrial, military, or scientific use.

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

Required Education: Education must exhibit coursework that will result in a bachelor's degree in Electrical or Electronics Engineering.



**3.4.5.14 Electrical Engineers, Junior, BLS SOC Code 17-2071.**

Function: Research, design, develop, test, or supervise the manufacturing and installation of electrical equipment, components, or systems for commercial, industrial, military, or scientific use.

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

Required Education: Bachelor's degree in Electrical or Electronics Engineering.

**3.4.5.15 Electrical Engineers, Journeyman, BLS SOC Code 17-2071.**

Function: Research, design, develop, test, or supervise the manufacturing and installation of electrical equipment, components, or systems for commercial, industrial, military, or scientific use.

Required Experience: Of the minimum three years of experience required, at least three of those years must be performing functions related to military C6ISR systems.

Required Education: Bachelor's degree in Electrical or Electronics Engineering.

**3.4.5.16 Electrical Engineers, Senior, BLS SOC Code 17-2071 (Key Personnel).**

Function: Research, design, develop, test, or supervise the manufacturing and installation of electrical equipment, components, or systems for commercial, industrial, military, or scientific use.

Required Experience: Of the minimum 10 years of experience required, at least 5 of those years must be performing functions related to military C6ISR systems. Additionally, at least 5 of the 10 years must be in the role of supervisor or functional lead.

Required Education: Bachelor's degree in Electrical or Electronics Engineering.

**3.4.5.17 Electrical Engineers, Senior, BLS SOC Code 17-2071 (Non-Key Personnel).**

Function: Research, design, develop, test, or supervise the manufacturing and installation of electrical equipment, components, or systems for commercial, industrial, military, or scientific use.

Required Experience: Of the minimum 10 years of experience required, at least 5 of those years must be performing functions related to military C6ISR systems.

Required Education: Bachelor's degree in Electrical or Electronics Engineering.

**3.4.5.18 Engineers, All Other (Systems Engineer), Apprentice, BLS SOC Code 17-2199.**

Function: Perform engineering duties in planning and designing tools, engines, machines, and other mechanically functioning equipment. Provide systems engineering direction and guidance for design, development, integration, and interface design analysis, installation, integration, fielding, field analysis, operation, maintenance, and testing of information processing and other systems.

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

Required Education: Education must exhibit coursework that will result in a bachelor's degree in an Engineering discipline or Physics.

**3.4.5.19 Engineers, All Other (Systems Engineer), Junior, BLS SOC Code 17-2199.**

Function: Perform engineering duties in planning and designing tools, engines, machines, and other mechanically functioning equipment. Provide systems engineering direction and guidance for design, development, integration, and interface design analysis, installation, integration, fielding, field analysis, operation, maintenance, and testing of information processing and other systems.

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

Required Education: Bachelor's degree in an Engineering discipline or Physics.

**3.4.5.20 Engineers, All Other (Systems Engineer), Journeyman, BLS SOC Code 17-2199.**

Function: Perform engineering duties in planning and designing tools, engines, machines, and other mechanically functioning equipment. Provide systems engineering direction and guidance for design, development, integration, and interface design analysis, installation, integration, fielding, field analysis, operation, maintenance, and testing of information processing and other systems.

Required Experience: Of the minimum three years of experience required, at least three of those years must be performing functions related to military C6ISR systems.

Required Education: Bachelor's degree in an Engineering discipline or Physics.

**3.4.5.21 Engineers, All Other (Systems Engineer), Senior, BLS SOC Code 17-2199 (Key Personnel).**

Function: Perform engineering duties in planning and designing tools, engines, machines, and other mechanically functioning equipment. Provide systems engineering direction and guidance for design, development, integration, and interface design analysis, installation, integration, fielding, field analysis, operation, maintenance, and testing of information processing and other systems.

Required Experience: Of the minimum 10 years of experience required, at least 5 of those years must be performing functions related to systems engineering involving design, implementation, integration, systems testing, and interoperability studies related to communication and information systems and subsystems of military C6ISR systems. Additionally, at least five of those years must be in the role of supervisor or functional lead.

Required Education: Bachelor's degree in an Engineering discipline or Physics.

**3.4.5.22 Engineers, All Other (Systems Engineer), Senior, BLS SOC Code 17-2199 (Non-Key Personnel).**

Function: Perform engineering duties in planning and designing tools, engines, machines, and other mechanically functioning equipment. Provide systems engineering direction and guidance for design, development, integration, and interface design analysis, installation, integration, fielding, field analysis, operation, maintenance, and testing of information processing and other systems.

Required Experience: Of the minimum 10 years of experience required, at least 5 of those years must be performing functions related to systems engineering involving design, implementation, integration, systems testing, and interoperability studies related to communication and information systems and subsystems of military C6ISR systems.

Required Education: Bachelor's degree in an Engineering discipline or Physics.

**3.4.5.23 General and Operations Managers (Program Manager), Senior, BLS SOC Code 11-1021 (Key Personnel).**

Function: Plan, direct, or coordinate the operations of public or private sector organizations, overseeing multiple departments or locations. Duties and responsibilities include formulating policies, managing daily operations, and planning the use of materials and human resources that are too diverse and general in nature to be classified in any one functional area of management or administration, such as personnel, purchasing, or administrative services. This labor category usually manages the resources through subordinate supervisors. Act as the overall lead, manager, and administrator for the entire contracted effort. Serve as the primary interface and point of contact with the Government COR on technical and project issues. Oversee contractor execution of the Contract requirements. Manage acquisition and employment of project resources.

Required Experience: Of the minimum 10 years of experience required, at least 5 of those years must be in the planning, organizing, directing, and controlling multiple projects in the design, systems engineering, or field service of military C6ISR. Additionally, at least five of those years must include management or supervisory experience.

Required Education: Master's degree in an Engineering, Technical, Business, or a Computer Science or IT discipline.

**3.4.5.24 General and Operations Managers (Project Manager), Senior, BLS SOC Code 11-1021 (Key Personnel).**

Function: Plan, direct, or coordinate the operations of public or private sector organizations, overseeing multiple departments or locations. Duties and responsibilities include formulating policies, managing daily operations, and planning the use of materials and human resources that are too diverse and general in nature to be classified in any one functional area of management or administration, such as personnel, purchasing, or administrative services. This labor category may manage resources through subordinate supervisors. Act as the overall lead, manager, and administrator for major projects on the contracted effort. Serve as the primary interface and point of contact with Government Project Leads (GPLs) and other Government program authorities on technical and project issues. Oversee Contractor execution of the Contract requirements. Manage acquisition and employment of project resources.

Required Experience: Of the minimum 10 years of experience required, at least 3 of those years must be in the planning, organizing, directing, and controlling multiple projects in the design, systems engineering, or field service of military C6ISR. Additionally, at least three of those years must include management or supervisory experience.

Required Education: Bachelor's degree in an Engineering, Technical, Business, or a Computer Science or IT discipline; or a qualifying substitution.

**3.4.5.25 General and Operations Managers (Project Manager), Senior, BLS SOC Code 11-1021 (Non-Key Personnel).**

Function: Plan, direct, or coordinate the operations of public or private sector organizations, overseeing multiple departments or locations. Duties and responsibilities include formulating policies, managing daily operations, and planning the use of materials and human resources that are too diverse and general in nature to be classified in any one functional area of management or administration, such as personnel, purchasing, or administrative services. This labor category may manage resources through subordinate supervisors. Act as the overall lead, manager, and administrator for major projects on the contracted effort. Serve as the primary interface and point of contact with GPLs and other Government program authorities on technical and project issues. Oversee Contractor execution of the Contract requirements. Manage acquisition and employment of project resources.

Required Experience: Of the minimum 10 years of experience required, at least 3 of those years must be in the planning, organizing, directing, and controlling multiple projects in the design, systems engineering, or field service of military C6ISR. Additionally, at least three of those years must include management or supervisory experience.

Required Education: Bachelor's degree in an Engineering, Technical, Business, or a Computer Science or IT discipline; or a qualifying substitution.

3.4.5.26 **Logisticians, Junior**, BLS SOC Code 13-1081.

Function: Analyze and coordinate the ongoing logistical functions of a firm or organization. Responsible for the entire life cycle of a product, including acquisition, distribution, internal allocation, delivery, and final disposal of resources.

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

Required Education: Bachelor's degree. No specific discipline required. Qualifying substitution allowed.

3.4.5.27 **Logisticians, Journeyman**, BLS SOC Code 13-1081.

Function: Analyze and coordinate the ongoing logistical functions of a firm or organization. Responsible for the entire life cycle of a product, including acquisition, distribution, internal allocation, delivery, and final disposal of resources.

Required Experience: Of the minimum three years of experience required, at least three of those years of experience must include supporting DoD programs.

Required Education: Bachelor's degree. No specific discipline required. Qualifying substitution allowed.

3.4.5.28 **Logisticians, Senior**, BLS SOC Code 13-1081.

Function: Analyze and coordinate the ongoing logistical functions of a firm or organization. Responsible for the entire life cycle of a product, including acquisition, distribution, internal allocation, delivery, and final disposal of resources.

Required Experience: Of the minimum 10 years of experience required, at least 5 of those years of experience must include supporting DoD programs.

Required Education: Bachelor's degree. No specific discipline required. Qualifying substitution allowed.

3.4.5.29 **Management Analysts (Configuration Management Analyst), Junior**, BLS SOC Code 13-1111.

Function: Conduct organizational studies and evaluations, design systems, and procedures; conduct work simplification and measurement studies; and prepare operations and procedures manuals to assist management in operating more efficiently and effectively. Includes program analysts and management consultants. Maintains configuration control of acquisition products and data. Tracks configuration changes. Applies Government-instituted processes for documentation, change control management, and data management. Develops, modifies, prepares, or validates documentation in relation to configuration or maintenance of automated data reporting systems and maintenance information systems.

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

Required Education: Bachelor's degree in a Business or Technical discipline; or a qualifying substitution.

3.4.5.30 **Management Analysts (Configuration Management Analyst), Journeyman, BLS SOC Code 13-1111 (Key Personnel).**

Function: Conduct organizational studies and evaluations, design systems; and procedures; conduct work simplification and measurement studies; and prepare operations and procedures manuals to assist management in operating more efficiently and effectively. Includes program analysts and management consultants. Maintains configuration control of acquisition products and data. Tracks configuration changes. Applies Government-instituted processes for documentation, change control management, and data management. Develops, modifies, prepares, or validates documentation in relation to configuration or maintenance of automated data reporting systems and maintenance information systems.

Required Experience: Of the minimum three years of experience required, at least three of those years of experience must include supporting military C6ISR systems.

Required Education: Bachelor's degree in a Business or Technical discipline; or a qualifying substitution.

3.4.5.31 **Management Analysts (Configuration Management Analyst), Journeyman, BLS SOC Code 13-1111 (Non-Key Personnel).**

Function: Conduct organizational studies and evaluations, design systems, and procedures; conduct work simplification and measurement studies; and prepare operations and procedures manuals to assist management in operating more efficiently and effectively. Includes program analysts and management consultants. Maintains configuration control of acquisition products and data. Tracks configuration changes. Applies Government-instituted processes for documentation, change control management, and data management. Develops, modifies, prepares, or validates documentation in relation to configuration or maintenance of automated data reporting systems and maintenance information systems.

Required Experience: Of the minimum three years of experience required, at least three of those years of experience must include supporting military C6ISR systems.

Required Education: Bachelor's degree in a Business or Technical discipline; or a qualifying substitution.

3.4.5.32 **Management Analysts (Configuration Management Analyst), Senior, BLS SOC Code 13-1111.**

Function: Conduct organizational studies and evaluations, design systems, and procedures; conduct work simplification and measurement studies; and prepare operations and procedures manuals to assist management in operating more efficiently and effectively. Includes program analysts and management consultants. Maintains configuration control of acquisition products and data. Tracks configuration changes. Applies Government-instituted processes for documentation, change control management, and data management. Develops, modifies, prepares, or validates documentation in relation to configuration or maintenance of automated data reporting systems, and maintenance information systems.

Required Experience: Of the minimum 10 years of experience required, at least 5 of those years of experience must include supporting military C6ISR systems.

Required Education: Bachelor's degree in a Business or Technical discipline; or a qualifying substitution.

**3.4.5.33 Mechanical Engineers, Apprentice, BLS SOC Code 17-2141.**

Function: Perform engineering duties in planning and designing tools, engines, machines, and other mechanically functioning equipment.

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

Required Education: Education must exhibit coursework that will result in a bachelor's degree in Mechanical Engineering or Physics.

**3.4.5.34 Mechanical Engineers, Junior, BLS SOC Code 17-2141.**

Function: Perform engineering duties in planning and designing tools, engines, machines, and other mechanically functioning equipment.

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

Required Education: Bachelor's degree in Mechanical Engineering or Physics.

**3.4.5.35 Mechanical Engineers, Journeyman, BLS SOC Code 17-2141.**

Function: Perform engineering duties in planning and designing tools, engines, machines, and other mechanically functioning equipment.

Required Experience: Of the minimum three years of experience required, at least three of those years of experience must include supporting military C6ISR systems.

Required Education: Bachelor's degree in Mechanical Engineering or Physics.

**3.4.5.36 Mechanical Engineers, Senior, BLS SOC Code 17-2141.**

Function: Perform engineering duties in planning and designing tools, engines, machines, and other mechanically functioning equipment.

Required Experience: Of the minimum 10 years of experience required, at least 5 of those years of experience must include supporting military C6ISR systems.

Required Education: Bachelor's degree in Mechanical Engineering or Physics.

**3.4.5.37 Network and Computer Systems Administrators, Junior, BLS SOC Code 15-1244.**

Function: Install, configure, and maintain an organization's local area network (LAN), wide area network (WAN), data communications network, operating systems, and physical and virtual servers. Perform system monitoring and verify the integrity and availability of hardware, network, and server resources and systems. Review system and application logs and verify completion of scheduled jobs, including system backups. Analyze network and server resource consumption and control user access. Install and upgrade software and maintain software licenses. May assist in network modeling, analysis, planning, and coordination between network and data communications hardware and software.

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

Required Education: Bachelor's degree in a Technical discipline or a Computer Science or IT discipline; or a qualifying substitution.

**3.4.5.38 Network and Computer Systems Administrators, Journeyman, BLS SOC Code 15-1244.**

Function: Install, configure, and maintain an organization's local area network (LAN), wide area network (WAN), data communications network, operating systems, and physical and virtual servers. Perform system monitoring and verify the integrity and availability of hardware, network, and server resources and systems. Review system and application logs and verify completion of scheduled jobs, including system backups. Analyze network and server resource consumption and control user access. Install and upgrade software and maintain software licenses. May assist in network modeling, analysis, planning, and coordination between network and data communications hardware and software.

Required Experience: Of the minimum three years of experience required, at least three of those years of experience must include supporting military C6ISR systems.

Required Education: Bachelor's degree in a Technical discipline or a Computer Science or IT discipline; or a qualifying substitution.

