

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING S1		PAGE 1 OF 75 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. N6134023R0058		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 17 Apr 2023		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAWCTSD PROCUREMENT GROUP GT27000 12211 SCIENCE DR ORLANDO FL 32826-3224				CODE N61340		8. ADDRESS OFFER TO (If other than Item 7) See Item 7					
TEL: FAX:						TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>PIEE Solicitation Module</u> until <u>02:00 PM</u> local time <u>26 May 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			
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		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)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM			
						(4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY					
						CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA		28. AWARD DATE			
TEL: EMAIL:						(Signature of Contracting Officer)					

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization FFP Mobilization period will be awarded as either 1 or 2 months. Unit price is per month, per site and will be populated in the table B2. At time of award a determination will be made if 1 or 2 months mobilization is required. Sites will be priced separately in the resulting task order based on the unit price in table B2. FOB: Destination J069	1	Lot		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	LOE Labor O&M,N CPFF NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination J069				
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	LOE Labor APN CPFF FOB: Destination J069				
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Emerging Projects non-APN FFP FOB: Destination J069				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Emerging Projects APN FFP FOB: Destination J069				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1005	Base Period ODC COST FOB: Destination J069				
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				ESTIMATED COST	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1006	Technical Data CLIN FFP FOB: Destination J069	1	Lot		
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				NET AMT	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2001 OPTION	LOE Labor O&M,N CPFF FOB: Destination J069				
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				ESTIMATED COST FIXED FEE	
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				TOTAL EST COST + FEE	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	LOE Labor APN CPFF FOB: Destination J069				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Emerging Projects non-APN FFP FOB: Destination J069				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Emerging Projects APN FFP FOB: Destination J069				
				NET AMT	

[illegible]

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

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

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

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

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

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

SECTION B NOTES

B.1 ACRONYMS

The following definitions are provided for acronyms/symbols that may be used in this document:

ACO	Administrative Contracting Officer
ACOR	Alternate Contracting Officer Representative
ACRN	Accounting Classification Reference Number
AMSDL	Acquisition Management System and Data Requirements Control List
AMT	Amount
ANC	Alaska Native Corporation
CAF	Contract Access Fee
CAGE	Commercial and Government Entity
CBA	Collective Bargaining Agreement
CCR	Central Contractor Registration
CDRL	Contract Data Requirements List (DD Form 1423)
CD-ROM	Compact Disc – Read-Only Memory
CLIN	Contract Line Item Number
COR	Contracting Officer's Representative
COST	Cost Reimbursable
CPARS	Contractor Performance Assessment Reporting System
CPFF	Cost plus fixed fee
CS	Contract Specialist
CSD	Contract Start Date
DIDs	Data Item Descriptions
DOD	Department of Defense
DODAAC	Department of Defense Address Activity Code
DOL	Department of Labor
DON	Department of Navy
DUNS	Data Universal Numbering System
EST	Estimated
EST	Eastern Standard Time
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price

FTR	Federal Travel Regulations
FY	Fiscal Year
G&A	General and Administrative
GFP	Government Furnished Property
HR	Hour
HUBZones	Historically Underutilized Business Zones
IA	Information Assurance
IAW	In Accordance With
IDV	Indefinite Delivery Vehicle
ID/IQ	Indefinite Delivery/Indefinite Quantity
ID/IQC	Indefinite Delivery/Indefinite Quantity Contract
IPT	Integrated Procurement Team
ISD	Instructional Systems Development
ISE	In-Service Engineer
ISEO	In-Service Engineering Office
IT	Information Technology
ITAR	International Traffic in Arms Regulations
JTR	Joint Travel Regulation
LH	Labor hour
LO	Lot
MAC	Multiple Award Contract
MO	Month
MOB	Mobilization
MSD	Mobilization Start Date
MSDS	Material Safety Data Sheet
N/A	Not Applicable
NAICS	North American Industry Classification System
NAF	Naval Air Facility
NAS	Naval Air Station
NAVAIR	Naval Air Systems Command
NAWCTSD	Naval Air Warfare Center Training Systems Division
NMCI	Navy Marine Corps Intranet
NDI	Non-developmental item
NLRB	National Labor Relations Board
NS	Naval Station
NSP	Not Separately Priced
NTE	Not to Exceed
OAWR	Over and Above Work Request
OCI	Organizational Conflict of Interest
ODC	Other Direct Cost
O&M	Operations and Maintenance
OEM	Original Equipment Manufacturer
OFCCP	Office of Federal Contract Compliance Programs
QASP	Quality Assurance Surveillance Plan
QTR	Quarter
PBW	Price Breakout Worksheet
PCO	Procuring Contracting Officer
PEW	Price Evaluation Worksheet
PG	Page
PJM	Project Manager
POC	Point of Contact
PRST	Performance Requirements Summary Table
PST	Pacific Standard Time
QA	Quality Assurance
QTY	Quantity

REQ	Required
RFP	Request for Proposals
RPRT	Report
S/N	Serial Number
SAAR	Systems Authorization Access Request
SBA	Small Business Administration
SBC	Small Business Concern
SCA	Service Contract Act
SE	Systems Engineering
SLIN	Sub-contract Line Item Number
SOW	Statement of Work
SS	Supply Support
SWMFTS	Software Maintenance of Fielded Training Systems
TBD	To Be Determined
TBN	To Be Negotiated (For Purposes of the Basic Contract)
TD	Technical Directive
TDR	Training Device Relocation
TDV	Technical Data Verification
TECH	Technician
T&M	Time-and-Material
TO	Task Order
TOM	Task Order Manager
TPOC	Technical Point of Contact
TSDM	Training System Device Modifications
TSM	Training Systems Management
UDIDs	Unique Data Item Descriptions
UIC	Unit Identification Code
WAWF	Wide Area Work Flow
WD	Wage Determination

B.2 MOBILIZATION

CLIN 0001 is Firm Fixed Price Mobilization for the following sites:

Location	FFP monthly unit price
Whidbey Island, WA	
Jacksonville, FL	
Mayport, FL	
Orlando, FL	
Norfolk, VA	
Cherry Point, NC	
Beaufort, SC	
North Island, CA	
San Diego, CA	
Miramar, CA	
Camp Pendleton, CA	
Point Mugu, CA	
Fallon, NV	
Pensacola, FL	

Corpus Christi, TX	
Fort Worth, TX	
Kingsville, TX	
Newport, RI	
Iwakuni, Japan	

B.3 STREAMLINED ORDERING FOR COST-PLUS FIXED FEE TERM LOE ORDERS

LOE Orders will be issued under this contract using the following streamlined ordering procedures:

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

	BASE PERIOD					OPTION PERIOD	
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Whidbey							
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Jacksonville							
Software Engineer, Senior	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Journey Level	\$	\$	\$	\$	\$	\$	\$
Technical Writer III	\$	\$	\$	\$	\$	\$	
System Administrator, Senior	\$	\$	\$	\$	\$	\$	\$
Supply Technician	\$	\$	\$	\$	\$	\$	\$

Drafter/CAD Operator, Journey Level	\$	\$	\$	\$	\$	\$	\$
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Information Assurance Analyst	\$	\$	\$	\$	\$	\$	\$
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Mayport							
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Orlando							
Hardware Engineer, Junior	\$	\$	\$	\$	\$	\$	\$
Norfolk							
Software Engineer, Senior	\$	\$	\$	\$	\$	\$	\$
Electronics Technician Maintenance III	\$	\$	\$	\$	\$	\$	\$
System Administrator, Senior	\$	\$	\$	\$	\$	\$	\$
Technical Writer II	\$	\$	\$	\$	\$	\$	\$
Information Assurance Analyst	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Senior	\$	\$	\$	\$	\$	\$	\$
Electronics Technician Maintenance III	\$	\$	\$	\$	\$	\$	\$
Documentation Specialist	\$	\$	\$	\$	\$	\$	\$
Electronics Technician Maintenance III	\$	\$	\$	\$	\$	\$	\$
Electronics Technician Maintenance III	\$	\$	\$	\$	\$	\$	\$
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Cherry Point							
Software Engineer, Senior	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Journey Level	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Junior	\$	\$	\$	\$	\$	\$	\$
System Administrator, Senior	\$	\$	\$	\$	\$	\$	\$
Documentation Specialist	\$	\$	\$	\$	\$	\$	\$
Computer Scientist	\$	\$	\$	\$	\$	\$	\$
Engineer/Scientist, Junior	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Journey Level	\$	\$	\$	\$	\$	\$	\$
Technical Writer II	\$	\$	\$	\$	\$	\$	\$
System Administrator, Senior	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Journey Level	\$	\$	\$	\$	\$	\$	\$
Technical Writer II	\$	\$	\$	\$	\$	\$	\$
System Administrator, Senior	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Journey Level	\$	\$	\$	\$	\$	\$	\$
System Administrator, Senior	\$	\$	\$	\$	\$	\$	\$
Beaufort							
System Administrator, Senior	\$	\$	\$	\$	\$	\$	\$
System Administrator, Senior	\$	\$	\$	\$	\$	\$	\$

