

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 76			
2. CONTRACT NO.		3. SOLICITATION NO. N61340-16-R-0007		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAWCTSD 253 12350 RESEARCH PARKWAY (253) ORLANDO FL 32826				CODE N61340		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE			
TEL: FAX:						TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME TONY CHI PHAM			B. TELEPHONE (Include area code) (NO COLLECT CALLS) 407-380-8155			C. E-MAIL ADDRESS chi.t.pham@navy.mil			
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) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Mobilization FFP FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Logistics/Technical Support Services JAX CPFF Logistics and technical support services for the Industrial and Logistics Maintenance Planning/Sustainment (ILMPS) in Jacksonville, FL in accordance with Section C FOB: Destination	484,006	Hours		

MAX COST
FIXED FEE

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Logistics/Technical Support Services OKC CPFF Logistics and technical support services for the Industrial and Logistics Maintenance Planning/Sustainment (ILMPS) in Oklahoma City, OK in accordance with Section C FOB: Destination	177,381	Hours		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Logistics/Technical Support Services ARL CPFF Logistics and technical support services for the Industrial and Logistics Maintenance Planning/Sustainment (ILMPS) in Arlington, VA in accordance with Section C FOB: Destination	110,082	Hours		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Travel COST NO FEE. Travel requirements in support of CLINs 0002, 0003 and 0004 FOB: Destination	1	Lot		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Material COST NO FEE. Material requirements in support of CLINs 0002, 0003 and 0004 FOB: Destination	1	Lot		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Technical Data Data in accordance with Exhibit A FOB: Destination	1	Lot		NSP
				NET AMT	<hr/>

B.1 CLIN SUMMARY

Contract Line Item Number (CLIN) 0001 is a Firm Fixed Price (FFP) type CLIN for Mobilization services identified in Attachment (1), Statement of Work (SOW).

CLINs 0002, 0003 and 0004 are Cost Plus Fixed Fee (CPFF) type of CLINs, with reimbursement at competed, burdened, fixed labor rates, for ILMPS services identified in Attachment (1), SOW, and Attachment (2), Contract Labor Categories and Qualifications.

CLIN 0005 is a Cost (No Fee) type CLIN for Travel associated with Attachment (1), SOW, on an as-needed basis.

CLIN 0006 is a Cost (No Fee) type CLIN for Material associated with Attachment (1), SOW, on an as-needed basis.

CLIN 0007 is a Not Separately Priced (NSP) type CLIN for Administrative and Technical Data identified in Attachment (1), SOW, and Exhibit (A), Contract Data Requirements Lists (CDRLs), inclusive of Annexes.

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

(a) The level of effort estimated to be ordered during the term of this contract is 771,469 labor-hours.

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

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

(1) requiring the contractor to continue to perform until the level of effort expended equals ninety (90%) percent of the anticipated level of effort; or

(2) unilaterally modifying the contract to reduce the fixed fee dollar amount by the percentage by which the total expended labor-hours is less than ninety (90%) percent of the anticipated level of effort.

(d) The same fee adjustment mechanism set forth in paragraph (c), above, also applies to each individual task order. Thus, in the event that less than ninety (90%) percent of the anticipated level of effort is actually expended by the expiration date of a particular task order, the Government shall have the option of:

(1) requiring the contractor to continue to perform under that task order until the level of effort expended equals ninety (90%) percent of the anticipated level of effort for that task order; or

(2) unilaterally modifying the task order to reduce the fixed fee dollar amount by the percentage by which the total expended labor-hours is less than ninety (90%) percent of the anticipated level of effort for that task order.

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

Section C - Descriptions and Specifications

C.1 DESCRIPTION

The Contractor shall furnish the necessary services required to perform the work described in Attachment (1), entitled "Statement of Work for Industrial and Logistics Maintenance Planning/Sustainment AIR-6.7 Fleet Readiness Center Southeast (FRCSE)". The required labor categories are provided in Attachment (2), "Contract Labor Categories and Qualifications". The CDRLs that apply are provided as Exhibit (A).

CLIN 0001 – The Contractor shall provide Mobilization services in accordance with paragraph 3.3, Mobilization and Transition, of the SOW, Attachment (1).