Required Certification: Security+

**3.4.5.39 Network and Computer Systems Administrators, Senior, BLS SOC Code 15-1244.**

Function: Install, configure, and maintain an organization's local area network (LAN), wide area network (WAN), data communications network, operating systems, and physical and virtual servers. Perform system monitoring and verify the integrity and availability of hardware, network, and server resources and systems. Review system and application logs and verify completion of scheduled jobs, including system backups. Analyze network and server resource consumption and control user access. Install and upgrade software and maintain software licenses. May assist in network modeling, analysis, planning, and coordination between network and data communications hardware and software.

Required Experience: Of the minimum 10 years of experience required, at least 5 of those years of experience must include supporting military C6ISR systems.

Required Education: Bachelor's degree in a Technical discipline or a Computer Science or IT discipline; or a qualifying substitution.

Required Certification: Security+

**3.4.5.40 Project Management Specialists, Junior, BLS SOC Code 13-1082.**

Function: Analyze and coordinate the schedule, timeline, procurement, staffing, and budget of a product or service on a per-project basis. Lead and guide the work of technical staff. May serve as a point of contact for the client or customer. Apply analytic techniques in the evaluation of project objectives. Perform management, technical, or business case analyses. Collect, complete, organize, and interpret data relating to aircraft/weapon/project acquisition and product programs. Track project status and schedules. Apply Government-instituted processes for documentation, change control management, and data management.

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

Required Education: Bachelor's degree in a Business or Technical discipline; or a qualifying substitution.

**3.4.5.41 Project Management Specialists, Journeyman, BLS SOC Code 13-1082.**

Function: Analyze and coordinate the schedule, timeline, procurement, staffing, and budget of a product or service on a per-project basis. Lead and guide the work of technical staff. May serve as a point of contact for the client or customer. Apply analytic techniques in the evaluation of project objectives. Perform management, technical, or business case analyses. Collect, complete, organize, and interpret data relating to aircraft/weapon/project acquisition and product programs. Track project status and schedules. Apply Government-instituted processes for documentation, change control management, and data management.

Required Experience: Of the minimum three years of experience required, at least three of those years of experience must include supporting DoD programs.

Required Education: Bachelor's degree in a Business or Technical discipline; or a qualifying substitution.

**3.4.5.42 Project Management Specialists, Senior, BLS SOC Code 13-1082.**

Function: Analyze and coordinate the schedule, timeline, procurement, staffing, and budget of a product or service on a per-project basis. Lead and guide the work of technical staff. May serve as a point of contact for the client or customer. Apply analytic techniques in the evaluation of project objectives. Perform management, technical, or business case analyses. Collect, complete, organize, and interpret data relating to aircraft/weapon/project acquisition and product programs. Track project status and schedules. Apply Government-instituted processes for documentation, change control management, and data management.

Required Experience: Of the minimum 10 years of experience required, at least 5 of those years of experience must include supporting DoD programs.

Required Education: Bachelor's degree in a Business or Technical discipline; or a qualifying substitution.

**3.4.6 Services Contracting Act (SCA) Labor Qualifications.**

The following lists the SCA labor categories required for this effort:

LABOR CATEGORY	BLS SOC CODE	SCA CODE*
Cable Splicer (SCA)	49-9099	23125
Computer Programmer II (SCA)	15-1251	14072
Computer Programmer III (SCA)	15-1251	14073
Drafter/CAD Operator I (SCA)	17-3012	30061
Drafter/CAD Operator II (SCA)	17-3012	30062
Drafter/CAD Operator III (SCA)	17-3012	30063
Electronics Technician Maintenance II (SCA)	17-3023	23182
Electronics Technician Maintenance III (SCA)	17-3023	23183
Engineering Technician I (SCA)	17-3029	30081
Engineering Technician II (SCA)	17-3029	30082
Engineering Technician III (SCA)	17-3029	30083
Engineering Technician IV (SCA)	17-3029	30084
General Clerk I (SCA)	43-9061	01111
General Clerk II (SCA)	43-9061	01112
General Clerk III (SCA)	43-9061	01113
Shipping/Receiving Clerk (SCA)	43-5071	21130
Technical Writer II (SCA)	27-3042	30462
Telecommunications Mechanic I (SCA)	49-2022	23931
Telecommunications Mechanic II (SCA)	49-2022	23932



Truck Driver, Medium (SCA)	53-3033	31362
Warehouse Specialist (SCA)	43-5071	21410

\*SCA Directory of Occupations, Fifth Edition

## CLAUSES INCORPORATED BY FULL TEXT

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

#### (a) General.

(1) These procedures apply to **Contract Line Item Numbers (CLINs) 0013 – 0018.**

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

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

(b) Procedures. All material procurements to be directly charged to CLIN(s) **0013 - 0018** of this contract are subject to the following review and/or approval procedures:

#### (1) Approval Authorities.

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

(2) Contractor Requests and Notifications. For all material procurements subject to these procedures, the Contractor shall submit a material procurement request (or notification, for procurements that do not require approval) that includes the following: 1) a list of the material items to be procured, 2) an explanation of the need for the material, 3) a listing of quotes received, 4) the reason for the selected source, and 5) the determination of price reasonableness. If the procurement is sole source to a particular supplier, the request shall also include the rationale for limiting the procurement to that supplier. When approval is required per paragraph (b)(1), the Contractor shall

not proceed with the procurement until receiving approval. All requests requiring approval shall be submitted to the COR for disposition. For requests within the COR approval threshold, the COR will provide written approval or disapproval to the Contractor. For requests within the Contracting Officer's approval threshold, the COR will forward the request with a recommendation of approval or disapproval to the Contracting Officer. The Contracting Officer will provide written approval or disapproval to the COR and the Contractor. When approval is not required, the Contractor shall provide an email notification to the COR containing the required content prior to procuring the material.

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

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

**Electronic Components and Material:**

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

**Hardware:**

Bolts, Boxes, Brackets, Braces, Brads, Cable Management, Cases, Conduits, Electrical Boxes, End Fittings, Face Plates, Fiberglass, Filters, Foam Inserts, Grounding Components, Handles, Heat Shrink, Hinges, Interior/Exterior Mounts, Intermediate Distribution Frames, Lightning Arrestors, Metal (Various Gauge), Nuts, Patch Panels, Plastic, Power Distribution Panels, Racks, Rack Assembly, Rivnuts, Rivets, Screws, Shelters (Hard & Soft), Shock Mounts, Slides, Storage Containers, Tool Kits, Washers, and Wood.

**Software:**

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

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

**Miscellaneous Material:**

Binders, Data Storage Medium, De-Greaser, Deliverable/Documentation Consumables, Dividers, Electronic Components Cleansing Material, Electronic Repair Services, Labels, Mylar, Paint, Radio Frequency Identification (RFID) Tags, Shipping/Freight Supplies/Services, Solder, and Vu-graph Supplies.

## Section D - Packaging and Marking

### PACKAGING & MARKING

#### Items 0001 through 0012 (Labor CLINs):

Packaging and Marking are not applicable to these items.

#### Items 0013 through 0018 (ODC CLINs):

The material to be furnished hereunder shall be packaged, packed and marked in accordance with (IAW) NAVAIR Clause 5252.247-9508 Prohibition and Limitations for Packaging Materials (NAVAIR) (AUG 2019) and Exhibit A, Contract Data Requirements Lists (CDRLs).

#### Item 0019 (Technical Data (NSP) CLIN) and Item 0020 (CAP CLIN):

The data to be furnished hereunder shall be packaged, packed and marked IAW Exhibit A, Contract Data Requirements List (CDRL), NAVAIR Clauses DTXT.247-9507 Packaging and Marking of Reports (NAVAIR) (OCT 2021), 5252.247-9508 Prohibition and Limitations for Packaging Materials (NAVAIR) (AUG 2019), and 5252.247-9514 Technical Data Packing Instructions (NAVAIR) (SEP 1999).

## 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."

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

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

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

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

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

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

## Section E - Inspection and Acceptance

INSPECTION & ACCEPTANCEItems 0001 through 0012 (Labor CLINs):

The services to be furnished shall be inspected and accepted in accordance with NAVAIR clause 5252.246-9512 Inspection and Acceptance (NAVAIR)(OCT 2005).

Items 0013 through 0018 (ODC CLINs):

The travel and material to be furnished shall be inspected and accepted in accordance with NAVAIR clause 5252.246-9512 Inspection and Acceptance (NAVAIR)(OCT 2005).

Item 0019 (Technical Data (NSP) CLIN) and Item 0020 (CAP CLIN):

The data to be furnished hereunder shall be inspected and accepted in accordance with NAVAIR clause 5252.246-9514 Inspection and Acceptance of Technical Data and Information (NAVAIR)(FEB 1995) and Exhibit A, Contract Data Requirements List.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	Destination	Government	Destination	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
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	Destination	Government	Destination	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement
52.246-5	Inspection Of Services Cost-Reimbursement

MAY 2001
APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by [the Contracting Officer's Representative (COR) identified in GTXT.201-9501 Designation of Contracting Officer's Representative (COR) (NAVAIR) (APR 2022) at the Contract level].

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled [Attachment 03, Data Item Transmittal/Acceptance/ Rejection Form]. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

## Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCEItems 0001 through 0020

The ordering period for this contract is five (5) years. The specific PoP for individual task orders will be defined at the task order level.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 15-FEB-2024 TO 14-FEB-2029	N/A	COMMANDER, NAWCAD WOLF DARRELL MASON ATTN: RECEIVING OFFICER BLDG. 8115 17598 WEBSTER FIELD ROAD ST. INIGOE MD 20684-0411 240-538-6944 FOB: Destination	N3555A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	POP 15-FEB-2024 TO 14-FEB-2029	N/A	COMMANDER, NAWCAD WOLF DARRELL MASON ATTN: RECEIVING OFFICER BLDG. 8115 17598 WEBSTER FIELD ROAD ST. INIGOE MD 20684-0411 240-538-6944 FOB: Destination	N3555A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A

0013	POP 15-FEB-2024 TO 14-FEB-2029	N/A	COMMANDER, NAWCAD WOLF DARRELL MASON ATTN: RECEIVING OFFICER BLDG. 8115 17598 WEBSTER FIELD ROAD ST. INIGOES MD 20684-0411 240-538-6944 FOB: Destination	N3555A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A
0016	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A
0019	POP 15-FEB-2024 TO 14-FEB-2029	N/A	COMMANDER, NAWCAD WOLF DARRELL MASON ATTN: RECEIVING OFFICER BLDG. 8115 17598 WEBSTER FIELD ROAD ST. INIGOES MD 20684-0411 240-538-6944 FOB: Destination	N3555A
0020	POP 15-FEB-2024 TO 14-FEB-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A

## CLAUSES INCORPORATED BY REFERENCE

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

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The contract shall commence on [date of award] and shall continue [for five (5) years]. The period of performance may be extended in accordance with the option provisions contained herein.

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

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

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

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

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

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

(1) PCO, Code [A2512000].

(2) ACO, Code [Delivery of CDRLs to ACO is not required].

(3) Deliver CDRLs to the COR Code identified in GTXT.201-9501 Designation of Contracting Officer's Representative (COR) (NAVAIR) (APR 2022) – ALT I (APR 2022)

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

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

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

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

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

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

See DD Form 1423, Block 16



## Section G - Contract Administration Data

PAYMENT INSTRUCTIONS

## Proposed Payment Instructions – Multiple Customer Funds

**1. Special Invoice Instructions.**

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

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

**2. PAYMENT INSTRUCTION FOR Multiple ACCOUNTING CLASSIFICATION CITATIONS  
(REFERENCE: TXT-07B PAYMENT INSTRUCTIONS – OTHER (PGI 204.7108(d)(12))**

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

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

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

## CLAUSES INCORPORATED BY REFERENCE

252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

          N/A          

(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.

N/A

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

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	See SF26 Box 12
Issue By DoDAAC	N00421
Admin DoDAAC**	N00421
Inspect By DoDAAC	N00421
Ship To Code	N00421
Ship From Code	TBD at Contract Award
Mark For Code	N00421
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD at Contract Award
Other DoDAAC(s)	N/A

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

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

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

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

(g) WAWF point of contact.

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

COR: TBD at time of Contract award

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

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

(End of clause)

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

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

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

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

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

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

(a) Contract Administration Office.

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

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

(1) The PCO & COR will perform all administrative functions listed in FAR 42.302, with the exception of the following four (4) functions which are hereby delegated to DCMA:

FAR 42.302(a)(5)

FAR 42.302(a)(9)

FAR 42.302(a)(11)

FAR 42.302(a)(12)

(2) The contract administration functions to be retained by the COR can be found in Section J, Attachment 06 "COR Designation Letter."

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

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

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

COR 1: [TBD]

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

ACOR 1: [TBD] to perform the functions, duties, and/or responsibilities outlined below in the absence of [COR named above].

(c) The effective period of the COR designation is [insert the period of performance of this Contract].

**\* \* \* TO BE COMPLETED AT TIME OF AWARD \* \* \***

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY REFERENCE

5252.216-9512 PAPERLESS CONTRACTING

JUN 2009

## CLAUSES INCORPORATED BY FULL TEXT

**5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)**

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: [see SOW para 3.1.5.1]. When contractor employees are in transit, all checked blocks are considered authorized. NOTE: The services marked in this special clause must be consistent with information marked on the approved GFKSV form.

U.S. Citizens

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

Third-Country National (TCN) Employees

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

Local National (LN) Employees

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

\*CAAF is defined as Contractors Authorized to Accompany Forces.

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

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

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

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

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

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

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

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

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

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: [https://navalforms.documentservices.dla.mil/formsDir/\\_OPNAV\\_5239\\_14\\_7631.pdf](https://navalforms.documentservices.dla.mil/formsDir/_OPNAV_5239_14_7631.pdf). Instruction Note: SAAR-N forms are required to be downloaded and then completed. The "E-MAIL SUBMIT" button on the SAAR-N form is not to be used.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPOC for contractor employees requiring IT access, [COR as identified in NAVAIR Clause GTXT.201-9501 Designation of Contracting Officer Representative (COR) (NAVAIR) (APR 2022) – Alt 1 (APR 2022)] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR\_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If

requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

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

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in **Attachment 07. Task Orders issued under the Contract** will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.
- (6) "Consultant services" as defined in FAR 31.205-33(a).

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

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

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

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

(e) Contracting restrictions.

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



engineering and/or technical direction or other services performed under this contract for a period of [Insert the period of prohibition] after the date of completion of the contract. (FAR 9.505-1(a))

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

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

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

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

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

[ X ] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform

similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

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

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

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

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

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

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

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification 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.