North Island							
Software Engineer, Journey Level	\$	\$	\$	\$	\$	\$	\$
Systems Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Journey Level	\$	\$	\$	\$	\$	\$	\$
Systems Analyst, Senior	\$	\$	\$	\$	\$	\$	
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
San Diego							
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
System Administrator, Junior	\$	\$	\$	\$	\$	\$	\$
Electronics Technician Maintenance III	\$	\$	\$	\$	\$	\$	\$
Miramar							
Network Engineer	\$	\$	\$	\$	\$	\$	\$
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Camp Pendleton							
Software Engineer, Journey Level	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Journey Level	\$	\$	\$	\$	\$	\$	\$
Point Mugu							
Software Engineer, Senior	\$	\$	\$	\$	\$	\$	\$
Pensacola							
Software Engineer, Senior	\$	\$	\$	\$	\$	\$	\$
Electronics Technician Maintenance III	\$	\$	\$	\$	\$	\$	\$
Documentation Specialist	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Senior	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Journey Level	\$	\$	\$	\$	\$	\$	\$
Corpus Christi							
Software Engineer, Junior	\$	\$	\$	\$	\$	\$	\$
Fallon							
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Ft. Worth							
Software Engineer, Journey Level	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Journey Level	\$	\$	\$	\$	\$	\$	\$
Kingsville							
Software Engineer, Senior	\$	\$	\$	\$	\$	\$	\$
Newport							
Electronics Technician Maintenance III	\$	\$	\$	\$	\$	\$	\$
Supply Technician	\$	\$	\$	\$	\$	\$	\$

Iwakuni, Japan							
System Administrator, Senior	\$	\$	\$	\$	\$	\$	\$
System Administrator, Senior	\$	\$	\$	\$	\$	\$	\$

Section C - Descriptions and Specifications

C.1 CLIN DESCRIPTIONS

Section C - Descriptions and Specifications

C.1 CLIN DESCRIPTIONS

CLIN 0001 Mobilization – An informational Contract Line Item Number (CLIN) with priced Sub-Line Item Numbers (SLINs) will be utilized for the mobilization period. The mobilization line items will be issued as Firm-Fixed-Price SLINs for each site in the initial Task Order (TO). The mobilization period begins 60 days prior to the Contract Start Date (CSD). The contractor shall use this period to hire and train personnel, obtain appropriate personnel security clearances, obtain base and building entry passes, and be prepared to begin contract execution on the CSD. See Statement of Work (SOW), paragraphs 4.3 and 4.4.

CLINs 1001, 1002, 2001 and 2002 Level of Effort (LOE) Labor - The CLINs for LOE Labor are Cost-Plus-Fixed-Fee CLINs. The contractor shall provide labor as identified in the SOW (Attachment J-1), paragraphs 3.1, 3.2, and sub paragraphs 3.3, and 3.4 and subparagraphs. Labor, indirect costs, and fee apply to these CLINs. Individual task orders will identify specific labor categories and hours.

CLINs 1003, 1004, 2003, and 2004 Emerging Projects - The CLINs for Emerging Projects are Firm-Fixed-Priced CLINs. The contractor shall provide CSS labor as identified in the SOW (Attachment J-1), paragraph 3.5. Individual task orders will FFP and inclusive of all costs.

CLINs 1005 and 2005 Other Direct Cost - All travel, material and other direct costs as identified in SOW (Attachment J-1), paragraphs 4.10 and 5.2 are included in these CLINs. Travel and material shall be charged and reimbursed at cost only, no fee, and apply to LOE CLINs/SLINs only.

CLINs 1006 and 2006 Technical Data - All Contract Data Requirements List (CDRL) deliverables shall be Not Separately Priced (NSP), and delivered in accordance with the specific CDRL Exhibit as specified in individual TOs.

All SOW paragraphs not specifically cited above are generally applicable to all CLINs.

C-TXT-SCR SERVICE CONTRACT REP

Services Contract Reporting (SCR) requirements apply to this contract. The contractor shall report required SCR data fields using the SCR section of the System for Award Management (SAM) at following web address:

<https://sam.gov/SAM/> .

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

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 1005 and 2005

(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 \$250,000 "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) 1005 and 2005 of this contract are subject to the following review and/or approval procedures:

(1) Approval Authorities.

<u>Notification Only (No Approval Required)</u>	<u>Contracting Officer Representative (COR) Approval</u>	<u>COR and Contracting Officer Approval</u>
Items listed in para. (c), excluding sole source procurements and software licenses, with a <u>total cost of less than or equal to the micro-purchase threshold (FAR 2.101)</u>	Items listed in para. (c), excluding sole source procurements and software licenses, with a <u>total cost greater than the micro-purchase threshold (FAR 2.101) but less than or equal to \$250,000 "the SAT (FAR 2.101)"</u> .	Items listed in para. (c) with a <u>total cost greater than \$250,000 "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:

Material, if any, will be identified in individual task orders. See SOW paragraph 5.2.

Section D - Packaging and Marking

D.1

Additional packaging and marking requirements will be identified in individual orders.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9503 MARKING OF WARRANTED ITEMS (NAVAIR) (OCT 2005)

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage, and MIL-STD-130, Identification Marking of U.S. Military Property, current at the date of award. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Each item covered by a warranty shall have a written notice attached to or furnished with the warranted item, and marked with the following:

- (1) National stock number or manufacturer's part number.
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items).
- (3) Contract number.
- (4) Indication that a warranty applies.
- (5) Manufacturer or entity (if other than the contractor) providing the warranty.
- (6) Date or time when the warranty expires.
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

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

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

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

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

Section E - Inspection and Acceptance

E.1

Additional Inspection and Acceptance Terms will be specified in individual orders.

E.2**GOVERNMENT SURVEILLANCE ACTIVITY CHECKLIST (SAC)**

The Surveillance Activity Checklist (SAC), Attachment J-3, is a Government-developed and applied document used to measure the systematic quality assurance assessment methods that are used in the administration of the Statement of Work (SOW). The intent is to ensure that the Government receives the quality of services and products for tasks identified in the Task Order Software Maintenance of Fielded Training Systems SOW.

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
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government

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 COR.

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

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report.

Section F - Deliveries or Performance

F.1

The current known sites are listed below. Sites may be added or removed during performance.

Whidbey Island, WA
 Jacksonville, FL
 Mayport, FL
 Orlando, FL
 Norfolk, VA
 Cherry Point, NC
 Beaufort, SC
 North Island, CA
 San Diego, CA
 Miramar, CA
 Camp Pendleton, CA
 Point Mugu, CA
 Fallon, NV
 Pensacola, FL
 Corpus Christi, TX
 Fort Worth, TX
 Kingsville, TX
 Newport, RI
 Iwakuni, Japan

Deliveries information listed below is the ordering period.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-SEP-2023 TO 31-OCT-2023	N/A	N/A FOB: Destination	
1001	POP 01-NOV-2023 TO 31-OCT-2028	N/A	N/A FOB: Destination	
1002	POP 01-NOV-2023 TO 31-OCT-2028	N/A	N/A FOB: Destination	
1003	POP 01-NOV-2023 TO 31-OCT-2028	N/A	N/A FOB: Destination	

1004	POP 01-NOV-2023 TO 31-OCT-2028	N/A	N/A FOB: Destination
1005	POP 01-NOV-2023 TO 31-OCT-2028	N/A	N/A FOB: Destination
1006	POP 01-NOV-2023 TO 31-OCT-2028	N/A	N/A FOB: Destination
2001	POP 01-NOV-2028 TO 31-OCT-2030	N/A	N/A FOB: Destination
2002	POP 01-NOV-2028 TO 31-OCT-2030	N/A	N/A FOB: Destination
2003	POP 01-NOV-2028 TO 31-OCT-2030	N/A	N/A FOB: Destination
2004	POP 01-NOV-2028 TO 31-OCT-2030	N/A	N/A FOB: Destination
2005	POP 01-NOV-2028 TO 31-OCT-2030	N/A	N/A FOB: Destination
2006	POP 01-NOV-2028 TO 31-OCT-2030	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The contract shall commence on [Date to be inserted at time of AWARD] continue [through 60 months. Actual date will be inserted at time of award]. However, the period of performance may be extended in accordance with the option provisions contained herein.