CLIN 0002 – The Contractor shall provide ILMPS straight time services for the In-Service Support Center (ISSC) in Jacksonville, FL in accordance with the SOW, Attachment (1).

CLIN 0003 – The Contractor shall provide ILMPS straight time services for the In-Service Support Center (ISSC) in Oklahoma City, OK in accordance with the SOW, Attachment (1).

CLIN 0004 – The Contractor shall provide ILMPS straight time services for the In-Service Support Center (ISSC) in Arlington, VA in accordance with the SOW, Attachment (1).

CLIN 0005 – The Contractor shall provide Travel in accordance with the SOW, Attachment (1).

CLIN 0006 – The Contractor shall provide Material in accordance with the SOW, Attachment (1).

CLIN 0007 – The Contractor shall provide Administrative and Technical Data in accordance with the CDRLs, Exhibit (A), inclusive of Annexes.

C.2 T.O ISSUED UNDER CLIN 0002

The government will procure the Contractor's services with the issuance of task orders. The government will request a proposal for each task order, and the contractor shall provide a proposal utilizing the contract labor categories set forth in Section J, Attachment 5, "Contractor's Burdened Fixed Labor Rates Used for Reimbursement Under CLINs 0002, 0003 and 0004." After award of the task order, the Contractor will be reimbursed at the competed fixed burdened labor rates set forth in Section J, Attachment 5, and those competed fixed burdened labor rates are not subject to the Truth in Negotiations Act. Labor categories and hours proposed, however, are "cost or pricing data" and are subject to the Truth in Negotiations Act for task orders that exceed the Truth in Negotiations Act dollar threshold.

C.3 SECURITY REQUIREMENTS

The Contractor shall provide security and protection in accordance with the SOW, Attachment (1), and the DD Form 254, Contract Security Classification Specification, Attachment (3).

CLAUSES INCORPORATED BY FULL TEXT

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

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the **National AIR-6.7 Industrial and Logistics Maintenance/Sustainment** via a secure data collection site. Contracted services, excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

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

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

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR)(OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR)(JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

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 Contracting Officer Representative (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.

CLAUSES INCORPORATED BY FULL TEXT

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

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form (Attachment (4)). The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 14-OCT-2016 TO 11-DEC-2016	N/A	N/A FOB: Destination	
0002	POP 12-DEC-2016 TO 13-OCT-2021	N/A	N/A FOB: Destination	
0003	POP 12-DEC-2016 TO 13-OCT-2021	N/A	N/A FOB: Destination	
0004	POP 12-DEC-2016 TO 13-OCT-2021	N/A	N/A FOB: Destination	
0005	POP 12-DEC-2016 TO 13-OCT-2021	N/A	N/A FOB: Destination	
0006	POP 12-DEC-2016 TO 13-OCT-2021	N/A	N/A FOB: Destination	
0007	POP 14-OCT-2016 TO 13-OCT-2021	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR)(SEP 2013)

(a) The contract shall commence on the date of contract award and shall continue 60 months. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If DFARS Clause 252.216-7006, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

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

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum quantity is 500 hours, or the amount set forth in the task order issued concurrently with the contract, whichever is less; the maximum quantity is 771,469 hours.

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

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

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

- (1) PCO, Code 2.5.3.3.2
- (2) CORs, **(To be completed at time of award)**.
- (3) PJM, Code 1.3.6.3
- (4) Contract Specialist (CS), Code 2.5.3.3.2

(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:

- (1) NAWCTSD PCO: Austin E. Brookshire, AIR-2.5.3.3.2
NAWCTSD
12211 Science Dr.
Orlando, FL 32826
Email: austin.brookshire@navy.mil
- (2) FRCSE CORs: **To be completed at time of award.**
- (3) NAWCTSD PJM: Bernard Courtney, AIR- 1.3.6.3
NAWCTSD
12211 Science Dr.
Orlando, FL 32826
Email: bernard.courtney@navy.mil
- (4) NAWCTSD CS: Tony Pham, AIR-2.5.3.3.2
NAWCTSD
12211 Science Dr.
Orlando, FL 32826
Email: chi.t.pham@navy.mil