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

The following types of insurance are required in accordance with the clause entitled, [FAR 52.228-5, Insurance—Liability to Third Persons] and shall be maintained in the minimum amounts shown:

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

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

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

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

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

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

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

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

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

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

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

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

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

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and

who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

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

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

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

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

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

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

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

#### **5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (VARIATION) (MAR 2023)**

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

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

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

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

- (i) The TDL, and any subsequent amendments to the TDL, shall be in writing and signed by both the COR, and the Contracting Officer prior to issuance of the TDL to the contractor. Written TDLs are the only medium permitted for use when technical direction communication is required. Any other means of communication (including such things as Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.
- (ii) In the event of an urgent situation, the COR may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.
- (iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.
- (iv) The contractor shall track each TDL and shall be subject to FAR 52.232-22, Limitation of Funds clause at the TDL level. The contractor shall notify the Contracting Officer whenever it has reason to believe the costs it expects to incur under the TDL and the specific CLIN/INFOSLIN/ACRN (as funded) will exceed 75% of the total funded amount so far allotted to the specific TDL and CLIN/INFOSLIN/ACRN assigned. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the TDL. If, after notification, additional funds are not allotted, the Contractor shall immediately discontinue support of the specific TDL upon expense of applicable funds or completion of TDL assignment; whichever is first. The contractor is not obligated to continue performance under the TDL or otherwise incur costs in excess of the amount then allotted to the TDL by the Government. The Government is not obligated to reimburse the Contractor for any cost in excess of the total amount allotted by the Government to the TDL.
- (v) Issuance of TDLs shall not incur an increase or decrease to the contract price, estimated contract amount (including fee), or contract funding, as applicable. Additionally, TDLs shall not provide clarification or direction of a technical nature that would require the use of existing funds on the contract beyond the period of performance or delivery date for which the funds were obligated.
- (vi) TDLs shall provide specific Technical Direction to the contractor only for work specified in the SOW and previously negotiated in the contract. TDLs shall not require new contract deliverables that may cause the contractor to incur additional costs.
- (vii) When, in the opinion of the contractor, a TDL calls for effort outside the terms and conditions of the contract or available funding, the contractor shall notify the Contracting Officer in writing, with a copy to the COR, within two (2) working days of having received the Technical Direction. The contractor shall undertake no performance to comply with the TDL until the matter has been resolved by the Contracting Officer through a contract modification or other appropriate action.
- (viii) If the contractor undertakes work associated with a TDL that is considered to be outside the scope of the contract, the contractor does so at its own risk and is not subject to recover any costs and fee or profit associated with the scope of effort.

**(End of Clause)**

## 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
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
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
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005

52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.216-11	Cost Contract--No Fee	APR 1984
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-9	Small Business Subcontracting Plan	OCT 2022
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	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
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	JUN 2020
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
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
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985

52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	SEP 2021
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 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
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Contract Line or Subline Items Not Separately Priced	APR 2020
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7022	Expediting Contract Closeout	MAY 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022



252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2020
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7013	Duty-Free Entry--Basic	MAR 2022
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7976 (Dev)	Contractor Personnel Performing in Japan. (DEVIATION 2018-O0019)	AUG 2018
252.225-7995 (Dev)	Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2017-O0004)	SEP 2017
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2022
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7011	Final Scientific or Technical Report	DEC 2019
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty Of Data	MAR 2014
252.251-7000	Ordering From Government Supply Sources	AUG 2012

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

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

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

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

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

**52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract **beyond 365 days after the end of the ordering period**.

**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

**\*This clause will also be completed at the task order level specific to each order.**

**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 **\*\* [insert period of time within which the Contracting Officer may exercise the option]**; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least **\*\* days [60 days unless a different number of days is inserted]** 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 **\*\* (months)(years)**.

**\*\* To be completed at the Task Order level.**

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **\$0.00** or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION**

Employee Class

Monetary Wage-Fringe Benefits

Employee Class	Monetary Wage – Fringe Benefits	Fringe Rate
23125 – Cable Splicer (SCA)	\$44.48	\$19.62
14072 - Computer Programmer II (SCA)	\$37.11	\$16.37
14073 – Computer Programmer III (SCA)	\$37.11	\$16.37
14073 – Drafter/CAD Operator I (SCA)	\$37.11	\$16.37

30061 – Drafter/CAD Operator II (SCA)	\$37.11	\$16.37
30062 – Drafter/CAD Operator III (SCA)	\$44.48	\$19.62
23182 – Electronics Technician Maintenance II (SCA)	\$44.48	\$19.62
23183 – Electronics Technician Maintenance III (SCA)	\$44.48	\$19.62
30081 - Engineering Technician I (SCA)	\$37.11	\$16.37
30082 – Engineering Technician II (SCA)	\$44.48	\$19.62
30083 – Engineering Technician III (SCA)	\$52.89	\$23.32
30084 – Engineering Technician IV (SCA)	\$62.50	\$27.56
01111 – General Clerk I (SCA)	\$25.07	\$11.06
01112 – General Clerk II (SCA)	\$25.07	\$11.06
01113 – General Clerk III (SCA)	\$27.77	\$12.25
21130 – Shipping/Receiving Clerk (SCA)	\$30.67	\$13.53
30462 – Technical Writer II (SCA)	\$52.89	\$23.32
32931 – Telecommunications Mechanic I (SCA)	\$44.48	\$19.62
23932 – Telecommunications Mechanic II (SCA)	\$44.48	\$19.62
31362 – Truck Driver, Medium (SCA)	\$30.67	\$13.53
21410 – Warehouse Specialist (SCA)	\$44.48	\$19.62

## 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:

**If subcontract is for labor and the subcontractor is not listed in Section J, Attachment 05, Authorized Subcontractors.**

(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:

See Attachment 05, Authorized Subcontractors.  
To be completed at time of award.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

**252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019)**

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

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

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from—

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at [https://www.oig.dhs.gov/assets/Hotline/DHS\\_OIG\\_Hotline-optimized.jpg](https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg).

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or is also available via the internet at <https://www.dodig.mil/Resources/Posters-and-Brochures/>.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

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

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial item.

(End of clause)

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

(a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.

(b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock

Numbers and the Government will pay the Contractor, provided that title to the supplies is vested in the Government.

(c) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number", wherever it appears, shall mean "National Item Identification Number".

(As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)

#### **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 [all installations identified/listed in Section B(c) tables]. 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 **NAWCAD Contracting Officer's Representative's Office, Location TBD**. All losses are to have the permanent badges returned to **AIR 7.4, Bldg 2272, Room 074, 47123 Buse Road, Patuxent River, Maryland 20670** on the last day of the individual's task requirement.



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

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs	31	09-MAY-2023
Attachment 01	Draft DD254	5	03-MAR-2023
Attachment 02	QASP CSP	19	09-MAY-2023
Attachment 03	Data Item Transmittal Form	1	03-MAR-2023
Attachment 04	Authorized Key Personnel	1	03-MAR-2023
Attachment 05	List of Approved Subcontractors	1	03-MAR-2023
Attachment 06	COR Designation Letter	1	03-MAR-2023
Attachment 07	OCI List	1	03-MAR-2023
Attachment 08	Wage Determination	14	03-MAR-2023
Attachment 09	GFP Template	4	03-MAR-2023
Attachment 10	ACOR Designation Letter	1	03-MAR-2023
Attachment C1	Cost Workbook	15	03-MAR-2023
Attachment C2	Cost Price Narrative	8	03-MAR-2023
Attachment P1	Past Performance Information Form	3	03-MAR-2023
Attachment P2	Contractor Performance Assessment Questionnaire (CPAQ)	4	03-MAR-2023
Attachment S1	SBPCD	2	03-MAR-2023
Attachment T1	Sample Tasks	3	03-MAR-2023
Attachment T2	Key Personnel	3	03-MAR-2023

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

## CLAUSES INCORPORATED BY REFERENCE

52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
52.230-1 (Dev)	Cost Accounting Standards Notices and Certification (Deviation 2018-O0015).	JUN 2020
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021

## 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 541330.

(2) The small business size standard is \$47,000,000.

(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.]

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

(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)

## 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

### (b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) Representations. The Offeror represents that--

(1) It [ \_\_\_\_ ] will, [ \_\_\_\_ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)

(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 its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(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) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(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)

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

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

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

\_\_\_ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard

applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date \_\_\_\_]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

**5252.209-9511 ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION (SERVICES)  
(NAVAIR)(APR 1989)**

This solicitation contains an organizational conflicts of interest clause in Section H, which is to appear in the awarded contract. Along with their proposals, offerors must check the appropriate box below:

- ☐ Information concerning a conflict of interest, as identified in NAVAIR 5252.209-9510, is provided.  
☐ No conflict of interest exists.

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

**SECTION L****L-1 CONTENT OF PROPOSALS (SERVICES) (JAN 2023)****PART A GENERAL INSTRUCTIONS****1.0 GENERAL**

- 1.1 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 portion of the Offeror's proposal into the resulting contract.
- 1.2 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. Offerors shall assume the Government has no prior knowledge of an Offeror's facilities and/or experience. 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. Also inadequate are the following:
  - unsupported statements that the Offeror allegedly understands the requirements and risks;
  - unsupported statements that the Offeror allegedly can or will comply with requirements;
  - unsupported statements that merely paraphrase the requirements;
  - undefined or unexplained statements such as "best commercial practices will be used;"
  - undefined or unexplained statements such as "standard procedures will be used;" and
  - undefined or unexplained statements such as "well-known techniques will be employed."
- 1.3 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 element 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.
- 1.4 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.
- 1.5 Throughout these instructions, "Offeror" is defined as the prime contractor with its CAGE code identified in Block 15A on Standard Form (SF) 33, Solicitation, Offer, and Award. 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) of 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.
- 1.6 Questions regarding the solicitation shall be submitted in Procurement Integrated Enterprise Environment (PIEE) via the Contracting Communication Module (CCM) at <https://piee.eb.mil>. Each question or comment should reference the applicable document, page number, and paragraph number. For additional information about using the CCM, refer to <https://pieetraining.eb.mil/wbt/xhtml/wbt/ccm/index.xhtml>. 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 2:00 PM Eastern Time of the 14<sup>th</sup> calendar day after the date that this solicitation is issued. Questions received after the deadline above may be answered at the Government's sole discretion.

## **2.0 PROPOSAL FORMAT**

- 2.1 This section is intended to provide information to the Offerors regarding 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.
- 2.2 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 shall be numbered with section and page number. Graphs, tables and charts shall be presented in no smaller than a 10 pt font and shall contain grid lines that allow values to be read directly from the graph, table and/or chart. Graphs, tables, and charts that fit on an 8.5" x 14" printed page will be counted as one page. Drawings may be of any size and will count as one page. Graphic resolution, including such data as tables or charts, should be consistent with the purpose of the data presented. When using Government-supplied templates (e.g., Attachments C1 and T1), no modifications to font or scaling are permitted. All proposal documents must be compatible with Microsoft Office 2016 and/or the latest Adobe Acrobat Reader Portable Document Format (PDF), where applicable.
- 2.3 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 Cost/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, minimize the size of graphics files, and avoid scanned images.

## **3.0 PROPOSAL CONTENT AND VOLUMES**

- 3.1 The Offeror shall present proposal information in a manner that facilitates a one-to-one comparison between the information presented and these Instructions. 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.
- 3.2 The Offeror shall submit its proposal in four (4) separate volumes – Technical, Past Performance, Cost/Price, and Small Business. Volumes shall be submitted as follows:
- Volume 1: Technical
  - Volume 2: Past Performance
  - Volume 3: Cost/Price
  - Volume 4: Small Business
- 3.3 Each volume of the proposal shall be submitted as specified in the table below, which supersedes the copies requested in Block 9 of the Standard Form (SF) 33. Page limitations for each volume, if any, are also specified in Table 1 below. Title and Table of Contents pages do not count towards the page limit. Any pages submitted exceeding the page limitations specified in the table below shall be disregarded and NOT evaluated.

<b>Table 1 – Proposal Structure</b>				
<b>Volume Number</b>	<b>Section</b>	<b>Volume Title</b>	<b>Page Limits</b>	<b>Software Compatibility / Filename Extension</b>
1	1.0	<b>TECHNICAL</b>	See below	
	1.1	Sample Tasks (Attachment T1)	No more than fifteen (15) pages per Sample Task; to be completed using Attachment T1	Microsoft Word 2016/.docx
	1.2	Key Personnel (Attachment T2)	No more than five (5) pages per Key Personnel; to be completed using Attachment T2	Microsoft Word 2016/.docx
2	2.0	<b>PAST PERFORMANCE</b>	See below	
	2.1	Past Performance Information Form (Attachment P1)	No more than three (3) pages per contract reference; to be completed using Attachment P1	Adobe Acrobat/.pdf
	2.2	Contractor Performance Assessment Questionnaire (CPAQ) (Attachment P2)	No page limit; to be completed using Attachment P2	Adobe Acrobat/.pdf
3	3.0	<b>COST/PRICE</b>	See below	
	3.1	Cost Workbook (Attachment C1)	No page limit; to be completed using Attachment C1	Microsoft Excel 2016/.xlsx
	3.2	Cost/Price Narrative (Attachment C2)	No page limit; to be completed using Attachment C2	Microsoft Word 2016/.docx
4	4.0	<b>SMALL BUSINESS</b>	See below	Microsoft Word 2016/.docx
	4.1	Small Business Participation Commitment Document (SBPCD) (Attachment S1)	No more than five (5) pages; to be completed using Attachment S1	Microsoft Word 2016/.docx
Annex 1		Past Performance Supporting Documents (SOW/PWS for each reference)	No page limit; also see Section L, Vol 2, paragraphs 2.1 and 2.2	Adobe Acrobat/.pdf or Microsoft Word 2016/.docx
Annex 2		Past Performance Cross Reference Matrix	Two (2) page limit per past performance contract reference	Adobe Acrobat/.pdf or Microsoft Word 2016/.docx
Annex 3		Small Business Subcontracting Plan	No page limit	Adobe Acrobat/.pdf or Microsoft Word 2016/.docx

Note: Annexes 1 and 2 support information submitted for evaluation.

3.4 Each volume shall contain the following information, which shall be considered “front matter” and not counted towards the page limits in the table above:

- 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 (provided in sufficient detail to enable easy location of important elements)

### **3.0 ELECTRONIC PROPOSAL SUBMISSION**

- 3.1 The Offeror shall submit all volumes of the proposal electronically through the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) portal 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 4.5.1 below. For instructions on how to post an offer, Offerors should refer to the Posting Offer demo: [https://piectraining.eb.mil/wbt/sol/Posting\\_Offer.pdf](https://piectraining.eb.mil/wbt/sol/Posting_Offer.pdf).
- 3.2 It is the Offeror's responsibility to follow the registration instructions found on the PIEE website. Offerors and their Subcontractors shall ensure the proper company points of contact are registered on 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 Offeror's proposal. Documents submitted by the Subcontractor directly to the Government shall have the Offeror's (Prime Contractor's) name, CAGE, and RFP number on the first page of the document.
- 3.3 It is the Offeror's responsibility to confirm receipt of its proposal and all electronic communications. Screen shots of the submission should 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.
- 3.4 The submission date for all volumes shall be no later than the date and time specified in Block 9 of the SF 33 of the RFP. Contractors are highly encouraged to submit electronic proposals by 5:00 PM Eastern Time one working day prior to the date specified in the RFP for receipt of proposals (See FAR 15.208(b)(1)(i)).
- 3.5 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 Offeror 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.
- 3.5.1 The Offeror shall obtain written approval from the Contracting Officer to submit the proposal via an alternate method as shown in paragraph 4.5.2, 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.
- 3.5.2 The following alternate methods may be utilized when authorized by the Contracting Officer in accordance with paragraph 4.5.1.
- 3.5.2.1 Proposals Submitted by Carrier: The Offeror shall submit electronic CD-ROM proposals via United States Postal Service or through a commercial carrier for next day delivery using the address provided below.