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

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 [B], 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 GT 27000.
- (2) ACO, Code TBD at time of contract award.

(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: Specific address distribution will be provided at the order level.

Section G - Contract Administration Data

G.1

Accounting and Appropriation Data will be provided in individual orders.

Contract Administration Data will be provided in individual orders.

Unique payment instructions will be provided in individual orders.

G.2

Allowable Burden Rate for Other Direct Costs (ODC). The fixed burden rate for life of the contract, including option ordering periods, is ____%. This rate is not subject to change and shall be applied to all ODCs on any order issued under the contract. The costs of any burden rate over the rate stated herein shall be unallowable.

CLAUSES INCORPORATED BY REFERENCE

252.204-7006

Billing Instructions

OCT 2005

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.

TO BE COMPLETED IN INDIVIDUAL FIRM-FIXED-PRICE ORDER

(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.

TO BE COMPLETED IN INDIVIDUAL FIRM-FIXED-PRICE ORDER

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

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	N61340
Admin DoDAAC**	N61340
Inspect By DoDAAC	N61340
Ship To Code	N61340
Ship From Code	N61340

Mark For Code	N61340
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

(*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.

Mr. Johnny W. Truett, email: johnny.w.truett.civ@us.navy.mil, phone: 252-466-5961 - Acceptor

Mr. Ruben Bermudez, email: ruben.bermudez1.civ@us.navy.mil, phone: 407-380-8387 - Acceptor

Mr. Levi Alexander, email: levi.m.alexander.civ@us.navy.mil, phone: 407-380-8667 - View Only

(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 the dollars per hour (based on the total fixed fee divided by the total level of effort in hours). Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment," and 52.216-8, "Fixed Fee."

Period	Fixed Fee	Hours	Fee Per Hour
Base	XXXX	1,198,176	XXXX

(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.

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

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

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

ITEM(S) ALLOTED TO FIXED FEE
[insert CLIN] \$[TBD]

As specified in the individual orders.

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

PERIOD OF
 ITEM(S) ALLOTED TO COST PERFORMANCE
[insert CLIN] \$[TBD] [insert period]

As specified in the individual orders.

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

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

(a) The Contracting Officer has designated [TBD] as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities:[].

(b) The effective period of the COR designation is [1 November 2023 to 31 October 2028]

GTXT-0001 PAYMENT INSTRUCTIONS (APR 2018)

FOR GOVERNMENT USE ONLY					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions— Commercial Items	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently

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

					available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

Section H - Special Contract Requirements

H.1**CONTRACTOR PERSONNEL PERFORMING AT MARINE CORPS AIR STATION (MCAS) IWAKUNI, JAPAN**

1) The contractor shall apply to Commander, US Forces Japan (COMUSJAPAN) for status as a US Official Contractor in accordance with the USFJ Policy Letter 64-102 and the United States-Japan Status of Forces Agreement (SOFA) Attachments J-6. Once SOFA status is obtained, the following on-base logistical support may be provided, subject to approval by the installation command, to certified contractor employees performing at MCAS IWAKUNI, JAPAN:

i) Department of Defense (DoD) Instruction 1000.13, "Identification (ID) Cards for Members of the Uniformed Services, Their dependents, and Other Eligible Individuals", prescribes the privileges service commanders may grant to eligible individuals. DODI 1000.13, paragraph 6.2.5.13.2 covers certified civilian employees of US Official Contractors. The SOFA Article XIV entitles certified contractor employees performing work on DoD contracts at U.S. Military Installations in Japan to receive the benefits and privileges prescribed.

ii) Certified contractor employees may be accorded the same privileges as a Company Grade Officer with regards to commissary; morale, welfare, and recreation (MWR); exchange; BOQ accommodations; local transportation; messing; APO address; and military logistical support. These privileges may only be granted when it is within the capability of the servicing organization. The granting of these privileges shall not impair the military mission.

iii) Certified contractor employees may receive medical services at on-base medical facilities on a reimbursable basis. The contractor or contractor employee is responsible for reimbursing the Government for the full cost for the use of these services.

iv) If space is available, dependents of certified contractor employees may be granted access to DoD Schools on a reimbursable basis at the cost of the contractor.

v) The Service Commander is responsible for issuing DD Form 1173, "Uniformed Services Identification and Privilege Card." Service Commanders are not authorized to grant benefits not prescribed in DODI 1000.13.

vi) Dependents of certified contractor employees of Contractors certified under Article XIV of the Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the United States and Japan (SOFA) shall be issued DD Form 1173 as prescribed in DODI 1000.13. This form shall limit access to military installations and those facilities that may be accessed on a no-fee basis, including exercise and recreation facilities.

2) Service Commanders may deny any privilege indicated when base support facilities cannot handle the burden imposed. Uniformed Service Members, US Government Civilian personnel, and their dependents shall take precedence over certified contractor employees for access to base support facilities.

3) Any reimbursement to the Government shall be made direct to the local facility. Such reimbursement shall not be made under any line item under this contract. Denial of any privilege identified herein, shall not entitle the contractor to an equitable adjustment in contract price.

CLAUSES INCORPORATED BY REFERENCE

5252.216-9512 PAPERLESS CONTRACTING

JUN 2009

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

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

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

5252.216-9506 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 the **1000 hours**; the maximum quantity is **1,198,176 hours, unless there is an increase due to exercised options.**

5252.216-9534 TASK ORDER PROCEDURES (NAVAIR)(OCT 2005)

(a) The following activity (ies) or individual(s) is/are designated as Ordering Officer(s):

Any Ordering Officer designated for N61340*

The above activity (ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may only be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each requirement. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.

- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. For task orders with an estimated value of greater than **\$25M** the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (ii) overtime hours by labor category,
- (iii) proposed completion or delivery dates,
- (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (v) dollar amount and type of any proposed subcontracts, and
- (vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

- (i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.
- (ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:
 - (A) notify the Ordering Officer immediately,
 - (B) submit a proposal for the work requested in the task order,
 - (C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation **paragraphs (b) and (c) of FAR Clause 52.232-20, Limitation of Cost** or **paragraph (c) of FAR Clause 52.232-22, "Limitation of Funds"** are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within **10** working days of the oral order. Not applicable to this contract.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within **10** working days from the time of the oral communication amending the order.)

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

(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.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-1	Approval of Contract	DEC 1989
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.207-4	Economic Purchase Quantity-Supplies	AUG 1987
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.211-5	Material Requirements	AUG 2000
52.211-8	Time of Delivery	JUN 1997
52.211-9	Desired and Required Time of Delivery	JUN 1997

52.211-17	Delivery of Excess Quantities	SEP 1989
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV 2021
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.216-1	Type Of Contract	APR 1984
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
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2021-O0008)	FEB 2023
52.219-28	Post-Award Small Business Program Rerepresentation	MAR 2023
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	DEC 2022
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	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
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013

52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-13	Notice Of Progress Payments	APR 1984
52.232-16	Progress Payments	NOV 2021
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-29	Terms for Financing of Purchases of Commercial Products and Commercial Services	NOV 2021
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	JUL 2013
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	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	DEC 2022
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-17	Government Delay Of Work	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services	MAR 2023
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.246-26	Reporting Nonconforming Items.	NOV 2021
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-67	Submission Of Transportation Documents For Audit	FEB 2006

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.250-1	Indemnification Under Public Law 85-804	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-4	Alterations in Contract	APR 1984
52.252-6	Authorized Deviations In Clauses	NOV 2020
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 2022
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	JAN 2023
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
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	MAY 2016
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 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7023	Reporting Requirements for Contracted Services.	JUL 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.206-7000	Domestic Source Restriction	DEC 2022
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7003	Item Unique Identification and Valuation	JAN 2023
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7004	Requirement for Submission of Data Other Than Certified Cost or Pricing Data--Modifications-Canadian Commercial Corporation.	OCT 2013
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	JAN 2023
252.215-7016	Notification to Offerors--Postaward Debriefings	DEC 2022
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
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.223-7998 (Dev)	Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid (DEVIATION 2022-O0010)	SEP 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
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7054	Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation	JAN 2023
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	AUG 2022
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	JAN 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JAN 2023
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-00015)	MAY 2020
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7011	Payments in Support of Emergencies and Contingency Operations	MAY 2013
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from time of award through 60 months unless options are exercised extending the ordering period. Actual dates will be inserted at time of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict

between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

***Applicable at the Task Order Level.**

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 **30 days**; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30** days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **7 years and 2 months**.