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)

The services to be performed herein shall be performed at Jacksonville, FL; Oklahoma City, OK; and Arlington, VA

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7006	Billing Instructions	OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

**

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC:	**
Issue By DoDAAC:	**
Admin DoDAAC:	**
Inspect By DoDAAC:	**
Ship To Code:	**
Ship From Code:	**
Mark For Code:	**

Service Approver (DoDAAC): _____ **
 Service Acceptor (DoDAAC): _____ **
 Accept at Other DoDAAC: _____ **
 LPO DoDAAC: _____ **
 DCAA Auditor DoDAAC: _____ **
 Other DoDAAC(s): _____ **

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

**

 (Contracting Officer: Insert applicable email addresses or "Not applicable.")

(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. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

** To be completed at the task order level.

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

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

COR: **(to be completed at contract award)** to perform the following functions, duties, and/or responsibilities: **COR duties will be listed in the COR designation form issued at contract award.**

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

ACOR: : **(to be completed at contract award)** to perform the functions, duties, and/or responsibilities outlined below in the absence of **the COR.**

ACOR 1 Functions, Duties, and/or Responsibilities: **ACOR duties will be listed in the ACOR designation form issued at contract award.**

(c) The effective period of the COR designation is **the period of performance of this contract**

5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (NAVAIR)(OCT 2005)

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:

NAME: _____ **
 PHONE (BUS): _____ **
 PHONE (AFTER HOURS): _____ **

ALTERNATE:

NAME: _____ **
 PHONE (BUS): _____ **
 PHONE (AFTER HOURS): _____ **

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

**To be completed by the Offeror at time of proposal submission and included in Volume III, Cost/Price.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

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

CLAUSES INCORPORATED BY FULL TEXT

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 **monthly** based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as **the dollars per hour (based on the fixed fee divided by the level of effort in hours)**. Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(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 re-determined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(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.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR)(OCT 2015)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--System for Award Management", the contractor is responsible for providing updated information to the System for Award Management (SAM) database. Additionally, the contractor is responsible for maintaining its active status in the SAM database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the SAM database, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the SAM database. Additionally, any changes/updates made to the SAM database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

CLAUSES INCORPORATED BY FULL TEXT

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:

<u>ITEM(S)</u>	<u>ALLOTED TO FIXED FEE</u>
CLIN*	\$ dollar amount*

(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:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
CLIN*	\$dollar amount*	insert period*

(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.

*To be completed at the task order level.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES (NAVAIR)(JUN 2012)

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontractors. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(a) Contract Administration Office.

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

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

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
Conduct post-award orientation conferences.	PCO
Review and evaluate contractors' proposals under Subpart 15.4 and, when negotiation will be accomplished by the contracting officer, furnish comments and recommendations to that officer.	PCO
Ensure timely notifications by the contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursable contracts.	COR and TOCORs
Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability, data control systems, configuration management, and independent research and development.	COR and TOCORs
Perform engineering analyses of contractor cost proposals.	COR and TOCORs
Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.	COR and TOCORs
Ensure timely submission of required reports.	PCO, COR, and TOCORs
Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems.	COR and TOCORs
Also support program offices and buying activities in pre-contractual efforts leading to a solicitation or award.	PCO, COR, and TOCORs

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

Additional Functions	Retained for Performance By:
N/A	N/A

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9513 FUNDING TO BE PROVIDED ON TASK ORDERS (NAVAIR)(OCT 2005)

All funding for this contract will be provided on the individual task orders. Task order 0001 issued under CLINs 0002, 0003, or 0004 concurrent to award of this contract meets the Government's minimum requirement.

Section H - Special Contract Requirements

H.1 – Negotiation and Payment of Task Orders Issued Under CLINs 0002, 0003, and 0004.

a. General.

For task orders to be issued under CLINs 0002, 0003, and 0004, the Government will request a proposal for each task order, and the Contractor shall provide a proposal in response to the Government's request, utilizing only the contract labor categories and competed fixed burdened labor rates established in Section J, Attachment 5, "Contractor's Burdened Fixed Labor Rates Used for Reimbursement Under CLINs 0002, 0003, and 0004." The negotiated labor categories and labor hours, along with corresponding competed fixed burdened labor rates, will be used to establish an "estimated cost" for each task order. The fixed fee dollar amount will be negotiated for each individual task order using the same percentage the offeror used to propose its fixed fee for the contract.