NAWCAD Procurement Group  
Cheri Swailes (A2512000)  
21983 Bundy Road, Bldg. 441  
Patuxent River, MD 20670  
Solicitation Number: N00421-23-R-0004

- 3.5.2.2 Hand-Carried Proposals: Hand-carried proposals must be delivered to the address above, attention Amy Davis, Contracting Officer (301-904-4980), and Cheri Swailes, Contract Specialist (410-340-1016). If a proposal or amendment is hand-carried, the Offeror must have current base access to deliver the proposal. Without base access, the Offeror may not get beyond the installation security gate to deliver its proposal. Guards are not authorized to accept proposals. Delivery time shall be coordinated with the contracting office to ensure availability to sign for the package.
- 3.5.2.3 Regardless of which alternate method is used, the Offeror shall package the CD-ROMs in the most efficient manner possible. Each volume shall be on a separate CD-ROM. 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 and title.
- 3.5.2.4 The package shall be stamped or marked “Controlled Unclassified Information” and “Source Selection Information – See FAR 2.101 and 3.104.”
- 3.6 If this RFP is amended, all terms and conditions that are not amended remain unchanged. Contractors shall acknowledge receipt of any amendment to this RFP by the date and time specified in the amendment(s). Contractors are responsible for submitting proposals, and any modifications or revisions, electronically via PIEE by the time specified in the RFP.

## **5.0 CLASSIFIED DATA**

All proposals must be UNCLASSIFIED.

## **6.0 SOLICITATION CHANGES**

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

## **PART B SPECIFIC INSTRUCTIONS**

### **1.0 VOLUME 1: TECHNICAL**

*This volume shall not contain any reference to cost or price aspects of the proposal.*

To be eligible for award, the Offeror shall adhere to the directions and shall complete and submit the following information and attachments under Volume 1 – Technical. No other format will be considered.

Offerors shall provide information to address the Technical elements below:

- Sample Tasks (Attachment T1)
- Key Personnel (Attachment T2)

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 Technical Volume:

## 1.1 Sample Tasks

- 1.1.1 The Offeror shall complete and submit an *Attachment T1 - Sample Tasks*, within Volume 1 – Technical as its written response to the Sample Tasks provided in paragraphs 1.1.1.1.1, 1.1.1.1.2, and 1.1.1.1.3 below. The Offeror shall demonstrate in a clear and detailed manner that it has a comprehensive understanding of the requirements and problems inherent with providing services of the scope and character outlined in Sample Tasks 1, 2, and 3 below. The Offeror should note that unique methods of technically resolving problems identified with Sample Tasks 1, 2, and 3 are encouraged. For each of the Sample Tasks identified in paragraphs 1.1.1.1.1 – 1.1.1.1.3, the Offeror shall include the following information:

**Team:** Identify Offeror team members that should participate in the effort and, if applicable, describe the roles and responsibilities of any Subcontractors and/or Joint Venture (JV) team members required to perform the work.

**Assumptions:** Detail any additional assumptions (as applicable) relative to the Sample Task and the technical approach to ensure full understanding of Offeror's response by the Government.

**Technical Approach:** Provide a detailed description of the technical approach, including the methodology that would be used in accomplishing the task.

**Performance Risk Analysis:** Identify contingent events inherent to the nature of the effort that could, if they were to occur, endanger satisfactory performance. Offerors should focus on critical events that are realistically likely to occur and that would pose serious problems. (Note: Offeror should not try to identify every event that could cause some minor difficulty.)

**Work Breakdown Structure/Schedule:** Provide a detailed schedule of events and briefly describe each activity with its inputs and outputs and the interrelationships and interdependencies among the activities.

**Models and Tools:** Identify the models and/or tools that would be utilized to perform the task. Although it is to be assumed that necessary access to systems will be provided, Offerors should document system access requirements and tools required to gather and consolidate any and all necessary data.

**Progress Tracking:** Identify the process to track progress towards completion of the task.

**Reports:** Provide a list of recommended report(s) to document the task.

**Level of Effort:** Identify the appropriate labor categories, using the labor categories identified in Section C, SOW/PWS, and provide hours per labor category required to complete the task. Offerors shall not include any cost information in their technical proposal submission.

### 1.1.1.1 Sample Task Scenario for paragraphs 1.1.1.1.1 through 1.1.1.1.3

PMA-538 has tasked Naval Air Warfare Center Aircraft Division (NAWCAD) Webster Outlying Field (WOLF) with designing, testing, and sustaining a Mission Control System (MCS) for the new group 5 Unmanned Air System (UAS) that is capable of controlling up to five air systems simultaneously. The MCS will be installed in a currently unidentified location aboard the entire U.S. Navy's active carrier fleet. There is also a need to field a semi-permanent, but transportable, self-sustained version of the MCS for various land-based locations, some of which may be unimproved. The UAS will primarily be used for Intelligence, Surveillance, and Reconnaissance (ISR) missions. The expected range of the UAS will extend beyond line-of-site of the MCS.

- 1.1.1.1.1 **Sample Task 1:** Given the above constraints and within the bounds of the SOW/PWS, provide your technical approach to developing the design of fieldable MCSs to satisfy the above requirements.

- 1.1.1.1.2 **Sample Task 2:** Given the above constraints, and within the bounds of the SOW/PWS, provide a technical approach to integrating and testing fieldable MCS designs to meet the above requirements.
- 1.1.1.1.3 **Sample Task 3:** Given the above constraints, and within the bounds of the SOW/PWS, provide a technical approach to performing the In-Service Engineering Agent (ISEA) role for the MCS to meet the above requirements.

*Note: The sample tasks are issued to evaluate the Offeror's ability to understand and provide the process to complete the tasking. Creative production and cost-cutting solutions and ideas are encouraged.*

## 1.2 Key Personnel

The following definitions apply:

- "Current" personnel is an individual currently on the Offeror's or one of the proposed Subcontractors' payroll.
- "Contingent hire" is an individual who has committed, under a signed Letter of Commitment, to being employed by the Offeror or one of its proposed Subcontractors at a stated salary if the Offeror is awarded the Contract.
- A "prospective hire" is an individual (whose identity may not be known until after award) the Offeror or one of its proposed Subcontractors has committed to hiring if the Offeror is awarded the Contract.

- 1.2.1 For all proposed current or contingent hire Key Personnel, the Offeror shall complete and submit an Attachment T2 – Key Personnel within Volume 1 – Technical. Each proposed Key Personnel shall have a separate corresponding Attachment T2, with Parts I – IV and the Key Personnel Qualification Matrix completed for each Attachment T2 submission.
- 1.2.1.1 Offerors shall only complete and submit an Attachment T2 for the Key Personnel labor categories and corresponding number of Key Personnel in each Key Personnel labor category that are required by Section C, SOW/PWS paragraph 3.4.2. Offerors are prohibited from proposing more than one (1) Key Personnel for each Key Personnel labor category during the five (5) year ordering period.
- 1.2.1.2 Only current or contingent hires may be proposed as Key Personnel. No prospective hire may be proposed as Key Personnel.
- 1.2.1.3 If contingent personnel are proposed, the Offeror and its Subcontractors shall provide a signed Letter of Commitment for each proposed Key Personnel contingent hire within its Volume 3 – Cost/Price. The Letter of Commitment shall include all of the information stated within Section L, Part B, paragraph 3.1.2.1.
- 1.2.1.4 Within Attachment T2, the Offeror shall demonstrate that each proposed Key Personnel meets the minimum qualifications stated within Section C, SOW/PWS, paragraph 3.4 for the corresponding Key Personnel labor category. The Offeror shall clearly identify each Key Personnel's experience in Attachment T2 Parts I – IV in order for the experience to be evaluated by the Government. Experience (e.g., functional experience, any specific experience requirements as applicable (e.g., leading a team, supervisory, etc.)) must be achieved by the date stated in Block 9 of the Standard Form (SF) 33 and shall be clearly documented as such within Attachment T2. Offerors should be aware that leading, supervising, and managing have their own definitions and such experience(s) should be identified appropriately.
- 1.2.1.5 The Offeror shall provide an explanation within the Key Personnel Qualification Matrix portion of Attachment T2 detailing how the proposed Key Personnel's experience meets the minimum qualifications stated in Section C, SOW/PWS, paragraph 3.4 of the corresponding proposed Key

Personnel labor category functional description. Only experience that is included in the “Resume” section (Parts I – IV) of Attachment T2 will be considered.

- 1.2.1.6 The Government may check backgrounds to verify experience, education, clearances, and/or certifications attained.

## 2.0 VOLUME 2: PAST PERFORMANCE

To be eligible for award, the Offeror shall adhere to the directions and shall complete and submit the following information and attachments under Volume 2 – Past Performance. No other format will be considered.

- The Offeror shall complete and submit *Attachment P1 – Past Performance Information Form*.
- If necessary, and in accordance with Section L, Part B, paragraph 2.2 below, the Offeror shall complete and submit *Attachment P2 – Contractor Performance Assessment Questionnaire (CPAQ)*.

Sources of past performance evaluation information include information provided by the Offeror in response to the solicitation, information obtained from questionnaires, and any other sources available to the Government, to include, but not limited to: the Contractor Performance Assessment Reporting System (CPARS); Federal Awardee Performance and Integrity Information Systems (FAPIS); Electronic Subcontract Reporting System or other databases; the Defense Contract Management Agency (DCMA); and interviews with Program Management, Contracting Officers, Contracting Officer’s Representatives (CORs), Technical Points of Contact (TPOCs) and Fee Determining Officials.

- 2.1 The Offeror shall complete *Attachment P1 – Past Performance Information Form*, and submit the completed form as part of Volume 2. No more than three (3) Past Performance Information Forms shall be submitted for the Offeror (Prime Contractor), no more than two (2) forms for each Principal Subcontractor, and/or no more than two (2) forms for each JV team member. Each contract reference (contract or delivery/task order) must have been performed within five (5) years of this RFP’s release date.
- 2.1.1 For contract references that contain delivery/task orders, Offerors shall provide the work description(s) for each specific delivery/task order deemed relevant by the Offeror to this solicitation’s requirements.
- 2.1.2 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.
- 2.1.3 The Offeror shall submit written consent from its Principal Subcontractor(s) and JV team member(s) that will allow the Government to coordinate any past performance issues directly with the Offeror. If the Offeror does not submit the written consent, the Government will address any past performance issues directly with the Principal Subcontractor or JV team member and the Offeror will forfeit the opportunity to participate in any related discussions. Consequently, for any Principal Subcontractor and JV team member that does not provide the written consent, the Offeror shall provide the name, address, phone number, and email address with whom the Government may address any past performance issues.
- 2.1.4 The Offeror shall provide a narrative on each *Attachment P1, Past Performance Information Form*, in the "Contract Effort Description" area that clearly describes how the contract reference (contract or delivery/task order) has relevant work effort that matches the relevancy definitions specified in Section M, Part B, paragraph 2.3 of the RFP. Information shall be concise enough to fit within the limitations of the template and the information shall be viewable when the document is printed. Additional pages are not permitted.
- 2.1.5 The Offeror shall provide a narrative on each *Attachment P1, Past Performance Information Form*, in the “Demonstrated Systemic Improvement Information” area if adverse past performance has been identified/documented for the contract reference (contract or delivery/task order). This narrative shall

identify the demonstrated improvement actions taken to resolve any performance issues or problems. It shall also describe the techniques, elements and tools used to correct issues or problems and, if applicable, how these techniques, elements and tools will be employed during performance of this requirement.

- 2.1.6 Offerors shall provide the SOW/PWS in Annex 1 for each contract reference (contract or delivery/task order) submitted via Attachment P1. If the work was performed by a proposed Principal Subcontractor, the Offeror shall submit the Principal Subcontractor's contract reference (contract or delivery/task order) SOW/PWS. The Offeror shall clearly document each contract reference (contract or delivery/task order) on a Cross Reference Matrix (CRM) as Annex 2, similar to the example in Table 2 below. Past Performance CRMs shall be no more than two (2) pages per Past Performance reference contract.

Table 2 – Sample Cross Reference Matrix (CRM)		
Contract Number (List Order Number, if Applicable) Identified in Attachment P1	Attachment P1 Reference SOW/PWS Paragraph	N00421-23-R-0004 SOW/PWS Paragraph
		3.3.1.1
		3.3.1.2
		3.3.1.3
		3.3.1.4
		3.3.1.5
		3.3.1.6
		3.3.2.1
		3.3.2.2
		3.3.2.3
		3.3.2.4
		3.3.2.5
		3.3.3.1
		3.3.3.2
		3.3.3.3
		3.3.3.4

- 2.1.7 The primary source of past performance information will be CPARS. If a 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.
- 2.2 In the event a CPAR does not exist for a contract reference (contract or delivery/task order), and the past performance is for a Government contract/order, the Contractor shall submit an *Attachment P2, Contractor Performance Assessment Questionnaire (CPAQ)*, to the Program Manager, Contracting Officer Representative (COR), or Technical Point of Contact (TPOC) **with copies to Cheri Swailes at [cheri.a.swailes.civ@us.navy.mil](mailto:cheri.a.swailes.civ@us.navy.mil) and Amy Davis at [amy.g.davis.civ@us.navy.mil](mailto:amy.g.davis.civ@us.navy.mil)**. The Program Manager, COR, or TPOC must be a Government employee and will be the Assessing Official (person completing the CPAQ). The Contractor shall include instructions for the Program Manager, COR, or TPOC to send completed questionnaires within two (2) weeks of its receipt via e-mail to Cheri Swailes at [cheri.a.swailes.civ@us.navy.mil](mailto:cheri.a.swailes.civ@us.navy.mil) and Amy Davis at [amy.g.davis.civ@us.navy.mil](mailto:amy.g.davis.civ@us.navy.mil). All CPAQs should be received by Cheri Swailes and Amy Davis by the solicitation closing date and time. If the contract reference (contract or delivery/task order) is for past performance of a commercial contract, not in support of a Government requirement, then the Contractor shall submit an Attachment P2, CPAQ, to the commercial entity, and the Assessing Official (person completing the CPAQ) is not required to be a Government employee.