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
<u>30462 – Technical Writer II</u>	<u>WD for each site</u>
<u>30463 – Technical Writer III</u>	<u>WD for each site</u>
<u>30060 – Drafter/CAD Operator II</u>	<u>WD for each site</u>
<u>01410 – Supply Technician</u>	<u>WD for each site</u>
<u>23183 – Electronics Technician Maintenance III</u>	<u>WD for each site</u>
<u>01070 – Documentation Preparation Clerk</u>	<u>WD for each site</u>

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:

As applicable

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

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

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

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

To be completed at time of award, if applicable.

(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)

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 **sites identified in the Statement of Work**. Entrance is authorized by this contract as a result of tasks associated with performance of the **Statement of Work**. 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 the **COR** for each respective site. All losses are to have the permanent badges returned to the **COR** on the last day of the individual's task requirement.

Clause 52.216-11 Cost Contract – No Fee APR 1984 applies to ODC CLINs 1005 and 2005 only.

Section J - List of Documents, Exhibits and Other Attachments

SECTION J ATTACHMENTS

Attachment	Description	Date
J-1	Statement of Work for Software Maintenance of Fielded Training Systems Statement of Work	3/9/2023
J-2	DD 254 Plan	10/31/2022
J-3	Surveillance Activity Checklist	3/9/2023
J-4	Data Item Transmittal	1/31/2023
J-5	Funded Level of Effort Spreadsheet	To be completed with each individual Order and shall be a continuous running total of all orders.
J-6	Special Measures Agreement with Japan	1/7/2022
J-7	CDRL Address List	
J-8	Department of Labor Service Contract Labor Standards Wage Determinations	N/A
J-8(a)	WD 15-4089, Rev-22, Newport, RI	12/27/2022
J-8(b)	WD 15-4341, Rev-22, Norfolk, VA	12/2/2022
J-8(c)	WD 15-4539, Rev-20, Jacksonville, FL	12/27/2022
J-8(d)	WD 15-4561, Rev-22, Pensacola, FL	12/27/2022
J-8(e)	WD 15-5475, Rev-19, Yuma, AZ	12/27/2022
J-8(f)	WD 15-5547, Rev-21 Whidbey Island, WA	12/27/2022
J-8(g)	WD 15-5635, Rev-21 North Island and Camp Pendleton, CA	12/27/2022
J-8(h)	WD 15-5781, Rev-20, Cherry Point, NC	12/27/2022
Exhibit B	CDRL B001	3/8/2023
Exhibit B	CDRL B002	3/8/2023
Exhibit B	CDRL B003	3/8/2023

RFP Attachments

Attachment L-T1	Security FCL Verification Worksheet
Attachment L-T2	Technical Experience
Attachment L-P1	Past Performance Summary Tables
Attachment L-P2	Past Performance Contract Data (PP-1)
Attachment L-P3	Past Performance Questionnaire
Attachment L-C1	Pricing Worksheet
Attachment L-Q1	Question Response Tracker

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-3	Taxpayer Identification	OCT 1998
52.204-17	Ownership or Control of Offeror	AUG 2020
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-5	Certification Regarding Responsibility Matters	AUG 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.209-12	Certification Regarding Tax Matters	OCT 2020
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.222-48	Exemption from Application of Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification	MAY 2014
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.230-1	Cost Accounting Standards Notices And Certification	JUN 2020
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
52.234-3	Notice of Earned Value Management System - Postaward Integrated Baseline Review	NOV 2016
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	DEC 2022
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2020
252.225-7042	Authorization to Perform	APR 2003
252.225-7053	Representation Regarding Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation	AUG 2021

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541511.

(2) The small business size standard is \$34,000,000.00.

(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, or 150 employees for information technology value-added resellers under NAICS code 541519, 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 II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

X (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).

X (vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

X (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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (DEVIATION 2023-O0002) (MAR 2023)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

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 (b) of this provision.

(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.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$850,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the

United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is [541511].

(2) The small business size standard is [34,000,000].

(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 (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, 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.

(c) Representations.

(1) The offeror represents as part of its offer that—

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

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

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer 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 offeror represents as part of its offer that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror 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 offeror represents as part of its offer that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that

(i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or

(ii) It [____] is, [____] is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Notice. Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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

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

Person--

(1) Means--

(i) A natural person;

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

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

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

Sensitive technology--

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

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

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

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

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

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

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

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

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

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

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

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

(End of provision)

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.]

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

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

X (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.

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

X (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.

X (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)

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.213-7000 NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF SUPPLIER PERFORMANCE RISK SYSTEM IN PAST PERFORMANCE EVALUATIONS (SEP 2019)

(a) The Supplier Performance Risk System (SPSR) application (<https://www.sprs.csd.disa.mil>) will be used in the evaluation of suppliers' past performance in accordance with DFARS 213.106-2(b)(i).

(b) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The SPRS application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies being purchased.

(c) The quality and delivery classifications identified for a supplier in SPRS will be used by the contracting officer to evaluate a supplier's past performance in conjunction with the supplier's references (if requested) and other provisions of this solicitation under the past performance evaluation factor. The Government reserves the right to award to the supplier whose quotation or offer represents the best value to the Government.

(d) SPRS classifications are generated monthly for each contractor and can be reviewed by following the access instructions in the SPRS User's Manual found at <https://www.sprs.csd.disa.mil/reference.htm>. Contractors are granted access to SPRS for their own classifications only. Suppliers are encouraged to review their own classifications, the SPRS reporting procedures and classification methodology detailed in the SPRS User's Manual, and SPRS Evaluation Criteria available from the references at https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf. The method to challenge a rating generated by SPRS is provided in the User's Manual.

(End of provision)

252.232-7015 PERFORMANCE-BASED PAYMENTS--REPRESENTATION (DEC 2022)

(a) In accordance with 10 U.S.C. 3802(c), the Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.

(b) The Offeror represents that its financial statements are [] are not [] in compliance with Generally Accepted Accounting Principles.

(End of provision)

252.232-7016 NOTICE OF PROGRESS PAYMENTS OR PERFORMANCE-BASED PAYMENTS (APR 2020)

(a) The need for customary progress payments in accordance with subpart 32.5 of the Federal Acquisition Regulation (FAR) or performance-based payments in accordance with FAR subpart 32.10 will not be considered as a handicap or adverse factor in the award of the contract.

(b) This solicitation includes a FAR and Defense Federal Acquisition Regulation Supplement (DFARS) clause for performance-based payments and a FAR clause for progress payments. The resultant contract will include either performance-based payments or progress payments, not both, except as may be authorized on separate orders subject to FAR 32.1003(c).

(1) The performance-based payments clauses will be included in the contract if--

(i) The Offeror has provided positive representation in response to DFARS 252.232-7015, Performance-Based Payments--Representation;

(ii) The Offeror proposes a performance-based payment arrangement in accordance with FAR 52.232-28, Invitation to Propose Performance-Based Payments, including proposed events and timing, event completion criteria, event values, and expected expenditure profile; and

(iii) The Offeror and the Government reach agreement on all aspects of the arrangement.

(2) If performance-based payments clauses are not included in the resultant contract, the progress payments clause included in this solicitation will be included in any resultant contract, modified or altered if necessary in accordance with FAR 52.232-16 and its Alternate I. Even though the progress payments clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of provision)

**KTXT.219-9500 VERIFICATION OF ELIGIBILITY OF SMALL BUSINESS JOINT VENTURES
(NAVAIR) (DEC 2022)**

A small business joint venture offeror must submit, with its offer, the representation required in paragraph (c) of FAR solicitation provision 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) and 52.212-3(b) for the following categories:

- (A) Small business;
- (B) Service-disabled veteran-owned small business;
- (C) Women-owned small business (WOSB) under the WOSB Program;
- (D) Economically disadvantaged women-owned small business under the WOSB Program; or
- (E) Historically underutilized business zone small business

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

PART A GENERAL INSTRUCTIONS

1.0 GENERAL.

Section L contains instructions on how to prepare and submit proposals in response to this solicitation. Nonconformance with these instructions may result in an unfavorable proposal evaluation and may render a proposal unawardable.