After award of the task order issued under CLINs 0002, 0003, and 0004, for the actual hours incurred under the task order, the Contractor will be reimbursed at the competed fixed burdened labor rates, exclusive of fee, set forth in Section J, Attachment 5, "Contractor's Burdened Fixed Labor Rates Used for Reimbursement Under CLINs 0002, 0003, and 0004." The fixed fee dollar amount will be paid in accordance with clause 5252.211-9503, Level of Effort (Cost Reimbursement) and clause 5252.232-9510, "Payment of Fixed Fee."

If the actual cost of the task order falls under 90% of the task order's original estimated cost, then the Government is entitled to issue a unilateral task order modification reducing the fixed fee amount for that task order in accordance with clause 5252.211-9503, Level of Effort (Cost Reimbursement). In the event the task order work cannot be completed within the estimated cost of the task order, the Government may require more effort under that task order, without an increase in the fee dollar amount, provided the Government increases the estimated cost of that task order with a unilateral task order modification, and provided the estimated cost of the task order remains within the 110% range set forth in clause 5252.211-9503, Level of Effort (Cost Reimbursement) If the additional effort to be placed on the task order exceeds 110% of the original estimated cost of the task order, the Contractor is entitled to negotiate additional fee, using the same percentage the offeror used to propose its fixed fee for the contract, which will then be placed on the task order via a bilateral task order modification.

All qualifications of the labor proposed and actually provided to perform the task order, whether provided by the prime contractor or a subcontractor, shall comply with the labor qualifications set forth in Section J, Attachment 2, "Contract Labor Categories and Qualifications." Failure to comply with the contract's labor category qualifications set forth in Attachment 2 is a material breach of the contract.

If the labor category is identified in Attachment 2 as a Key Personnel, only the Contracting Officer is authorized to approve a substitution, as stated at clause 5252.237-9501, "Addition or Substitution of Key Personnel." While the competed fixed burdened labor rates are not subject to the Truth in Negotiations Act, the labor categories and hours proposed and performed are "cost or pricing data" and are subject to the Truth in Negotiations Act for task orders that exceed the Truth in Negotiations Act dollar threshold.

b. Negotiated Task Orders under CLINs 0002, 0003 and 0004.

Each task order to be issued under CLINs 0002, 0003 and 0004 will be pre-negotiated with an estimated cost and an established fixed fee dollar amount using the same percentage used for the contract. Labor hours incurred under each task order will be paid at the burdened fixed labor rates set forth in Section J, Attachment 5 of the contract, "Contractor's Burdened Fixed Labor Rates Used for Reimbursement Under CLINs 0002, 0003 and 0004."

c. Payment of Task Orders Under CLINs 0002, 0003 and 0004.

For the actual labor hours incurred in performance of task orders issued under CLIN 0002, the Contractor will be paid at the competed fixed burdened labor rates, exclusive of fee, established in Section J, Attachment 5 of the contract, "Contractor's Burdened Fixed Labor Rates Used for Reimbursement Under CLINs 0002, 0003 and 0004." The fixed fee will be negotiated on each individual task order using the same percentage used for the contract, and will be paid in accordance with clause 5252.211-9503, Level of Effort (Cost Reimbursement) and clause 5252.232-9510, "Payment of Fixed Fee." Travel and materials will be paid on actual costs incurred. No fee shall be applicable to travel or material costs.

CLAUSES INCORPORATED BY REFERENCE

252.228-7001 Ground And Flight Risk

JUN 2010

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT)(NAVAIR) (SEP 2012)

(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:
http://www.cnrc.navy.mil/publications/Forms/OPNAV_5239_14_SAAR_N.pdf.

(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 TPCO 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.

CLAUSES INCORPORATED BY FULL TEXT

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (AUG 2013)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <https://assist.dla.mil/online/start/>. To access these documents, select the Quick Search link on the site home page.