### **3.0 VOLUME 3: COST/PRICE**

#### **3.1 Cost Workbook (Attachment C1)**

- 3.1.1 This paragraph (paragraph 3.1.1) is applicable to the Offeror (Prime Contractor) only. The Offeror's total proposed cost will be determined by the rates/costs inserted in *Attachment C1 - Cost Workbook*.

The Section B CLIN ceiling values will be determined as an allocation of proposed costs at Contract award by the Government. The Government will populate Section B of the awarded Contract based on the proposed costs stated in the worksheet titled "Cost Summary" within the Offeror's (Prime Contractor's) Attachment C1.

- 3.1.2 The Offeror shall complete Attachment C1 in accordance with the "Instructions" worksheet within Attachment C1. Offerors, including Subcontractors, should provide input within the "Indirect Rates and Fee" worksheet, "Term Cost Summary" and "Completion Cost Summary" worksheets, "Total Compensation Plan" worksheet, and "Composite Term-Onsite," and "Composite Term-Offsite" worksheets of Attachment C1 (see instructions therein). The Offeror and all Subcontractors shall complete Attachment C1, identifying each current, contingent, and/or prospective hire employee proposed under the effort.

Note: Proposed fully burdened labor costs may be subject to the NAVAIR labor tripwire identified in Section M. Offerors that propose a fully burdened per employee labor cost exceeding the labor tripwire shall provide rationale in the Attachment C2 – Cost/Price Narrative, Part XIII that justifies the reasonableness of the tripwire cost for the applicable employee. Fully burdened labor rates are defined as direct labor rates plus all applicable burdens, to include indirect rates, fee, and subcontractor pass-through costs where applicable. For Subcontractor labor, the fully burdened labor rates shall be inclusive of any pass-through charges (e.g., subcontractor handling, fixed fee on subcontractor labor, etc.) applied by the Prime Contractor.

- 3.1.2.1 The Offeror shall submit a Letter of Commitment for each Key Personnel contingent hire as an enclosure to *Attachment C2 – Cost/Price Narrative*. The Letter of Commitment is a separate written agreement signed by the potential employee(s) to work for the Contractor effective upon Contract award. Letters of Commitment shall state, at a minimum: the contingent hire's name; RFP labor category the contingent hire will be fulfilling; and salary information. The letter must be signed and dated by the contingent hire. No information within any Letter of Commitment shall be redacted. Subcontractors and/or JV team members shall provide the Letters of Commitment either separately or included in the Offeror's (Prime Contractor's) Volume 3 – Cost/Price submission.
- 3.1.3 The Offeror shall not utilize any fully burdened hourly rates when pricing the labor of its employees.
- 3.1.4 If a Subcontractor utilizes fully burdened labor rates in its submission to the Offeror (Prime Contractor), the Subcontractor shall provide to the Government its own Attachment C1 delineating the buildup of those rates.
- 3.1.4.1 A Subcontractor shall document and provide an explanation (See Section L, Part B, paragraph 3.3.1.4) if its fully burdened labor rates, derived from its own Attachment C1, do not match the fully burdened labor rates provided in its submission to the Offeror (Prime Contractor).

*Note: Subcontractors submitting a separate Attachment C1 shall follow the specific instructions for Subcontractors within the "Instructions" worksheet of Attachment C1.*

#### **3.2 Cost/Price Narrative, Attachment C2 (Part I)**

- 3.2.1 The Offeror, including Subcontractors, shall complete Attachment C2 (Part 1) in accordance with the instructions within Attachment C2.

- 3.2.1.1 The Offeror, including Subcontractors, shall provide as an Enclosure to Attachment C2 the most current DCAA Provisional Billing Rate Approval Letter, DCAA Final Billing Rate Approval Letter, and/or DCAA Forward Pricing Rate Agreement recommendation.
- 3.2.1.2 As this requirement contains cost type CLINs, the Offeror, including Subcontractors that will have a cost type subcontract, shall provide as an Enclosure to Attachment C2 a DCAA Audit Report, DCMA Letter, and any other supporting documentation verifying the Cost Accounting System has been determined adequate by DCAA or DCMA.
- 3.2.1.2.1 Offerors, including Subcontractors, that will have a cost type subcontract, shall provide documentation as an Enclosure to Attachment C2 verifying that they have an adequate and acceptable Accounting System in accordance with DFARS 252.242-7006.

If a proposed Subcontractor does not have an Accounting System that has been determined adequate by DCAA or DCMA, then they shall not have a cost type subcontract.

If the Offeror (Prime) does not currently have an Accounting System that has been reviewed and/or determined adequate by DCAA or DCMA, then a statement shall be included within the cost/price narrative stating that its Accounting System has not yet been reviewed and/or determined adequate by DCAA or DCMA (whichever is applicable).

Any Offeror that does not have an Accounting System that has been determined adequate by DCAA or DCMA shall also complete a “Pre-award Survey of Prospective Accounting System Checklist” at the link provided ([https://www.dcaa.mil/Portals/88/Preaward\\_Survey\\_of\\_Prospective\\_Contractor\\_Accounting\\_System\\_Checklist\\_updated10\\_9\\_19.pdf](https://www.dcaa.mil/Portals/88/Preaward_Survey_of_Prospective_Contractor_Accounting_System_Checklist_updated10_9_19.pdf)) and include the checklist as part of their proposal submission as an enclosure to Attachment C2.

The Government may request a Pre-award Survey of Prospective Contractor Accounting System through DCAA in advance of Contract award using the checklist submitted with the proposal. Offerors are reminded that they must have an adequate Accounting System, in accordance with DFARS 252.242-7006, Accounting System Administration.

If an Offeror does not have an Accounting System that has been determined adequate by DCAA or DCMA and if the Government is unable to determine the Accounting System to be adequate through the Pre-Award Survey conducted by DCAA, the Offeror may be determined non-responsible and ineligible for Contract award. Additional information about the audit process can be found at the DCAA website at <https://www.dcaa.mil/Guidance/Audit-Process-Overview/>.

- 3.2.1.3 The Offeror, including Subcontractors, shall complete and submit the following as an enclosure to Attachment C2:
  - 3.2.1.3.1 Section K of the RFP.
  - 3.2.1.3.2 An OCI disclosure and OCI mitigation Plan, if applicable, based on the Offeror’s and Subcontractors’ completion of NAVAIR clause 5252.209-9511, Organizational Conflicts of Interest Representation (Services).
- 3.3 **Cost/Price Narrative, Attachment C2 (Parts II – XV))**
  - 3.3.1 Offerors, including Subcontractors, shall provide a narrative that addresses any assumptions made during the preparation of the cost/price response and discuss the basis for the cost elements listed below:
    - 3.3.1.1 **Direct labor rates:** The Offeror and all Subcontractors shall submit unburdened labor rates for all proposed current, contingent, and prospective hire individuals. If composite or category averages are

proposed, a breakdown and explanation of how rates are developed shall be provided. If necessary, a narrative to describe derivation of labor rates and use of uncompensated overtime shall be provided.

- 3.3.1.1.1 For any proposed current employees, the Offeror and Subcontractors shall provide payroll verification and any other information necessary within Attachment C2, Part II to substantiate the direct labor rates proposed.
- 3.3.1.1.1.1 The Offeror and all proposed Subcontractors shall provide payroll verification for all proposed current employees by completing Table 6 – Hourly Direct Labor Rates for Current Employees. Within Attachment C2, Part II, Table 6, Offerors, including Subcontractors, shall include the proposed direct hourly rate of each proposed current employee, the payroll verified direct hourly rate of each proposed current employee, and the delta between the proposed direct hourly rate and payroll verified direct hourly rate. Offerors, including Subcontractors, shall provide an explanation and/or justification for any deltas. Offerors, including Subcontractors, shall complete the “Date of Payroll Verification” and provide a Yes or No response to the statement “By Signing this attachment do you certify that the table above (or the enclosure) is correct?” Both appear directly below Table 6 within Attachment C2.
- 3.3.1.1.2 For all proposed prospective hires, Offerors and Subcontractors shall propose direct labor rates equal to or greater than the direct labor rates stated in the “Minimum Direct Labor Rates” worksheet within Attachment C1. The minimum rate is based on data from the May 2022 Bureau of Labor Statistics (BLS) wage data by Metropolitan Statistical Area (MSA) (California-Lexington Park, MD) and occupation correlated to each labor category’s SOC Code at the 10th, 25th, and 75th percentile. The Government is using data at the 10th percentile for Junior labor categories, data at the 25th percentile for Journeyman labor categories, and data at the 75th percentile for Senior labor categories. The Government is using General Schedule (GS) Payscale (GS-3) locality Washington-Baltimore-Arlington, DC-MD-VA-WV-PA, for Apprentice labor categories.

Note: The minimum rate for one labor category was developed using methodology different from what is stated above. The Government is using national wage data for “Engineers, All Other (Systems Engineer), Junior, BLS SOC code 17-2199. All labor categories subject to the Service Contract Act will use minimum rates in accordance with the attached Wage Determination.

The rates from the BLS wage data and GS payscale are escalated by 5.2% annually for the base year based on the anticipated Period of Performance (PoP) start date of this Contract utilizing BLS Table 9, Economic Cost Index for Wages and Salaries for Private Industry Workers by Occupational Group and Industry sub group titled, “Professional, Scientific and Technical Services” for the 12-month period ending 30 June 2022.

- 3.3.1.1.2.1 **Escalation on labor for Base Year:** Offerors and their Subcontractors should consider the anticipated PoP start date of this proposal and, if necessary, apply escalation to the proposed base year direct labor rates. The Offeror and its Subcontractors should indicate when their companies customarily provide direct labor rate increases and whether a rate increase is anticipated prior to the PoP start date. If the Offeror and its Subcontractors do not escalate current direct labor rates to take into account the base period start date and their companies’ customary direct rate increases and justifications are not provided, proposed direct labor rates may be adjusted.
- 3.3.1.2 **Escalation on labor for Years 2 - 5:** Offerors, including Subcontractors, shall address escalation for all labor categories, and shall provide rationale for the specific escalation rate used within Part III of Attachment C2. Within Attachment C2, Part III, Table 7, Offerors, including Subcontractors, shall provide their own company’s historical escalation rate actuals for the last three (3) years.
- 3.3.1.2.1 In an effort to ensure realism of costs during Contract execution, Offerors, including Subcontractors, shall propose escalation at a rate of 3.2% (derived using BLS Employment Cost Index (ECI), Wages and Salaries, Aircraft Manufacturing (ECIPWAI RNS), Second Quarter 2022 Forecast) or higher each year for the duration of the five (5) year ordering period unless a lower escalation rate is supported by the



Offeror's, including Subcontractor's, own historical escalation rate actuals. Offerors, including Subcontractors, that propose less than 3.2% escalation without historical escalation rate actuals that support the lower rate, will be considered unrealistically low and will have their proposals adjusted by the Government to apply an escalation of 3.2% annually over the five (5) year ordering period. If the Offeror's, including Subcontractor's, historical escalation rate actuals support a higher escalation rate than what is proposed, the Government will adjust the proposed escalation rate to what is reflected in the historical escalation rate actuals unless a justification is provided which is determined realistic by the Government.

- 3.3.1.3 **Indirect costs:** (i.e. Overhead, Fringe Benefits, General & Administrative (G&A), etc.) and bases to which they apply

CAUTION: Offerors and Subcontractors shall ensure consistency between the Attachment C2 narrative description of Indirect Costs (including the bases to which they apply) and how the Indirect Costs are calculated and the bases to which they are applied within Attachment C1.

- 3.3.1.3.1 Offerors, including Subcontractors, shall provide the last three (3) years of historical actual indirect rates within Attachment C2, Part IV, Table 8.
- 3.3.1.3.2 Offerors, including Subcontractors, shall provide a detailed justification of the proposed indirect rates within Attachment C2, Part IV, if any of the proposed indirect rates utilized by the Offeror or any Subcontractors differ from the historical actual rates and/or DCAA information.
- 3.3.1.4 **Estimating Practices:** Offerors, including Subcontractors, shall provide information needed to explain their estimating practices within Attachment C2, Part V.
- 3.3.1.5 **Profit/Fee:**
- 3.3.1.5.1 Offerors, including Subcontractors, shall identify fee rate and total fee amounts proposed and identify the various cost elements to which the fee is being applied within Attachment C2, Part VI. Fee rates must be clearly distinguishable. Fee shall not be applied to ODCs.
- 3.3.1.5.1.1 **Fixed Fee (Non-Performance Based/Level of Effort):** Fixed fee (rounded to exactly two (2) decimal places) will be calculated based on fee per hour and in accordance with NAVAIR clause 5252.232.9510, Payment of Fixed Fee (OCT 2005). The fee per hour is the total Fixed Fee proposed for all ordering periods divided by the total LOE hours for all ordering periods. The Offeror shall confirm that the total Fixed Fee value stated in Attachment C1 equals the same value when multiplying the proposed fee per hour and total Level of Effort hours for all ordering periods. (Only required from Prime Contractor.)  
NOTE: See additional information (Step 17) in the Instructions tab of Attachment C1.
- 3.3.1.5.1.2 **Fixed Fee (Performance Based/Completion):** Fixed fee (rounded to exactly two (2) decimal places) will be calculated based on the percentage of total fee proposed for all ordering periods divided by the total proposed costs for all ordering periods. The Offeror shall identify the Fixed Fee in Attachment C2. (Only required from Prime Contractor.)
- 3.3.1.6 **Other Direct Costs (ODCs) by specific cost element (i.e. Travel, Material):** Offerors, including Subcontractors, shall provide a narrative that addresses any assumptions made during the preparation of the cost/price response and discuss the basis for travel and material costs, including any indirect costs being applied to each specific cost element within Attachment C2, Part VII. No fee shall be applied to ODCs. Reimbursement for Travel will be in accordance with FAR 31.205-46. If the Offeror proposes burdens on the Government-provided ODC estimates, the Offeror shall provide a percentage breakdown of the Offeror's indirect costs and burdens added to the Government estimates for any and all Cost Reimbursable CLINs in Section B.

3.3.1.7 **Cost of Money (COM):** When the Offeror, including Subcontractors, elects to claim Cost of Money (COM) as an allowable cost, the Contractor, including Subcontractors, shall submit a DD 1861 as an enclosure to Attachment C2 and show the calculations of the proposed amount within Attachment C2, Part VIII.

3.3.1.8 **Total Compensation Plan:** Offerors, including Subcontractors, shall provide a narrative to describe their Total Compensation Plan within Attachment C2, Part IX, or as an Enclosure, in accordance with FAR 22.1103 and FAR 52.222-46 for each proposed professional employee (professional labor categories applicable to this RFP are defined below in Section L, Part C, paragraph 3.6.3).

### 3.4 **Service Contract Act (SCA)**

3.4.1 This solicitation is, and the resulting contract will be, subject to the Service Contract Act of 1965, as amended, and to FAR clause 52.222-41, contained in Section I of this solicitation. Offerors shall propose employees' wages in accordance with the attached Wage Determination. As part of the cost/price proposal, the Offeror shall furnish the names of the proposed labor categories and the corresponding labor categories from the attached Wage Determination as well as documentation of compliance with the minimum monetary wages and fringe benefits for service employees as specified in the Wage Determination (provided as an attachment in Section J of this solicitation) within Attachment C2, Part X, or as an Enclosure.