The government intends to award without discussions. Offerors are not to assume that they will be contacted or afforded an opportunity to clarify, discuss, or revise their proposal. Therefore, the initial proposal should contain the Offeror's best terms. However, the government reserves the right to conduct discussions if later determined by the Contracting Officer (CO) to be necessary. The government will base its evaluation on the information presented in the offeror's proposal. It is the offeror's responsibility to submit a proposal that enables government evaluators to effectively evaluate the offeror's proposal. Alternate proposals are not acceptable. In addition, taking exception or deviating from any term or condition of the solicitation may make an offer unacceptable, and the proposal unawardable, unless the solicitation expressly authorizes such an exception or deviation with regard to that specific term or condition.

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 "Joint Venture" (JV) is a partnership or teaming arrangement that is formed for the purpose of responding to this solicitation when the prime contractor consists of more than one legal entity. "JV Team Members" are the entities that make up a Joint Venture.

This requirement is 100% set-aside for the small business.

2.0 ELECTRONIC PROPOSAL FORMAT

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

Proposals must be formatted using a Times New Roman 12 pt Normal font (no reduction permitted), single-spaced with 1-inch margins all around, and formatted for standard 8.5 x 11 inch paper. All pages should be numbered with section and page numbers. Graphs and tables shall be presented in no smaller than a 10 pt font and should contain a grid, which allows values to be read directly from the graph. Drawing may be of any size and will count as one page. Graphic resolution, including such data as tables or charts, should be consistent with the purpose of the data presented. When using Government supplied templates (e.g. Attachment T1, Attachment P1, Attachment P2, Attachment L-C1), no modifications to font or scaling are required. All proposal documents must be fully searchable Adobe Acrobat Reader Portable Document Format (PDF) or spreadsheets compatible with Microsoft Excel and contain no hidden or locked cells, where applicable.

The Offeror is responsible for ensuring electronic proposals are virus free and shall run an anti-virus scan before submission. Offerors may NOT use hyperlinks. In order to reduce file sizes, the Offeror shall not embed sound or video (e.g., MPEG) files within the proposal submission. The Offeror is encouraged to simplify the color palette used in creating figures; and minimize size of graphics files; and avoid scanned images.

3.0 PROPOSAL CONTENT AND VOLUMES

Each volume shall contain the following information:

- Cover and title page
- Title of proposal and proposal volume
- Offeror's name, address, and CAGE code

- POC name, phone number, and email address
- RFP number
- Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)

Volume Number	Volume Title
1	Technical
2	Past Performance
3	Cost/Price
4	Administrative

4.0 ELECTRONIC PROPOSAL SUBMISSION

All volumes of the proposal shall be submitted electronically through the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) at <https://piee.eb.mil>. No other submissions, such as mail, hand-carried, or other electronic system (e.g., DOD SAFE) are authorized by the solicitation unless specifically authorized by the Contracting Officer pursuant to paragraph 4.1 below. For instructions on how to post an offer, please refer to the Posting Offer demo: https://piectraining.eb.mil/wbt/sol/Posting_Offer.pdf.

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

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

The submission date for all Volumes shall be no later than the date and time specified in Block 9 of the SF 33 of the RFP.

4.1 If there is an unanticipated PIEE System outage within 24 hours of the proposal due date and the outage has interrupted normal Government processes so that proposals cannot be received by the exact time specified in the solicitation, the Contractor shall immediately notify the Contracting Officer. This notification shall occur prior to the proposal submission deadline and shall be made in writing. The notification may be in conjunction with verbal notification, but verbal notification alone shall not be sufficient. The Offeror shall obtain written approval from the Contracting Officer to submit the proposal via an alternate method as shown in paragraph 4.2 or the Contracting Officer may advise the Offeror that the Government will follow the procedures set forth in FAR 15.208(d) for amending the solicitation closing date.

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

Email: proposal may be emailed to the following:

Levi.m.alexander.civ@us.navy.mil with cc to cynthia.d.armound.civ@us.navy.mil

4.3 Late Proposals: Offerors are advised that the time identified on Block 9 of the Standard Form (SF) 33 applies. Delivery is defined as having occurred based on the PIEE System or time stamp of email receipt. Offerors are strongly encouraged to deliver as early as possible to avoid any risk of late submission.

5.0 CLASSIFIED DATA

All proposals must be UNCLASSIFIED.

6.0 SOLICITATION CHANGES

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

For any changes and additional information for the solicitation please go to website System for Award Management (SAM) <https://SAM.gov>. Search the database for the solicitation number **N6134023R0058**.

7.0 MINIMUM OFFER ACCEPTANCE PERIOD

- a. The "Acceptance Period" is the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.
- b. This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- c. The Government minimum acceptance period is 270 calendar days.
- d. The Offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if that offer is accepted in writing within the acceptance period stated in paragraph (c) of this section.

8.0 SOLICITATION QUESTIONS.

Please direct all questions only to the Contract Specialist and Contracting Officer for this acquisition. Any questions regarding this solicitation must be submitted in writing by electronic mail to the following address, please include all addressees identified below:

Mr. Levi M. Alexander, Contract Specialist, levi.m.alexander.civ@us.navy.mil.
Ms. Cynthia Armound, Contract Specialist, cynthia.d.armound.civ@us.navy.mil
Ms. Maria D Maldonado, Contracting Officer, maria.d.maldonado20.civ@us.navy.mil

Each question shall reference the applicable document, paragraph, and page number. Offerors should avoid submitting questions containing proprietary information as the government intends to provide responses to all potential offerors via amendment to the solicitation.

All questions on the solicitation must be submitted no later than 14 days after solicitation release. The government may not respond to questions received after that date. Accordingly, offerors are encouraged to carefully review all solicitation requirements and submit questions to the government early in the proposal cycle. .

9.0 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be conducted as follows:

Location:	VIRTUAL via TEAMS
POC:	Mr. Levi M. Alexander, Email: levi.m.alexander.civ@us.navy.mil
Date/Time:	9 May 2023/2 PM EDT

All prospective offerors are urged to attend the Pre-Proposal Conference. Details regarding the Pre-Proposal Conference will be provided by the Procuring Contracting Officer.

In order to attend the Pre-Proposal Conference, each offeror shall submit a list of attendees from each offeror reflecting the company officials who will attend. Send the request to the point of contact identified above, via email

five (5) business days prior to the date of the Pre-Proposal Conference identified above. Only one pre-proposal conference will be held and the conference will be virtual via TEAMS.

PART B SPECIFIC INSTRUCTIONS

1.0 VOLUME 1 – TECHNICAL

1.0 VOLUME 1 – Technical

1.1 Security Clearance. The Offeror shall complete and submit Attachment L-T1 with the Name, Address and Cage Code of the Prime contractor or JV Team Member with the Top Secret Facility Clearance.

Contractor Name	Address	Cage Code

1.2 Technical Experience. Complete and submit Attachment L-T2. Provide the contracts identified in Attachment L-T1: one contract that demonstrates experience in managing at least one location/site in a foreign country (excluding U.S. territories), and one contract that demonstrates experience in managing at least two or more locations/sites within the Continental United States (CONUS). The contract(s) must have been awarded to the prime contractor, JV Team Member, or principal subcontractor and the CAGE Codes of the contract(s) must match one of the CAGE Codes listed in the table in the Administrative Volume. Finally, the offeror may only submit the contract itself (not documents external to the contract like emails, report submittals, or self-assertions) to demonstrate that the contract required the management of the above sites.

2.0 VOLUME 2 - PAST PERFORMANCE

The Offeror's proposal shall include a Past Performance volume consisting of (1) a completed Attachment L-P1, (2) a completed Attachment L-P2, (3) the most recent, conformed copy of each past performance reference identified in Attachments L-P1 and L-P2 (including any attached description of the tasking, like a SOW or PWS), (4) any narrative needed in response to Section L, Part B, Paragraphs 2.4 below, and (5) any Show Cause Notices, Cure Notices, and Terminations for Default (and the related contracts). The Offeror shall identify a maximum of two past performance references performed within three years of date of issuance of the final solicitation.