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9512 PAPERLESS CONTRACTING (NAVAIR)(JUN 2009)

(a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.

(b) To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

CLAUSES INCORPORATED BY FULL TEXT

5252.223-9501 MATERIAL SAFETY DATA SHEET (MSDS)(NAVAIR) (APR 2009)

(a) The contractor shall forward an electronic copy of the Material Safety Data Sheet (MSDS) required under FAR Clause 52.223-3, "Hazardous Material Identification and Material Safety Data", to Mar-navyhmirs@med.navy.mil and the Naval Inventory Control Point (NICP) at wraps.prime.fct@navy.mil.

(b) One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.

CLAUSES INCORPORATED BY FULL TEXT

5252.228-9500 ADDITIONAL DEFINITIONS WITH RESPECT TO "GROUND AND FLIGHT RISK" CLAUSE (NAVAIR) (DEC 1991)

For the purpose of complying with the "Ground and Flight Risk" clause, the contractor's premises shall be deemed to be the Government-owned sites, located at FRCSE and any of its remote sites.

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

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

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

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

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

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

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

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

(c) Travel Policy.

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

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

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

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

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

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

5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (NAVAIR)(JUL 1985) - ALT I (OCT 2005)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract-

(a) The amount available for payment and allotted to this incrementally funded contract is:

Funded Cost	\$ *
Funded Fee	\$ *
TOTAL FUNDS	\$ *

(b) This contract is incrementally funded and the amount currently available for payment is limited to \$ * which includes a fixed fee amount of \$ *. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of the Contract, no legal liability on the part of the Government for payment in excess of the revised total shall arise unless additional funds are made available and incorporated in a contract modification.

(c) the items covered by such amount are Item(s) * ; and

(d) the period of performance for which it is estimated the allotted amount will cover is * .

*To be completed at the task order level.

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

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

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

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

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

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

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

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

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

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:
 [List Government material here. If none, then enter "NONE".]

Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
(*)						

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.

[List items AND quantity authorized for requisition. If none, then enter "NONE".]

Schedule/Source	Nomenclature / Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost
(*)						

Notes: (*) to be completed at T.O. level

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at http://www2.dla.mil/j-6/dlms0/elibrary/manuals/dlm/dlm_pubs.asp. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
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	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
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	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.207-3	Right of First Refusal of Employment	MAY 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014

52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
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
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
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52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
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52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	OCT 2010
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

52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	SEP 2015
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
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	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7003	Notification of Potential Safety Issues	JUN 2013

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52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the PCO and shall not be binding until so approved.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 500 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 771,469 hours;

(2) Any order for a combination of items in excess of 771,469 hours; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days from the end of the ordering period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

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

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

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

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

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

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

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

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

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

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within seven calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within seven calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost- reimbursement or incentive contracts, or to combinations thereof.

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/these address(es): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

252.203-7004 DISPLAY OF HOTLINE POSTERS (JAN 2015)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). (1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

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

https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg

(c) Display of combating trafficking in persons and whistleblower hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5 million except when the subcontract is for the acquisition of a commercial item.

252.216-7006 ORDERING (MAY 2011)

(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 contract schedule. Such orders may be issued from contract award through sixty (60) months.

(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)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

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

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Fleet Readiness Center Southeast (FRCSE) or any of its remote sites. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to as noted in CDRL D002, Operations Security Plan. All losses are to have the permanent badges returned to the on-site COR on the last day of the individual's task requirement.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS/ATTACHMENTS

Exhibit/Attachment Table of Contents

<u>DOCUMENT TYPE</u>	<u>DESCRIPTION</u>
Attachment 1	SOW for ILMPS AIR-6.7 FRCSE
Attachment 2	Contract Labor Categories and Qualifications
Attachment 3	DD Form 254 DoD Contract Security Classification Specification
Attachment 4	NAWCTSD 4330/60 Data Item Transmittal/Acceptance/Rejection Form
Attachment 5	Contractor's Burdened Fixed Labor Rates Used for Reimbursement Under CLINs 0002, 0003, and 0004
Attachment 6	Requisitioned Government Furnished Property (PDF) incorporated pursuant to DFARS 245.103-72
Attachment 7	Requisitioned Government Furnished Property (EXCEL) incorporated for readability purposes
Attachment 8	Scheduled Government Furnished Property (PDF) incorporated pursuant to DFARS 245.103-72
Attachment 9	Scheduled Government Furnished Property (EXCEL) incorporated to demonstrate FAR 52.245-1(d)(2) compliance and for readability purposes

Section K - Representations, Certifications and Other Statements of Offerors

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52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database at <http://www.acquisition.gov> (see 52.204-7).