RFP Labor Category	GS Equivalent	WD Minimum Hourly Wage	SCA Code
Cable Splicer (SCA), 49-9099	GS12	\$26.58	23125
Computer Programmer II (SCA), 15-1251*	GS11	\$26.36 (Note)	14072
Computer Programmer III (SCA), 15-1251*	GS11	\$26.36 (Note)	14073
Drafter/CAD Operator I (SCA), 17-3012	GS11	\$22.47	30061
Drafter/CAD Operator II (SCA), 17-3012	GS11	\$25.14	30062
Drafter/CAD Operator III (SCA), 17-3012	GS12	\$28.03	30063
Electronics Technician Maintenance II (SCA), 17-3023	GS12	\$27.89	23182
Electronics Technician Maintenance III (SCA), 17-3023	GS12	\$29.36	23183
Engineering Technician I (SCA), 17-3029	GS11	\$22.92	30081
Engineering Technician II (SCA), 17-3029	GS12	\$25.72	30082
Engineering Technician III (SCA), 17-3029	GS13	\$28.79	30083
Engineering Technician IV (SCA), 17-3029	GS14	\$35.64	30084
General Clerk I (SCA), 43-9061	GS7	\$15.26	01111
General Clerk II (SCA), 43-9061	GS7	\$16.65	01112
General Clerk III (SCA), 43-9061	GS8	\$18.74	01113
Shipping/Receiving Clerk (SCA), 43-5071	GS9	\$20.09	21130
Technical Writer II (SCA), 27-3042	GS13	\$32.19	30462
Telecommunications Mechanic I (SCA), 49-2022	GS12	\$29.95	23931
Telecommunications Mechanic II (SCA), 49-2022	GS12	\$31.55	23932
Truck Driver, Medium (SCA), 53-3033	GS9	\$18.97	31362
Warehouse Specialist (SCA), 43-5071	GS12	\$18.92	21410

*\*The Wage Determination will not apply to any exempt computer employee who meets the applicable compensation requirements (generally \$27.63 per hour) and the primary duties of an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act.*

### 3.5 Government Furnished Information

#### 3.5.1 Labor Hours

The Government's estimated total labor hours (Term and Completion) for the entire work effort is 702,343 and is based on historical data. The total estimated labor hours for Term tasking is 621,266. The total estimated labor hours for Completion tasking is 81,077. A work-year is defined as 1,920 hours exclusive of holidays and leave and shall be utilized for proposal purposes. The estimated hours shall be used for pricing and setting ceiling at the basic contract level for the CPFF Non-Performance Based/LOE and Performance Based/Completion Labor CLINs.

For evaluation purposes, the Offeror shall propose the labor categories and hours by location as outlined in the chart below.

#### Non-Performance Based (CLINs 0001–0006) TERM Government On-Site Hours

Labor Category	Work Yr I	Work Yr II	Work Yr III	Work Yr IV	Work Yr V	Total
Computer Hardware Engineer, Junior, 17-2061	189	196	204	212	220	1,021
Computer Hardware Engineer, Journeyman, 17-2061	189	196	204	212	220	1,021
Computer Hardware Engineer, Senior, 17-2061	189	196	204	212	220	1,021
Computer Network Architects, Junior, 15-1241	50	52	54	56	58	270
Computer Network Architects, Journeyman, 15-1241	103	108	113	118	123	565
Computer Network Architects, Senior, 15-1241	50	52	54	56	58	270
Computer Systems Analyst, Apprentice, 15-1211	189	196	204	212	220	1,021
Computer Systems Analyst, Junior, 15-1211	189	196	204	212	220	1,021
Computer Systems Analyst, Journeyman, 15-1211	3,533	3,711	3,897	4,093	4,298	19,532
Computer Systems Analyst, Senior, 15-1211	4,320	4,533	4,758	4,992	5,240	23,843
Electrical Engineer, Apprentice, 17-2071	189	196	204	212	220	1,021
Electrical Engineer, Junior, 17-2071	189	196	204	212	220	1,021
Electrical Engineer, Journeyman, 17-2071	189	196	204	212	220	1,021
Electrical Engineer, Senior, 17-2071	189	196	204	212	220	1,021
Engineers, All Other (Systems Engineers), Apprentice, 17-2199	189	196	204	212	220	1,021
Engineers, All Other (Systems Engineers), Junior, 17-2199	189	196	204	212	220	1,021
Engineers, All Other (Systems Engineers), Journeyman, 17-2199	189	196	204	212	220	1,021
Engineers, All Other (Systems Engineers), Senior, 17-2199	189	196	204	212	220	1,021
General and Operations Managers (Program Manager), Senior, 11-1021	0	0	0	0	0	0
General and Operations Managers (Project Manager), 11-1021, Senior	1,920	2,013	2,113	2,217	2,325	10,588
Logistician, Junior, 13-1081	189	196	204	212	220	1,021
Logistician, Journeyman, 13-1081	189	196	204	212	220	1,021
Logistician, Senior, 13-1081	189	196	204	212	220	1,021

Management Analyst (Configuration Management Analyst), Junior, 13-1111	189	196	204	212	220	1,021
Management Analyst (Configuration Management Analyst), Journeyman, 13-1111	2,124	2,229	2,342	2,460	2,583	11,738
Management Analyst (Configuration Management Analyst), Senior, 13-1111	189	196	204	212	220	1,021
Mechanical Engineer, Apprentice, 17-2141	189	196	204	212	220	1,021
Mechanical Engineer, Junior, 17-2141	189	196	204	212	220	1,021
Mechanical Engineer, Journeyman, 17-2141	189	196	204	212	220	1,021
Mechanical Engineer, Senior, 17-2141	189	196	204	212	220	1,021
Network and Computer Systems Administrators, Junior, 15-1244	170	177	184	192	200	923
Network and Computer Systems Administrators, Journeyman, 15-1244	341	359	378	397	417	1,892
Network and Computer Systems Administrators, Senior, 15-1244	170	177	184	192	200	923
Project Management Specialists, Junior, 13-1082	189	196	204	212	220	1,021
Project Management Specialists, Journeyman, 13-1082	480	456	477	499	522	2,434
Project Management Specialists, Senior, 13-1082	189	196	204	212	220	1,021
Cable Splicer (SCA), 49-9099	511	536	562	589	617	2,815
Computer Programmer II (SCA), 15-1251	189	196	204	212	220	1,021
Computer Programmer III (SCA), 15-1251	189	196	204	212	220	1,021
Drafter/CAD Operator I (SCA), 17-3012	1036	1,090	1,145	1,203	1,263	5,737
Drafter/CAD Operator II (SCA), 17-3012	2062	2,165	2,272	2,387	2,507	11,393
Drafter/CAD Operator III (SCA), 17-3012	135	141	147	153	160	736
Electronics Technician Maintenance II (SCA), 17-3023	189	196	204	212	220	1,021
Electronics Technician Maintenance III (SCA), 17-3023	189	196	204	212	220	1,021
Engineering Technician I (SCA), 17-3029	189	196	204	212	220	1,021
Engineering Technician II (SCA), 17-3029	2,400	2,520	2,644	2,773	2,908	13,245
Engineering Technician III (SCA), 17-3029	189	196	204	212	220	1,021
Engineering Technician IV (SCA), 17-3029	1,440	1,509	1,581	1,656	1,738	7,924
General Clerk I (SCA), 43-9061	189	196	204	212	220	1,021
General Clerk II (SCA), 43-9061	680	715	751	790	830	3,766
General Clerk III (SCA), 43-9061	511	536	562	589	617	2,815
Shipping/Receiving Clerk (SCA), 43-5071	189	200	212	224	237	1,062
Technical Writer II (SCA), 27-3042	189	196	204	212	220	1,021
Telecommunications Mechanic I (SCA), 49-2022	511	536	562	589	617	2,815
Telecommunications Mechanic II (SCA), 49-2022	511	536	562	589	617	2,815
Truck Driver, Medium (SCA), 53-3033	189	196	204	212	220	1,021
Warehouse Specialist (SCA), 43-5071	0	0	0	0	220	220
<b>TOTAL</b>	<b>29,484</b>	<b>30,819</b>	<b>32,286</b>	<b>33,810</b>	<b>35,615</b>	<b>162,014</b>

Service Contract Labor Standards (SCA)

[illegible]

Management Analyst (Configuration Management Analyst), Senior, 13-1111	189	196	204	212	220	1,021
Mechanical Engineer, Apprentice, 17-2141	189	196	204	212	220	1,021
Mechanical Engineer, Junior, 17-2141	480	502	525	549	575	2,631
Mechanical Engineer, Journeyman, 17-2141	1,956	2,055	2,158	2,265	2,377	10,811
Mechanical Engineer, Senior, 17-2141	745	784	824	865	909	4,127
Network and Computer Systems Administrators, Junior, 15-1244	332	350	368	387	407	1,844
Network and Computer Systems Administrators, Journeyman, 15-1244	660	695	731	768	807	3,661
Network and Computer Systems Administrators, Senior, 15-1244	332	350	368	387	407	1,844
Project Management Specialists, Junior, 13-1082	189	196	204	212	220	1,021
Project Management Specialists, Journeyman, 13-1082	10,963	11,512	12,087	12,693	13,328	60,583
Project Management Specialists, Senior, 13-1082	189	196	204	212	220	1,021
Cable Splicer (SCA), 49-9099	993	1,041	1,095	1,151	1,210	5,490
Computer Programmer II (SCA), 15-1251	480	502	525	549	575	2,631
Computer Programmer III (SCA), 15-1251	996	1,045	1,099	1,155	1,214	5,509
Drafter/CAD Operator I (SCA), 17-3012	189	196	204	212	220	1,021
Drafter/CAD Operator II (SCA), 17-3012	189	196	204	212	220	1,021
Drafter/CAD Operator III (SCA), 17-3012	263	277	292	307	323	1,462
Electronics Technician Maintenance II (SCA), 17-3023	1,992	2,093	2,198	2,307	2,424	11,014
Electronics Technician Maintenance III (SCA), 17-3023	189	196	204	212	220	1,021
Engineering Technician I (SCA), 17-3029	1,307	1,372	1,440	1,514	1,591	7,224
Engineering Technician II (SCA), 17-3029	6,213	6,523	6,849	7,192	7,553	34,330
Engineering Technician III (SCA), 17-3029	2,800	2,941	3,088	3,244	3,406	15,479
Engineering Technician IV (SCA), 17-3029	4,299	4,515	4,741	4,980	5,228	23,763
General Clerk I (SCA), 43-9061	8,930	9,377	9,846	10,338	10,854	49,345
General Clerk I (SCA), 43-9061	1,322	1,388	1,456	1,528	1,605	7,299
General Clerk I (SCA), 43-9061	993	1,041	1,095	1,151	1,210	5,490
Shipping/Receiving Clerk (SCA), 43-5071	3,360	3,527	3,705	3,890	4,085	18,567
Technical Writer II (SCA), 27-3042	189	196	204	212	220	1,021
Telecommunications Mechanic I (SCA), 49-2022	993	1,041	1,095	1,151	1,210	5,490
Telecommunications Mechanic II (SCA), 49-2022	993	1,041	1,095	1,151	1,210	5,490
Truck Driver, Medium (SCA), 53-3033	189	196	204	212	220	1,021
Warehouse Specialist (SCA), 43-5071	1,824	1,915	2,012	2,113	2,219	10,083
<b>TOTAL</b>	<b>83,326</b>	<b>87,375</b>	<b>91,624</b>	<b>96,121</b>	<b>100,806</b>	<b>459,252</b>

Service Contract Labor Standards (SCA)

**Performance Based (CLINs 0007–0013) COMPLETION Government On-Site Hours**

Labor Category	Work Yr I	Work Yr II	Work Yr III	Work Yr IV	Work Yr V	Total
Computer Hardware Engineer, Junior, 17-2061	0	0	0	0	0	0
Computer Hardware Engineer, Journeyman, 17-2061	0	0	0	0	0	0
Computer Hardware Engineer, Senior, 17-2061	0	0	0	0	0	0
Computer Network Architects, Junior, 15-1241	0	0	0	0	0	0
Computer Network Architects, Journeyman, 15-1241	0	0	0	0	0	0
Computer Network Architects, Senior, 15-1241	0	0	0	0	0	0
Computer Systems Analyst, Apprentice, 15-1211	0	0	0	0	0	0
Computer Systems Analyst, Junior, 15-1211	0	0	0	0	0	0
Computer Systems Analyst, Journeyman, 15-1211	340	352	372	389	409	1,862
Computer Systems Analyst, Senior, 15-1211	445	466	487	508	529	2,435
Electrical Engineer, Apprentice, 17-2071	0	0	0	0	0	0
Electrical Engineer, Junior, 17-2071	0	0	0	0	0	0
Electrical Engineer, Journeyman, 17-2071	0	0	0	0	0	0
Electrical Engineer, Senior, 17-2071	0	0	0	0	0	0
Engineers, All Other (Systems Engineers), Apprentice, 17-2199	0	0	0	0	0	0
Engineers, All Other (Systems Engineers), Junior, 17-2199	340	352	372	389	409	1,862
Engineers, All Other (Systems Engineers), Journeyman, 17-2199	340	352	372	389	409	1,862
Engineers, All Other (Systems Engineers), Senior, 17-2199	0	0	0	0	0	0
General and Operations Managers (Program Manager), Senior, 11-1021	0	0	0	0	0	0
General and Operations Managers (Project Manager), 11-1021, Senior	340	352	372	389	409	1,862
Logistician, Junior, 13-1081	0	0	0	0	0	0
Logistician, Journeyman, 13-1081	0	0	0	0	0	0
Logistician, Senior, 13-1081	0	0	0	0	0	0
Management Analyst (Configuration Management Analyst), Junior, 13-1111	0	0	0	0	0	0
Management Analyst (Configuration Management Analyst), Journeyman, 13-1111	340	352	372	389	409	1,862
Management Analyst (Configuration Management Analyst), Senior, 13-1111	0	0	0	0	0	0
Mechanical Engineer, Apprentice, 17-2141	0	0	0	0	0	0
Mechanical Engineer, Junior, 17-2141	0	0	0	0	0	0
Mechanical Engineer, Journeyman, 17-2141	0	0	0	0	0	0
Mechanical Engineer, Senior, 17-2141	0	0	0	0	0	0
Network and Computer Systems Administrators, Junior, 15-1244	0	0	0	0	0	0
Network and Computer Systems Administrators,	0	0	0	0	0	0