The two references are inclusive of subcontractor references. The Offeror shall not submit Past Performance information for subcontractors other than major subcontractors. A major subcontractor is one who will perform 30 percent or more of the effort. The Government will not evaluate past performance of parent, subsidiaries or other affiliates unless they are proposed as a major subcontractor. The burden of providing thorough and complete past performance and systemic improvement information remains with the Offeror.

If the offeror submits a single award Indefinite Delivery Indefinite Quantity (IDIQ) as a reference then it may identify up to a maximum of 2 orders under the IDIQ. Those orders in the aggregate will count as one reference. However, orders under a Multiple Award Contract (MAC) will each count as a reference.

If the Offeror proposes past performance of a JV Team member(s) or subcontractor(s), then the Offeror should submit a signed "Release of Adverse Past Performance Authorization Letter(s)" with written consent from the JV Team Member or any proposed subcontractor that authorizes the release of adverse past performance information to the prime offeror or JV POC. If the JV Team Member or subcontractor does not provide an authorization letter, then the Offeror shall provide a POC for the JV Team Member or the subcontractor. The POC information shall include a name, address, phone number, and email address. The Government will contact that POC concerning that JV Team Member's or subcontractor's past performance.

2.1 Offeror Summary Table. The Offeror shall complete Attachment L-P1, "Past Performance Summary," identifying the entities that will execute the contract resulting from this solicitation and the past performance references that the Offeror believes are its best, most relevant references.

2.2 Relevancy Data. The Offeror shall complete Attachment L-P2, "Relevancy Data," for the past performance references identified in Attachment L-P1, "Past Performance Summary." Follow the instructions in the attachment. Critically, the Offeror must provide the page citations requested. Citations to tasking must also include pin citations to the particular paragraph containing the relevant information.

2.3 Contract Documents. The Offeror shall provide the most recent, conformed copy of each past performance reference identified in Attachments L-P1 and L-P2. The Offeror shall include any contract attachment needed to demonstrate the current, accurate dollar value of the past performance reference and the other relevancy information identified in Attachments L-P1 and L-P2. The Government will not search for contract documents to fill gaps in the Offeror's proposal (such as a missing SOW).

2.4. Narrative. If the Offeror submits a past performance reference for an entity with a CAGE Code other than the CAGE Codes listed in Attachment L-P1, then the Offeror shall provide a written explanation as to how that performance is reflective of the Offeror and any related information, such as corporate acquisition or merger information or information required by 13 CFR 125.11.

The Offeror shall also provide a written explanation of any systemic improvement it would like the government to consider concerning any adverse past performance. Describe the techniques, elements, and tools used to correct problems and, if applicable, how these techniques, elements, and tools may be used for the contract resulting from this solicitation.

2.5 Regardless of relevancy, the Offeror shall provide all Show Cause Notices, Cure Notices, and Terminations for Default received on any contract, task order, or delivery order within three years of the issuance date of the final solicitation. For each instance, the offeror shall provide the contract, including any attached description of tasking, such as a SOW.

2.6. Past Performance Questionnaires (PPQ). For past performance references that do not have a Contract Performance Assessment Report (CPAR), the Offeror shall, within 14 day of solicitation issuance, forward a blank copy of Attachment L-P3, "Past Performance Questionnaire," to the past performance reference Procuring Contracting Officer (PCO), Administrative Contracting Officer (ACO), Program Manager who is the Assessing Official, or Commercial Purchasing Agent. The offeror shall include instructions to send completed questionnaires by the date in Block 9 of the SF33, to the Contract Specialist, via email at levi.m.alexander.civ@us.navy.mil. The offerors shall not submit a PPQ for any past performance reference that has a CPAR.

3.0 VOLUME 3 COST/PRICE

3.1 General.

(a) As this is a competitive acquisition with adequate price competition anticipated, certified cost or pricing data in accordance with FAR 15.403-1 is not required. However, in the event that adequate price competition does not exist after receipt of proposals, the Government reserves the right to request additional cost or pricing data as

necessary from both the Offeror and subcontractors. Further, the Offeror may be required to provide a Certificate of Current Cost or Pricing Data prior to award, pursuant to FAR 15.406-2.

(b) The Offeror shall provide sufficient information to support its price/cost as well as an explanation of all ground rules and assumptions that affect the price/cost estimates.

(c) If the Offeror proposes JV team members or subcontractors to provide labor categories, then the information requested in L.B.3.2 below for those labor categories must either be provided altogether as a single Cost/Price volume, or each entity (e.g. prime contractor, JV team member, subcontractor) may submit separate Cost/Price volumes directly to the Government. The Offeror must ensure all Cost/Price volume information is submitted by the date/time identified in Block 9 of the SF-33.

3.2 Price/Cost Information:

(a) Pricing Worksheet. The Offeror shall submit its fully completed cost/price proposal utilizing the Attachment L-C1 Pricing Worksheet. The spreadsheet shall be formatted as letter size (8.5 X 11) pages and shall be unprotected and unlocked, with formulas intact to show mathematical operations. The Offeror shall follow the instructions of the Instructions tab. The Offeror's completed Attachment L-C1 Pricing Worksheet shall detail the fully burdened labor rates for all prime contractor, JV Team Member, and subcontractor personnel. Fully burdened labor rates are defined as direct labor rates plus all applicable burdens, to include indirect rates, 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.

The Offeror shall utilize the estimated amounts provided by the Government for ODCs in the ODC tab. The contractor shall propose a fixed ODC burden rate in G.2 that will be applied throughout the life of the contract. If the Offeror chooses not to burden ODCs, then the Offeror shall insert "0" in Clause G.2. The Offeror shall not apply fee to ODCs.

The Offeror shall utilize the estimated amounts provided by the Government for Emerging Projects. The Offeror shall not adjust the estimated amounts.

The Offeror shall propose a firm fixed price for mobilization at each site in the Mobilization tab of Attachment L-C1 Pricing Worksheet.

(b) Narrative. The Offeror shall submit a narrative explaining the basis for the buildup of every fully burdened labor rate (including any direct and indirect rates). In this explanation, the Offeror shall reference the substantiating documentation (e.g. Forward Pricing Rate Agreements (FPRAs), contingent hire letters of intent) for every component of the fully burden labor rate of every labor category at every location. The Government is not soliciting any investments. The Offeror shall substantiate the realism of any rate that appears low. Conversely, the Offeror shall substantiate the reasonableness of any rate that appears high. For example, proposed fully burdened labor costs may be subject to the labor tripwire identified in Section M. The Offeror shall substantiate the use of rates that differ in any amount from DCAA rates and/or payroll verification. The Offeror shall explain how wage and fringe rates meet any applicable CBA rates or prevailing rates established by the Department of Labor. The Offeror shall provide rationale for its escalation rate from year to year for all labor categories and sites.

(c) Substantiating Documentation. The Offeror shall provide documentation substantiating every component of the fully burden labor rate of every labor category at every location (every document referenced in response to L.B.3.2.b. above). This documentation may include the most current DCAA Provisional Billing Rate Approval Letter, DCAA Final Billing Rate Approval Letter, and/or DCAA Forward Pricing Rate Agreement / Recommendations, (FPRA/FPRR) and payroll verification for currently employed proposed personnel. Payroll verification shall consist of a form containing the title, direct labor rate, and a signed certification by an authorized representative of the company that the information contained in the form is correct. The Offeror shall submit a letter of intent for every contingent hire (an individual who has committed, under a signed letter of intent, inclusive of salary information, to being employed by the Offeror if the Offeror is awarded the contract). The Offeror shall submit Forward Pricing Rate Agreements (FPRAs) (or Forward Pricing Rate Recommendations (RPRRs) if no FPRA exists), Collective Bargaining Agreements (CBAs) and Area Wage Determinations (AWDs) that are applicable to any proposed personnel, even if the Offeror does not rely on those documents to substantiate

the proposed rates. The Offeror shall also provide historical /provisional billing rates for indirect rates for the three years preceding the final solicitation release date. If the Offeror elects to claim Cost of Money (COM) as an allowable cost, then the Offeror must submit a COM form and show the calculations of the proposed amount. If a composite rate or other pricing methodology (e.g. cost estimating relationships) is utilized, the Offeror shall demonstrate how those rates were developed.

4.0 VOLUME - ADMINISTRATIVE

The Offeror shall provide the following information:

A. Offeror Representatives and Information: The Offeror shall provide a summary sheet comprised of the information listed below for the prime contractor and for each member of a JV and each subcontract, if applicable.