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

252.204-7004 SYSTEM FOR AWARD MANAGEMENT (52.204-7)(JUL 2013) - ALT A (FEB 2014)

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

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) Code” means -

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

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that--

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state, and Zip Code.

- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) - ALTERNATE A (JAN 2015)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.
- (2) The small business size standard is \$38,500,000.00.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (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 clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (d) applies.
- (ii) 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) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, System for Award Management.
- (iv) 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.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 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.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

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

(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.

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

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

(xii) 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.

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

(xiv) 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.

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xx) 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.

(xxi) 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 certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

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

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

(i) 252.209-7003, Reserve Officer Corps and Military Recruiting on Campus - Representation. Applies to all solicitations with institutions of higher education.

(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) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

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

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

(vi) 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.

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

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

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

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

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

(ii) 252.225-70001, Buy American-Balance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Website accessed through <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 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

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 in the SAM database.

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION WITH OFFER (OCT 2010)

(a) Definition. "United States", as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if—

(1) The offer exceeds \$12.5 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that—

(i) Exceeds \$650,000 in value; and

(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for--

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using--

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at

<http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

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

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

Information concerning a conflict of interest, as identified in NAVAIR 5252.209-9510, is provided.

No conflict of interest exists.

5252.222-9501 IDENTIFICATION OF FIRST-TIER SUBCONTRACTORS FOR PRE-AWARD CLEARANCE PURPOSES (NAVAIR) (FEB 1995)

(a) In order to comply with the pre-award clearance requirement of FAR 22.805(a), the bidder/offeror will identify any first-tier subcontractors proposed and estimated at \$10,000,000 or more, including name, address, telephone number, place or places of performance, and the estimated amount of the subcontract (if known) in the space provided below:

(b) For the purpose of this clause, "subcontract" means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and employee), (1) for furnishing of supplies or services or for use of real or personal property, including lease arrangements, that in whole or in part is necessary to the performance of any one or more Government contracts or (2) under which any portion of the contractor's obligation under any one or more Government contracts is performed, undertaken, or assumed. "Subcontractor" means any person who holds, or has held a subcontract subject to EO 11246. The term "first-tier subcontractor" means a subcontractor holding a subcontract with a prime contractor.

5252.223-9001 NOTICE TO OFFERORS--USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified

Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	MAR 2015

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery / Indefinite Quantity (ID/IQ) [with Firm Fixed Priced (FFP), Cost, and Cost Plus Fixed Fee (CPFF) with Fixed Burdened Rates orders] contract resulting from this solicitation.

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high- quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high- quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

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

Naval Air Warfare Center Training Systems Division (NAWCTSD)
 Contracting Officer – AIR- 2.5.3.3.2
 12350 Research Parkway
 Orlando, FL 32826

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

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/> or <http://www.farsite.hill.af.mil/>.

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

The anticipated award date for this requirement is 14 October 2016.

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:

*The Chief of the Contracting Office (AIR 2.5.3)

Timothy P. Cichon
 Naval Air Warfare Center Training Systems Division (NAWCTSD)
 12211 Science Dr.
 Orlando, FL 32826-3224

(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 L INFORMATION

SECTION L – INSTRUCTIONS TO OFFERORS

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 rating of unacceptable.

The government will base its evaluation on the information presented in the offeror's proposal. The offeror has the burden to submit a proposal that convincingly demonstrates that the offeror has an accurate understanding of the requirements and the associated risks; that the offeror has viable solutions for the requirements and potential risk areas; and that the offeror is able, willing and competent to devote the resources necessary to meet the requirements.