Junior, 15-1244						
Network and Computer Systems Administrators, Junior, 15-1244	0	0	0	0	0	0
Project Management Specialists, Junior, 13-1082	0	0	0	0	0	0
Project Management Specialists, Journeyman, 13-1082	340	352	372	389	409	1,862
Project Management Specialists, Senior, 13-1082	0	0	0	0	0	0
Cable Splicer (SCA), 49-9099	164	171	178	185	193	891
Computer Programmer II (SCA), 15-1251	0	0	0	0	0	0
Computer Programmer III (SCA), 15-1251	0	0	0	0	0	0
Drafter/CAD Operator I (SCA), 17-3012	0	0	0	0	0	0
Drafter/CAD Operator II (SCA), 17-3012	0	0	0	0	0	0
Drafter/CAD Operator III (SCA), 17-3012	0	0	0	0	0	0
Electronics Technician Maintenance II (SCA), 17-3023	0	0	0	0	0	0
Electronics Technician Maintenance III (SCA), 17-3023	0	0	0	0	0	0
Engineering Technician I (SCA), 17-3029	350	365	383	399	420	1,917
Engineering Technician II (SCA), 17-3029	467	490	513	537	563	2,570
Engineering Technician III (SCA), 17-3029	350	365	383	399	420	1,917
Engineering Technician IV (SCA), 17-3029	350	365	383	399	420	1,917
General Clerk I (SCA), 43-9061	0	0	0	0	0	0
General Clerk II (SCA), 43-9061	0	0	0	0	0	0
General Clerk III (SCA), 43-9061	0	0	0	0	0	0
Shipping/Receiving Clerk (SCA), 43-5071	350	365	385	399	420	1,919
Technical Writer II (SCA), 27-3042	350	365	383	399	420	1,917
Telecommunications Mechanic I (SCA)	164	171	178	185	193	891
Telecommunications Mechanic II (SCA)	164	171	178	185	193	891
Truck Driver, Medium (SCA), 53-3033	350	365	383	399	420	1,917
Warehouse Specialist (SCA), 43-5071	0	0	0	0	420	420
<b>TOTAL</b>	<b>5,544</b>	<b>5,771</b>	<b>6,066</b>	<b>6,328</b>	<b>7,065</b>	<b>30,774</b>

Service Contract Labor Standards (SCA)

**Performance Based (CLINs 0007–0013) COMPLETION Contractor Off-Site Hours**

Labor Category	Work Yr I	Work Yr II	Work Yr III	Work Yr IV	Work Yr V	Total
Computer Hardware Engineer, Junior, 17-2061	0	0	0	0	0	0
Computer Hardware Engineer, Journeyman, 17-2061	0	0	0	0	0	0
<b>Computer Hardware Engineer, Senior, 17-2061 (KEY)</b>	0	0	0	0	0	0
Computer Network Architects, Junior, 15-1241	0	0	0	0	0	0
Computer Network Architects, Junior, 15-1241	0	0	0	0	0	0
Computer Network Architects, Junior, 15-1241	0	0	0	0	0	0



Computer Systems Analyst, Apprentice, 15-1211	0	0	0	0	0	0
Computer Systems Analyst, Junior, 15-1211	0	0	0	0	0	0
Computer Systems Analyst, Journeyman, 15-1211 Journeyman	355	352	372	389	1,877	1,877
Computer Systems Analyst, Senior, 15-1211	390	410	430	451	472	2,153
<b>Computer Systems Analyst, Senior, 15-1211 (KEY)</b>	0	0	0	0	0	0
Electrical Engineer, Apprentice, 17-2071	0	0	0	0	0	0
Electrical Engineer, Junior, 17-2071	0	0	0	0	0	0
Electrical Engineer, Journeyman, 17-2071	0	0	0	0	0	0
<b>Electrical Engineer, Senior, 17-2071 (KEY)</b>	0	0	0	0	0	0
Engineers, All Other (Systems Engineers), Apprentice, 17-2199	0	0	0	0	0	0
Engineers, All Other (Systems Engineers), Junior, 17-2199	340	352	372	389	409	1,862
Engineers, All Other (Systems Engineers), Journeyman, 17-2199	340	352	372	389	409	1,862
Engineers, All Other (Systems Engineers), Senior, 17-2199	0	0	0	0	0	0
<b>Engineers, All Other (Systems Engineers), Senior, 17-2199 (KEY)</b>	0	0	0	0	0	0
<b>General and Operations Managers (Program Manager), Senior, 11-1021 (KEY)</b>	182	189	196	204	212	983
General and Operations Managers (Project Manager), 11-1021, Senior	340	352	372	389	409	1,862
<b>General and Operations Managers (Project Manager), 11-1021, Senior (KEY)</b>	0	0	0	0	0	0
Logistician, Junior, 13-1081	0	0	0	0	0	0
Logistician, Journeyman, 13-1081	340	352	372	389	409	1,862
Logistician, Senior, 13-1081	340	352	372	389	409	1,862
Management Analyst (Configuration Management Analyst), Junior, 13-1111	0	0	0	0	0	0
Management Analyst (Configuration Management Analyst), Journeyman, 13-1111	340	352	372	389	409	1,862
<b>Management Analyst (Configuration Management Analyst), Journeyman, 13-1111 (KEY)</b>	0	0	0	0	0	0
Management Analyst (Configuration Management Analyst), Senior, 13-1111	0	0	0	0	0	0
Mechanical Engineer, Apprentice, 17-2141	0	0	0	0	0	0
Mechanical Engineer, Junior, 17-2141	0	0	0	0	0	0
Mechanical Engineer, Journeyman, 17-2141	0	0	0	0	0	0
Mechanical Engineer, Senior, 17-2141	0	0	0	0	0	0
Network and Computer Systems Administrators, Junior, 15-1244	0	0	0	0	0	0
Network and Computer Systems Administrators, Junior, 15-1244	0	0	0	0	0	0
Network and Computer Systems Administrators,	0	0	0	0	0	0

Junior, 15-1244						
Project Management Specialists, Junior, 13-1082	0	0	0	0	0	0
Project Management Specialists, Journeyman, 13-1082	340	352	372	389	409	1,862
Project Management Specialists, Senior, 13-1082	0	0	0	0	0	0
Cable Splicer (SCA), 49-9099	317	333	351	369	388	1,758
Computer Programmer II (SCA), 15-1251	0	0	0	0	0	0
Computer Programmer III (SCA), 15-1251	0	0	0	0	0	0
Drafter/CAD Operator I (SCA), 17-3012	0	0	0	0	0	0
Drafter/CAD Operator II (SCA), 17-3012	0	0	0	0	0	0
Drafter/CAD Operator III (SCA), 17-3012	0	0	0	0	0	0
Electronics Technician Maintenance II (SCA), 17-3023	0	0	0	0	0	0
Electronics Technician Maintenance III (SCA), 17-3023	0	0	0	0	0	0
Engineering Technician I (SCA), 17-3029	350	365	383	399	420	1,917
Engineering Technician II (SCA), 17-3029	465	487	509	532	557	2,550
Engineering Technician III (SCA), 17-3029	350	365	383	399	420	1,917
Engineering Technician IV (SCA), 17-3029	630	661	693	726	761	3,471
General Clerk I (SCA), 43-9061	1,160	1,215	1,272	1,332	1,395	6,374
General Clerk II (SCA), 43-9061	240	254	268	283	298	1,343
General Clerk III (SCA), 43-9061	240	254	268	283	298	1,343
Shipping/Receiving Clerk (SCA), 43-5071	630	661	694	726	761	3,472
Technical Writer II (SCA), 27-3042	350	365	383	399	420	1,917
Telecommunications Mechanic I (SCA), 49-2022	317	333	351	369	388	1,758
Telecommunications Mechanic I (SCA), 49-2022	317	333	351	369	388	1,758
Truck Driver, Medium (SCA), 53-3033	350	365	383	399	420	1,917
Warehouse Specialist (SCA), 43-5071	0	0	0	0	761	761
<b>TOTAL</b>	<b>9,023</b>	<b>9,406</b>	<b>9,891</b>	<b>10,352</b>	<b>11,631</b>	<b>50,303</b>

(SCA) Service Contract Labor Standards

### 3.5.2 Other Direct Costs (ODCs).

The Government's estimates for ODCs (unburdened), for the Prime and all Subcontractor efforts, are listed below.

Year	ODC Travel	ODC Material	Total ODC
Ordering Year 1	\$ 401,500.00	\$ 945,500.00	\$1,347,000.00
Ordering Year 2	\$ 424,000.00	\$1,005,600.00	\$1,429,600.00
Ordering Year 3	\$ 444,100.00	\$1,079,000.00	\$1,523,100.00
Ordering Year 4	\$ 469,400.00	\$1,149,300.00	\$1,618,700.00
Ordering Year 5	\$ 499,200.00	\$1,227,800.00	\$1,727,000.00
<b>TOTAL</b>	<b>\$2,238,200.00</b>	<b>\$5,407,200.00</b>	<b>\$7,645,400.00</b>

The Offeror shall utilize the estimated amounts provided by the Government for ODCs and include all applicable burdens. If it is the Offeror's accounting practice to apply (and invoice for) burdens with

regards to ODCs, then the Offeror shall propose the ODC amount plus the addition of the applicable burdens. If the Offeror chooses not to burden ODCs, then the Offeror shall propose an H-clause to establish that burdens will be unallowable for ODCs such as the one below, which will be included in the Contract award:

“OFFEROR NAME recognizes that INDIRECT COST is typically applied to ODCs in accordance with our accounting practices. However, OFFEROR NAME did not propose INDIRECT COST on ODCs at the time of proposal and, therefore, those costs are unallowable in the execution of this Contract and if invoiced will be subject to FAR 52.242-3 Penalties for Unallowable Costs.”

No fee shall be applied to ODCs.

- 3.5.3 **Total Compensation Plan:** The following labor categories within this RFP were determined by the Government to be “Professional” and, in accordance with FAR 22.1103 and FAR 52.222-46, require a Total Compensation Plan to be submitted by the Offeror and its Subcontractors proposing personnel in the labor categories identified below. Only the labor categories identified below will be used in the Government’s Total Compensation Plan evaluation:

Computer Hardware Engineers, Junior, 17-2061  
 Computer Hardware Engineers, Journeyman, 17-2061  
 Computer Hardware Engineers, Senior, 17-2061  
 Computer Network Architects, Junior, 15-1421  
 Computer Network Architects, Journeyman, 15-1421  
 Computer Network Architects, Senior, 15-1421  
 Computer Systems Analysts, Junior, 15-1211  
 Computer Systems Analysts, Journeyman, 15-1211  
 Computer Systems Analysts, Senior, 15-1211  
 Electrical Engineers, Junior, 17-2071  
 Electrical Engineers, Journeyman, 17-2071  
 Electrical Engineers, Senior, 17-2071  
 Engineers, All Other (Systems Engineer), Junior, 17-2199  
 Engineers, All Other (Systems Engineer), Journeyman, 17-2199  
 Engineers, All Other (Systems Engineer), Senior, 17-2199  
 General and Operations Managers (Program Manager), Senior, 11-1021  
 Mechanical Engineers, Junior, 17-2141  
 Mechanical Engineers, Journeyman, 17-2141  
 Mechanical Engineers, Senior, 17-2141  
 Network and Computer Systems Administrators, Junior, 15-1244  
 Network and Computer Systems Administrators, Journeyman, 15-1244  
 Network and Computer Systems Administrators, Senior, 15-1244

#### 3.5.4 **Incumbent Information**

The incumbent Contractor/Current Contract are as follows:

Contract Number: N00421-19-D-0002  
 The MIL Corporation  
 21660 Great Mills Road, Suite A  
 Lexington Park, MD 20653-4247

Subcontractors:  
 CACI Inc.  
 Chugach Information Technology, Inc.  
 Compliance Corporation  
 Deloitte Consulting LLP

Hexagon US Federal  
 J.F. Taylor Inc.  
 KAIROS  
 KBRWyle  
 Pax Aero Solutions, LLC  
 Sayres and Associates Corporation  
 Solute  
 The Charles Stark Draper Laboratory, Inc.  
 Viasat, Inc.

### 3.6 **Ground Rules and Assumptions**

- 3.6.1 As this is a competitive acquisition with adequate price competition anticipated, certified cost or pricing data in accordance with FAR 15.403-1 is not required. However, in the event that adequate price competition does not exist after receipt of proposals, the Government reserves the right to request additional cost or pricing data as necessary from both the Offeror and Subcontractors. Further, the Offeror may be required to provide a Certificate of Current Cost or Pricing Data prior to award, pursuant to FAR 15.406-2.

## 4.0 **VOLUME 4: SMALL BUSINESS**

To be eligible for award, the Offeror must adhere to the directions and submit the following information. No other format will be considered.

- 4.1 **Small Business Subcontracting Plan (Annex 3):** In accordance with FAR 19.7 and DFARS 219.7, the large business Offeror shall provide its Small Business Subcontracting Plan as Annex 3. The Plan goals shall meet or exceed the goals in the Small Business Participation Commitment Document (SBPCD) (paragraph 4.2 below). The Small Business Subcontracting Plan of the successful Offeror(s) will be reviewed and approved by the PCO prior to contract award. See FAR 19.702(a) (1) Statutory Requirements, regarding failure of the apparent successful Offeror to negotiate and submit a Subcontracting Plan acceptable to the Contracting Officer. The successful Offeror's approved Subcontracting Plan will be incorporated into the resultant contract.

Large Business Offerors are advised that while the Small Business Subcontracting Plan must be submitted to be eligible for award, the acceptability of the content of that plan is part of the responsibility determination assessment and not part of the evaluation.

- 4.2 **Small Business Participation Commitment Document (Attachment S1):** Each Offeror (both large and small businesses) shall complete *Attachment S1, Small Business Participation Commitment Document (SBPCD)* and submit it as a part of Volume 4 – Small Business.

For purposes of this RFP, the term “Small Business Socioeconomic Category” includes: Small Business, Small Disadvantaged Business (SDB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone), and Women-Owned Small Business (WOSB).

The SBPCD shall identify a minimum small business participation goal of no less than 10% of the total proposed Contract value and shall include the following minimum goals: SDB 5%, WOSB 2%, and SDVOSB 3%. Small business Offerors shall include themselves in addressing their strategies. This strategy is separate from, but shall be consistent with, the Small Business Subcontracting Plan, if such a plan is required.

If proposing less than 10% Small Business participation for this Contract, the Offeror shall provide a detailed explanation clearly supporting the rationale for doing so.

Upon Contract award, the SBPCD shall be incorporated into the Contract as an attachment in Section J.

#### CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.207-1	Notice Of Standard Competition	MAY 2006
52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	OCT 2020
52.233-2	Service Of Protest	SEP 2006
52.237-1	Site Visit	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
252.215-7008	Only One Offer	JUL 2019
252.215-7009	Proposal Adequacy Checklist	JAN 2014

#### CLAUSES INCORPORATED BY FULL TEXT

##### **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 [Attachment 07]; 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.