Prime Contractor/JV:

1. Business Name.
2. Address.
3. Principal point of contact for this solicitation (Name, title, phone number, email).
4. Secondary point of contact for this solicitation (Name, title, phone number, email).
5. Individuals authorized to negotiate with the Government and contractually bind the Offeror (Name, title, phone number, email).
6. Unique Entity Identification (UEI)
7. CAGE CODE.
8. Business size for this effort (large or small).
9. DCMA point of contact (ACO), email address, telephone, mailing address, and facility/DoDAAC, if applicable
10. DCAA point of contact, email address, telephone number, mailing address, and facility/DoDAAC, if applicable

JV Team Members/subcontractors:

11. Business Name.
12. Address.
13. DCMA point of contact (ACO), email address, telephone, mailing address, and facility/DoDAAC, if applicable
14. DCAA point of contact, email address, telephone number, mailing address, and facility/DoDAAC if applicable.
15. Unique Entity Identification (UEI)
16. CAGE CODE

B. Terms and Conditions:

The Offeror shall provide one of the following two statements in this section.

- i. If the Offeror takes any exceptions or deviations to the provisions of the solicitation and its applicable documents, the Offeror shall provide the following statement: "All exceptions and deviations taken from the solicitation terms, conditions or requirements, including any applicable documents, are included in this section (4.0 Administrative).
- ii. If the Offeror does not take any such exceptions or deviations, then the Offeror shall provide the following statement: "No exceptions or deviations are taken to the terms and conditions or any requirements of the solicitation)."

An exception is where an Offeror states it will not comply with a solicitation requirement, usually involving contract terms and conditions. Any exceptions may make the proposal ineligible for award.

A deviation is where an Offeror proposes to meet the intent of a requirement in a way that does not strictly comply with all requirements/terms/conditions of the solicitation. A deviation could involve a Statement of Work/Performance Work Statement (SOW/PWS) requirement or some other solicitation requirement.

C. If proposing as a Joint Venture, the offeror shall provide a copy of the Joint Venture agreement. In accordance with (IAW) 13 CFR 121.103(h), a joint venture must be in writing and must do business under its own name; must be identified as a joint venture in the System for Award Management (SAM); may be in the form of a formal or informal partnership or exist as a separate limited liability company or other separate legal entity; and, if it exists as a formal separate legal entity, may not be populated with individuals intended to perform contracts awarded to the joint venture (i.e., the joint venture may have its own separate employees to perform administrative functions, but may not have its own separate employees to perform contracts awarded to the joint venture).

D. Original signed SF33 (Solicitation, Offer, and Award) cover page of the solicitation and a signed SF30 cover page of each amendment (as applicable) with all applicable Blocks completed and acknowledgement of receipt of each amendment (as applicable) to this solicitation. The SF-33 Block 12 “fill-in” (proposal validity date) shall be completed.

E. Signed Representations, Certifications, and Acknowledgements (Section K) and complete any fill in clauses. To include confirmation that the offeror has completed the annual representations and certifications electronically via the SAM website paragraph 2(i) of DFARS 252.204-7007 Alt A).

F. Guarantee the length of proposal validity for at least 270 days after proposal submission.

G. Documentation verifying that the Offeror, JV and Subcontractors has a DCMA approved Accounting System in accordance with DFARS clause 252.242-7006, or state that it's Accounting System has not been approved by DCMA.

H. A complete, below table identifying the percentage of work, by dollar value, proposed to be performed by every proposed entity (e.g. prime contractor, JV, team member, subcontractor). The names and CAGE Codes must match the information provided in response to A above. The sum of the percentages must equal 100. The prime contractor must perform at least 50% of the cost of the contract incurred for personnel with its own employees for each ordering period in accordance with FAR 52.219-14. Cost of contract incurred for personnel includes direct labor cost, overhead that has only direct labor as its base, and the small business's General and Administrative (G&A) rate multiplied by the labor cost.

Contractor Name	CAGE Code	% of Total Proposed Cost/Price

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-1	Notice Of Standard Competition	MAY 2006
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	OCT 2020
52.237-1	Site Visit	APR 1984
52.252-3	Alterations in Solicitation	APR 1984
52.252-5	Authorized Deviations In Provisions	NOV 2020
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022

252.215-7010 Requirements for Certified Cost or Pricing Data and Data JUL 2019
Other Than Certified Cost or Pricing Data

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Ms. Maria Maldonado, via maria.d.maldonado20.civ@us.navy.mil](mailto:maria.d.maldonado20.civ@us.navy.mil)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

5252.233-9500 PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND (NAVAIR) (MAR 1999)

(a) Agency protests/appeals will be processed in accordance with the procedures established at FAR 33.103. A protest to the Naval Air Systems Command shall be filed with the Contracting Officer whose name and address are shown in FAR Clause 52.233-2, "Service of Protest" of this solicitation.

(b) The protester may request an independent review of the Contracting Officer's decision on the protest by filing a written appeal with:

Mr. Gregory J. Dougherty,
Chief of the Contracting Office
Naval Air Warfare Center Training Systems Division,
12211 Science Drive, Orlando, FL 32826,
Phone: 407-380-8419,
Email: gregory.j.dougherty.civ@us.navy.mil

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer's protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal.

Section M - Evaluation Factors for Award

SECTION M

EVALUATION FACTORS

Part A. GENERAL INFORMATION

1.0 GENERAL

The Government expects to select one Offeror whose proposal provides the best value, to the Government, using the trade-off analysis. "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit 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 higher priced Offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher priced proposal must merit any additional price.

The government will not evaluate classified proposals or any classified information.

2.0 EVALUATION PROCESS

The Government intends to award without discussions. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer (CO) to be necessary.

For the Technical factor an acceptable/unacceptable rating will be assigned. Offerors are advised that during the evaluation process, a technical factor with an "Unacceptable" rating will be unawardable. If an offeror's Technical proposal is Unacceptable, the government will not evaluate the other factors.

For Past Performance, the Government will assign a Performance Confidence Assessment Rating. The assessment reflects the government's level of confidence in the offeror's ability to successfully perform the solicited effort based on the offeror's record of recent and relevant past performance.

The government will utilize a Cost Realism approach to determine the Probable Cost/Price (PC/P)/Price (PC/P). The higher of the PC/P or proposed cost/price will be used in the tradeoff.

3.0 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated using the factors, listed below.

Each offeror will be evaluated based on the following factors:

- (1) Technical
- (2) Past Performance
- (3) Cost/Price

Past-Performance is significantly more important than price/cost.

PART B: SPECIFIC INFORMATION

1.0 TECHNICAL

1.1 Security Clearance. The government will confirm that the name, address, and CAGE Code listed in Attachment L-T1 is the prime contractor or JV Team Member and matches the information for one of the entities in the table in Administrative. If the information does not match that of the prime contractor or JV Team Member and the information in the table in Administrative, then the proposal is Unacceptable. If the information does match, then the government will check National Industrial Security System (NISS) using the name, address, and CAGE Code

provided in Attachment L-T1. If that entity does not have a facility clearance in NISS at that time, then the proposal is Unacceptable.

1.2. Technical Experience. The government will review Attachment L-T2 and the related, submitted contract(s). The government will review the cited portion of the contract(s) to confirm the offeror was required to manage performance at a site in a foreign country (excluding U.S. territories) and two sites in CONUS. The government will only consider the contract itself (not documents external to the contract like emails, report submittals, or self-assertions) in assessing whether the offeror demonstrates that the contract(s) required the management of the above sites. The government is not obligated to search the contract documents on any page/paragraph that is not cited in Attachment L-T2. If the contract(s) does not demonstrate that the offeror was required to manage performance at a site in a foreign country (excluding U.S. territories) and two sites in CONUS, then the proposal is Unacceptable.

If either the Security Clearance element or the Technical Experience element is Unacceptable, then the proposal is unawardable and the government will not evaluate the other factors or further consider the proposal.

2.0 PAST PERFORMANCE

Under Past Performance, the Government will evaluate recent and relevant 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 and subcontractors, specifically formed by the Offeror to propose on a particular acquisition, the past performance evaluation will consider individual JV team member's relevant past performance. There are three aspects to the past performance evaluation: recency, relevancy, and demonstrated past performance. After evaluating the Offeror's past performance information, the government will assign a Performance Confidence Assessment Rating. 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.