**5252.215-9503 ANTICIPATED AWARD DATE (NAVAIR)(FEB 1995)**

The anticipated award date for this requirement is **November 2023**. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

## Section M - Evaluation Factors for Award

**SECTION M****M – 1 EVALUATION FACTORS FOR AWARD (SERVICES) (JAN 2023)****PART A: GENERAL INFORMATION****1.0 GENERAL**

- 1.1 The Government expects to select one Offeror whose proposal offers the “best value” to the Government, using the trade-off method. "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit(s) in response to the requirement. The Offeror is advised that the lowest priced proposal meeting the solicitation requirements may not be selected for an award if award to a higher priced Offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher priced proposal must merit the additional price.
- 1.2 Although the Government may waive informalities and minor irregularities in proposals received, the failure to comply with terms and conditions of the RFP and the instructions detailed in Section L, Part A, paragraph 2.0, Proposal Format, and its subparagraphs and Section L, paragraph 3.0, Proposal Content and Volumes, and its subparagraphs, may adversely impact the Offeror's evaluation results, and could result in the Offeror being removed from consideration for award.
- 1.3 It is the Offeror's responsibility to draft a logical, unambiguous proposal that contains all pertinent information in sufficient detail so that Government evaluators are able to meaningfully evaluate the Offeror's proposed approach and cost/price.

**2.0 EVALUATION PROCESS**

- 2.1 In accordance with FAR 52.215-1, the Government intends to evaluate and award a contract without discussions with Offerors (except minor clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price or cost and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- 2.2 If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. All proposals will be evaluated for compliance with the terms, conditions, and requirements set forth in the solicitation. Failure to address each of the areas identified in Section L Part B, Specific Instructions, in the proposal may impact the resulting evaluation ratings and risk assessment.
- 2.3 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, significant 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.

2.4 Under Past Performance, the Government will evaluate recent performance to determine how well an Offeror has performed work similar to the work required by the solicitation. When proposals are received from joint ventures, 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.

2.5 For Small Business, the Government will evaluate Offeror's proposal for acceptability.

### **3.0 EVALUATION FACTORS FOR AWARD**

3.1 The Government will evaluate proposals using the factors and elements listed below.

1. TECHNICAL
  - a) Sample Tasks
  - b) Key Personnel
2. PAST PERFORMANCE
3. COST/PRICE
4. SMALL BUSINESS

3.2 Technical, Past Performance and Cost/Price factors are listed in descending order of importance. Technical and Past Performance factors, when combined, are significantly more important than Cost/Price. Cost/Price is not the most important evaluation factor, but its degree of importance will increase commensurably with the degree of equality among non-cost factors.

The Small Business factor, which will not be part of the trade-off analysis, will be evaluated for acceptability.

The two (2) Technical elements, Sample Tasks and Key Personnel, will not be separately rated.

## **PART B: EVALUATION SPECIFIC INFORMATION**

### **1.0 TECHNICAL EVALUATION METHODOLOGY**

1.1 The Offeror's Technical responses will be evaluated in terms of quality and relevance of information presented in response to this RFP, and the risk associated with the Offeror's approach. Additionally, the Offeror's Technical responses will be evaluated based on adherence to the instructions identified in Section L of this RFP and on the basis of the evaluation methodology herein.

1.2 Technical Elements: Basis of Evaluation

1.2.1 Sample Tasks: The Government will evaluate the Offeror's proposed approach to the Sample Tasks listed in Section L, Part C, paragraphs 1.1.1.1.1 to 1.1.1.1.3 within Attachment T1 to assess its demonstrated ability to meet requirements, adequacy of its approach, understanding of requirements, and perceived benefits and associated risks. There is no relative importance between the three (3) Sample Tasks. All three (3) Sample Tasks are weighted equally and will be evaluated as such. No individual rating will be assigned to this element.

1.2.2 Key Personnel: The Government will evaluate each Attachment T2 submission for Key Personnel to determine if they meet the minimum qualification requirements and document findings (defined in Section L, Part B, paragraph 1.2). In addition, labor qualifications for Key Personnel proposed that



exceed the minimum requirements in such areas as education, experience, and security clearance levels, may be considered strengths if the additional qualification(s) is/are advantageous to the Government. No individual rating will be assigned to this element.

- 1.3 The Government will assign one of the Combined Technical/Risk Factor ratings below to the Offeror's Technical elements based upon the Government's subjective assessment of each Offeror's proposal, including any strengths, significant strengths, weaknesses, significant weaknesses, and deficiencies assessed. However, ratings are merely guides to intelligent decision making. The basis for award will be made considering the totality of the evaluation and the relative order of importance as provided above.

<b>Table 2 – Combined Technical/Risk Factor Ratings</b>	
Rating	Description
Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.

Risk definitions, as they pertain to this RFP, are defined below.

<b>Table 3 – Risk Definitions</b>	
Low	Proposal may contain weakness/weaknesses which have low potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor emphasis and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may have a moderate potential to cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome any difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which are likely to have high potential to cause significant disruption of schedule, increased, cost, or degradation of performance. Special contractor emphasis and close Government monitoring will unlikely be able to overcome any difficulties.
Unacceptable	Proposal contains a deficiency or a combination of significant weaknesses that causes an unacceptable level of risk of unsuccessful performance.

#### 1.4 Definitions

**Strength:** 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.

**Significant Strength:** An aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.

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

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

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

**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 element may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

## 2.0 PAST PERFORMANCE EVALUATION METHODOLOGY

- 2.1 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 past performance being evaluated. Past performance will be considered recent if the contract/order has been performed within five years of the solicitation release date. Past Performance that is not recent will not be considered in the evaluation.
- 2.2 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. When evaluating the similarity of scope, complexity, and magnitude of the past performance to the current solicitation, the Government will focus on performance similar to SOW/PWS paragraphs 3.3.1, 3.3.2, and 3.3.3.
- 2.3 The third aspect of the past performance evaluation is to evaluate the overall quality of the recent relevant past performance. 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) Controlling contract cost;
  - 4) Managing the contracted effort (i.e., program management);
  - 5) Regulatory compliance;
  - 6) The demonstrated systemic improvement actions taken to resolve past problems; and
  - 7) Small Business Utilization.
- 2.4 A separate quality rating will not be assigned for each past performance referenced contract submitted; rather, the past performance confidence assessment rating will be based on the overall record of recency, relevancy, and quality of performance.
- 2.5 The Government will assign one of the Past Performance Relevancy Ratings in Table 4 based upon the Government's subjective assessment of the Offeror's, Subcontractor's, or JV member's response.
- 2.6 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.

<b>Table 4 - Past Performance Relevancy Rating</b>	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

2.7 Performance Confidence Assessment Ratings: 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, including Subcontractor's, recent and relevant past performance record.

2.8 The Government will employ the Performance Confidence Assessments Rating Method described in the table below. In the case of an Offeror, including Subcontractors, 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 past performance evaluation may not be either favorable or unfavorable. Therefore, the Offeror or Subcontractor shall be determined to have unknown or neutral past performance.

<b>Table 5 - Performance Confidence Assessment Rating</b>	
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.

## 2.9 Definitions

**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.

### 3.0 COST/PRICE EVALUATION METHODOLOGY

3.1 In evaluating the cost/price portion of each proposal -- the Offeror's *Attachment C1 - Cost Workbook* and *Attachment C2 - Cost/Price Narrative* -- cost realism of the Offeror's proposed cost will be considered. Cost realism analysis is the process of independently reviewing and evaluating specific elements of each Offeror's proposed cost to determine whether the estimated proposed cost is realistic for the work to be performed, reflects a clear understanding of the requirement, and is consistent with the unique methods of performance and materials described in the Offeror's Technical response.

#### 3.2 Cost Realism Analysis

The Government's cost realism analysis will be based on an analysis of the realism and completeness of the cost data, the traceability of the cost data, and submitted allocation of man-hours and labor mix for all periods of performance.

3.2.1 The Government will use cost realism analysis to determine the Most Probable Cost (MPC) for each Offeror's proposal as follows:

3.2.1.1 The higher value of any individual cost element will prevail if there are discrepancies within the Cost/Price Volume. Discrepancies may impact the Government's cost realism analysis of the Offeror's proposal or its eligibility for award.

3.2.1.2 Any discrepancies between the Offeror's proposed labor categories and/or hour allocation (per labor category and/or per site location) from the information specified by the Government may make the proposal ineligible for award, with no further evaluation of the Cost/Price proposal conducted by the Government.

3.2.2 In conducting its cost realism evaluation of proposed prospective hires, the Government will utilize the minimum rates derived using the methodology in Section L, Part B paragraph 3.3.1.1.2 and stated within the "Minimum Direct Labor Rates" worksheet of Attachment C1. The Government will utilize these rates in determining the Government's MPC. If the rate proposed for a specific labor category is below that of the rate on the "Minimum Direct Labor Rates" worksheet, the Government will adjust the proposed direct labor rate to meet that minimum rate. The Government will not make downward adjustments.

3.2.3 In conducting its cost realism evaluation of proposed current employees, the Government will utilize the payroll verification provided within Table 6 – Hourly Direct Labor Rates for Current Employees of Attachment C2 and may apply escalation annually to ensure the proposed rate is realistic based on the Offeror's application of escalation practices and the anticipated PoP start date of the Contract. The Government may make an upward adjustment to the proposed current employee rate, if the proposed current employee rate is less than the corresponding payroll and/or does not account for escalation that would occur, unless sufficient justification is provided. The upward adjustment would be to the payroll verified rate and adjusted to account for the application of escalation if necessary. The Government will not make downward adjustments.

3.2.4 If there is a discrepancy between the Subcontractor's fully burdened rates in the prime Contractor's C1 and the calculated fully burdened rates based on the Subcontractor's C1, the higher of the two fully burdened rates will be utilized for cost realism in establishing the Government's MPC.

3.2.5 Pertinent cost information including, but not limited to, DCAA-recommended rates for direct labor, overhead, General and Administrative (G&A), etc., as well as Offeror-specific historical indirect and escalation rate information, Bureau of Labor Statistics (BLS) Wage Data, and BLS Economic Cost Index (ECI) information, may be used to arrive at the Government determination of the MPC to be incurred in the performance of the anticipated Contract.

- 3.2.6 If proposed costs are considered to be unrealistic, including unrealistic labor and indirect rates, the Offeror's proposed costs may be adjusted upward by the Government to reflect more realistic costs. The Government will not make any downward adjustments. An evaluated cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's MPC. MPC is an Offeror's total cost associated with all cost reimbursement CLINs, including profit/fee, and any additional adjustments the Government has determined necessary to make the proposed cost realistic for all periods. The MPC may differ from the proposed cost. Contract awarded value, however, will be based upon the successful Offeror's proposed costs.
- 3.3 **Total Evaluated Price (TEP).** The total evaluated price is the sum of all CLIN(s) MPC. The higher of the TEP or proposed cost will be used for purposes of evaluation to determine the "best value." Contract awarded value, however, will be based upon the successful Offeror's proposed costs and fee.
- 3.4 **Price Analysis.** The Government will evaluate total proposed cost/price for price reasonableness. Normally, adequate price competition establishes price reasonableness. If adequate price competition exists, the Government will compare proposed prices to determine reasonableness. In limited situations, additional analysis will be required by the Government to determine reasonableness. If, after receipt of proposals, the Procuring Contracting Officer (PCO) determines that adequate price competition does not exist and a determination is made that none of the exceptions in FAR 15.403-1(b) apply, the Offeror may be required to provide certified cost and pricing data in accordance with FAR 15.403-4.
- In accordance with FAR 15.404-1(b)(2), various price analysis techniques and procedures will be employed to ensure the prices being proposed for this requirement are fair and reasonable. To assist in the overall determination of price reasonableness, NAVAIR has established a fully burdened annual labor rate ("tripwire") of \$300,000 applicable to procuring Services. As part of its evaluation, the Government will identify all instances where proposed fully burdened labor rates exceed the established tripwire. The fully burdened labor rate for any proposed Subcontractor labor will be calculated inclusive of all pass-through costs being applied by the Offeror (Prime). Any fully burdened labor rate exceeding the tripwire may ultimately be determined unreasonable absent justification.
- 3.5 **Total Compensation Plan.** The Government will evaluate the Offeror's Total Compensation Plan in accordance with FAR 52.222-46 Evaluation of Compensation for Professional Employees (FEB 1993).
- 3.6 **Service Contract Labor Standards.** The Government will evaluate the Offeror's compliance with minimum monetary wages and fringe benefits for service employees as specified in the Wage Determination (attached in Section J) and in accordance with FAR 52-22241 Service Contract Labor Standards.
- 4.0 **SMALL BUSINESS EVALUATION METHODOLOGY**
- 4.1 **Small Business Subcontracting Plan (large businesses only):** The Government will evaluate the acceptability of the Small Business Subcontracting Plan provided as Annex 3. The successful Offeror's approved Small Business Subcontracting Plan will be incorporated into the resultant Contract.
- 4.2 **Small Business Participation Commitment Document (SBPCD):** The Government will evaluate the acceptability of each Offeror's (large and small businesses) SBPCD as provided in Attachment S1. The Government will evaluate the extent of participation against the proposed total value of the acquisition. All Offerors and their Subcontractors will be evaluated on the extent of proposed participation/commitment to use small businesses in the performance of this Contract relative to the objectives and requirements established in this RFP, as well as its consistency with the proposed Small Business Subcontracting Plan, if such a Plan is required.
- 4.2.1 A proposed goal of Small Business participation less than 10% of the total proposal Contract value, without sufficient justification as to why, will receive a rating of "unacceptable."

- 4.2.2 The Government will assign one of the Small Business factor ratings in Table 6 based upon the Government's subjective assessment of each Offeror's and Subcontractor's response.

<b>Table 6 – Small Business Factor Ratings</b>	
Rating	Description
Acceptable	The SBPCD is accurate and complete; the proposal indicates an adequate approach and understanding of small business objectives.
Unacceptable	The SBPCD is inaccurate or incomplete; the proposal does not indicate an adequate approach and understanding of small business objectives.

- 4.2.3 If the Offeror is assigned an Unacceptable rating for the Small Business factor, the proposal shall be determined ineligible for award. The Small Business assessment rating of "acceptable" is required for a proposal to be eligible for award and is not part of the trade-off analysis.

#### CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

#### CLAUSES INCORPORATED BY FULL TEXT

##### **5252.215-9511 COST REALISM (OCT 2007) (NAVAIR)**

(a) All efforts proposed on a cost reimbursement basis shall be evaluated using cost realism. Cost realism analysis is conducted to determine what the Government should realistically expect to pay for the proposed effort, the offeror's understanding of the work and the offeror's ability to perform the work. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs may be considered a reflection of a lack of understanding of the work required and may be considered in the technical analysis, which could affect the technical rating or risk assessment.

(b) An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost/price should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb certain costs, the offeror shall fully identify and explain those company investments. The resulting contract shall include a clause indicating that those costs will not be allowable.

(c) Any significant inconsistency if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and its financial ability to perform the contract, and may affect risk assessments and responsibility determinations.