The government will evaluate a maximum of two proposed past performance references. If the Offeror attempts to submit more than two references, the government will only evaluate the first two references listed in Attachment L-P1 of the Offeror's proposal. The government will only consider Past Performance Questionnaires if no CPAR exists.

The government will evaluate the Offeror's proposed past performance references, specifically the portions of the references identified in the Offeror's Attachment L-P2. The government has no duty to search for missing pieces of the contract or to search parts of the contract that is not cited by the Offeror in Attachment L-P2. Moreover, the government will not consider any statements or descriptions of the past performance references that are not included within the contracts themselves. For example, the government will not consider document deliverables under the contract or offeror self-descriptions of work performed.

2.1 Recency - The first aspect of the past performance is to evaluate the recency of the Offeror's past performance being evaluated. 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.

Past performance will be considered recent if the contract/order has been performed within three years of the final solicitation release date. If any portion of a reference's performance occurred within the three year window, then the government will consider all performance under the contract (or order, in the case of orders under IDIQs). Past Performance that is not recent will receive no further consideration, with no opportunity to submit a replacement, even if the government requests revised proposals.

For single-award indefinite delivery past performance references, only the task or delivery orders (maximum of two) submitted for consideration will be evaluated for recency, not the base contract.

2.2 Relevancy - The second aspect of the past performance evaluation is to evaluate how **relevant** the Past Performance being evaluated is to the requirements of this solicitation. The government will evaluate the past performance references to determine how relevant each is to this solicitation.

Any past performance reference found to be Not Relevant will receive no further consideration, with no opportunity to submit a replacement, even if the government requests revised proposals.

In determining relevancy, the government will compare the contract types (cost or fixed price), the location and divisions of the company that performed the effort (CAGE Code), scope (tasking similar to Attachment J-1 SOW, paragraph 3.2.1), magnitude (total dollar value), and complexity (number of total sites managed and number of sites outside the United States managed) of the past performance reference effort to the effort required by this solicitation.

For single award IDIQ contracts the Government will aggregate the information for up to a maximum of two orders submitted in the proposal when assessing relevance. Orders under MACs will be assessed as individual references.

Only past performance of the Offeror (including JV Team Members and major subcontractors) is relevant. The government will only consider past performance of some other CAGE Code if (1) the Offeror demonstrates that it acquired that other CAGE Code through a corporate acquisition, reorganization, merger and the personnel, facilities, or other resources of that other CAGE Code are now a part of the Offeror and will be used to perform the requirements of the solicitation, or (2) the government is required by 13 CFR 125.11 to consider the past performance where the Offeror submits the information required by 13 CFR 125.11.

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.

2.3 Demonstrated Past Performance - The third aspect of the past performance evaluation is to evaluate the overall quality of the Offeror's recent and relevant past performance. The Government will evaluate the Offeror, MAJOR subcontractors, and JV team members' performance and focus its evaluation on the following areas:

- 1) Technical: Quality of Product or Service,
- 2) Cost Control,
- 3) Management.

A separate demonstrated past performance rating will not be assigned.

For those cases where the Offeror may have had past performance problems likely to occur again, the government will assess whether the Offeror successfully applied improvements to resolve those problems. Problems not addressed by the Offeror are considered to still exist.

Sources of past performance evaluation information may include information provided by the Offeror in response to the solicitation, information obtained from questionnaires, and any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information Systems, Electronic Subcontract Reporting System, or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Fee Determining Officials.

Past performance information that obviously does not relate to the order(s) submitted under a single award IDIQ will not be considered.

2.4. Performance Confidence Assessment - The Past Performance evaluation culminates in the Performance Confidence Assessment Rating. The Performance Confidence Assessment Rating reflects the Government's confidence that the Offeror will successfully perform the solicitation's requirements based on the Offeror's recent and relevant past performance record. While the government will evaluate the past performance references the Offeror submits as its best, most relevant references, the government may also take into account any show cause notices, cure notices and terminations for default on any contract performed within three years of the issuance date of the final solicitation. In assigning a Performance Confidence Assessment Rating and/or in the source selection authority's tradeoff decision:

- a. 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. Past performance of an entity proposed to perform a significant percentage of the work (as indicated in Attachment L-P1) is more significant than past performance of an entity proposed to perform relatively little work;
- c. Past performance of an entity proposed to perform the Attached J-1, SOW, paragraph 3.2.1 tasking is more significant than past performance of an entity proposed to perform other portions of the Attachment J-1, SOW tasking;
- d. Performance under United States government contracts, or under first tier sub contracts of small businesses under U.S Government contracts, is more significant than performance under commercial contracts.
- e. Past Performance Questionnaires provided by another member of the offeror's proposed team, an entity affiliated with the Offeror (e.g. parent, subsidiary), or by a competing offeror is not given as much weight as information from the Government or a disinterested third party.
- f. Past performance of prime contractor or a JV member is relatively more significant than past performance of a subcontractor

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

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.
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3.0 COST/PRICE

The Government will evaluate the Cost/Price Volume to assess: the probable price cost (PC/P), reasonableness, unbalanced pricing, and cost realism.

3.1 Probable Cost/Price. The probable cost/price (PC/P) is an Offeror's total cost, including fee, and any additional adjustments the Government has determined necessary to make the proposed cost realistic for all periods. The PC/P also includes the firm fixed price efforts (mobilization), burdened ODCs, the Government-provided completion task estimates, and Government-calculated value of FAR 52.217-8, Option to Extend Services. The Government will calculate the value of FAR 52.217-8, Option to Extend Services for evaluation purposes only by dividing the probable cost of Year 7 under every tab in the offeror's completed Attachment L-C1 Pricing Worksheet.

The PC/P may differ from the proposed cost/price. The higher of the PC/P or proposed cost/price 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 cost/price.

3.2 Reasonableness. Normally, competition establishes price reasonableness. It is expected that the award decision will include a determination that there is adequate price competition and that the proposed prices are reasonable. In limited situations, additional analysis will be required by the Government to determine reasonableness. If, after receipt of a proposal, the Procuring Contracting Officer determines that adequate price competition does not exist and a determination is made that none of the exceptions in FAR § 15.403-1(b) apply, the offeror may be requested 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, the Government will identify all instances where a proposed fully burdened labor cost exceeds the tripwire amount of \$300K annually per employee. This also applies to a fully burdened subcontractor employee labor cost, inclusive of the prime contractor's pass-through burden. An exceeded tripwire may ultimately be determined unreasonable absent justification.

3.3 Cost Realism. Except for otherwise unacceptable proposals when awarding on initial proposals, the Government will perform a cost realism analysis in determining the probable cost/price (PC/P) for each applicable offeror's proposal. In conducting its cost realism evaluation, the Government will compare the Offeror's proposal rates in the offeror's completed Attachment L-C1 Pricing Worksheet to the substantiating documents provided in the Offeror's proposal. The Government may also consider other pertinent cost information, such as average labor rate information and DCAA-recommended rates for such costs as direct labor, overhead, and G&A.

4.0 ADMINISTRATIVE

Each offeror's proposal will be evaluated to determine whether the offeror completed the information requested in Section L Part B, paragraph 4 of this solicitation. The information below is not part of the source selection authority's "best value" tradeoff, but some of the information may be necessary for an offeror's proposal to be acceptable for contract award. Unless otherwise noted below, any questions to offerors to resolve issues with the items below are not considered "discussions" as that term is used at FAR subpart 15.3, even if the information below is necessary for contract award. Unless otherwise noted below, any questions to offerors to resolve issues with the items below are considered informalities or minor irregularities rather than deficiencies that make an offeror unacceptable for award, even if the information below is necessary for contract award. The failure to comply with the government's requests, however, may adversely impact the offeror's evaluation results, and could result in the offeror being removed from consideration for award.

This volume contains the following Information:

A. Offeror Representatives and Information

- B. Terms and Conditions statement
- C. Joint Venture Agreement, if proposing as a joint venture
- D. Signed Completed and signed SF33 for basic solicitation and completed and signed SF30(s) for all amendments.
- E. Signed Representations, Certifications and Acknowledgements and/or System for Award Management (SAM); completed copies of all certifications listed in Section K,
- F. Proposal validity for at least 270 days after proposal submission.
- G. Documentation verifying that the Offeror, JV and Subcontractors has a DCMA approved Accounting System in accordance with DFARS clause 252.242-7006, or state that it's Accounting System has not been approved by DCMA.
- H. Completed table from Section L, Part B, paragraph 4.H that complies with FAR 52.219-14.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990