It is the offeror's responsibility to submit a proposal that enables government evaluators to effectively evaluate and substantiate the validity of any assertions set forth in the offeror's proposal. Do not simply rephrase or restate the government's requirements. Statements that the offeror will provide a particular feature or objective without explaining how the offeror proposes to meet that feature or objective are generally inadequate and may adversely impact the government's evaluation assessment of the offeror. Also inadequate are the following types of statements:

- unsupported statements that the offeror allegedly understands the requirements and risks;
- unsupported statements that the offeror allegedly can or will comply with requirements;
- unsupported statements that merely paraphrase the requirements;
- undefined or explained statements such as "best commercial practices will be used";
- undefined or explained statements such as "standard procedures will be used"; and
- undefined or explained statements such as "well-known techniques will be employed."

Alternate proposals are not acceptable. In addition, taking exception or deviating from any term or condition of the RFP may make an offer unacceptable, and the proposal unawardable, unless the RFP expressly authorizes such an exception or deviation with regard to that specific term or condition.

There is no need to repeat information in the same volume or in more than one volume. If an overlap exists, the detailed information should be included in the most logical place and summarized and referenced in other areas. With the exception of the Price or Past Performance Volumes, no cost or pricing information should appear in any volume.

2.0 PROPOSAL FORMAT

Written proposals must be formatted using a Times New Roman 12 point normal font, no reduction permitted, single-spaced, 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. When foldout pages are used, they must not exceed 11 x 17 inches and will be counted as 1 page. Drawings may be provided separately and may be any size, with font of any size, but should be folded to approximately 8.5 x 11 inch standard size and will count as 1 page. Graphs shall be presented in no smaller than a 10 point font.

3.0 PROPOSAL VOLUMES

All proposals must be UNCLASSIFIED. Each volume of the proposal shall be submitted as one paper original with additional copies as specified in the table below. The offeror also will provide a complete copy of the proposal fully compatible with Microsoft Office 2007 on Compact Disks Read-Only Memory (CD-ROMs). The offeror will ensure that the Cost/Price Volume is provided on separate CD-ROMs in Microsoft Office 2010 Excel format, with spreadsheets unprotected. Each CD-ROM is to be labeled for content and the offeror's name. If a discrepancy exists between the original paper version of the proposal and the CD-ROM "copy," the paper original will take precedence.

Each proposal volume binder must contain the solicitation number; cover and title page; title of the proposal; offeror's name, address, CAGE Code, and point of contact; proposal volume number; copy number; and table of content in sufficient detail so evaluators can easily locate elements.

Page limitations for each volume are specified in the table below. Proposal pages beyond the specified limit will not be evaluated.

Volume Number	Volume Title	Page Limit	Copies Required
I	TECHNICAL/MANAGEMENT	25 pages	1 Paper Original 2 Paper Copies 2 CD-ROM Copies
II	PAST PERFORMANCE	As needed	1 Paper Original 2 Paper Copies 2 CD-ROM Copies
III	PRICE	As needed	1 Paper Original 2 Paper Copies 2 CD-ROM Copies
Volume I Annex A	Technical/Management Volume Key Personnel Resumes and Letters of Intent	As Needed	1 Paper Original 2 Paper Copies 2 CD-ROM Copies
Volume II Annex B	Past Performance Volume Relevant Portions of Statements of Work and Specifications for Past Performance Contracts	As Needed	1 Paper Original 2 Paper Copies 2 CD-ROM Copies

4.0 PROPOSAL SUBMISSION

Mark all packages clearly with the solicitation number. The submission date for the proposal shall be no later than 15:00 Eastern Standard Time on Friday, April 29, 2016. Offerors shall not submit proposals by facsimile or via email.

4.1 Proposals Submitted by Commercial Carrier: Offerors shall submit proposals via United States Postal Service or through a commercial carrier using the following address:

Naval Air Warfare Center Training Systems Division
Code: AIR-2.5.3.3.2
Attn: Mr. Tony Pham, Contract Specialist
12211 Science Drive
Orlando, FL 32826
Phone: (407) 380-8155
Solicitation Number: N61340-16-R-0007

4.2 Hand Carried Proposals: Hand carried proposals must be delivered to the address above, attention Tony Pham, (407) 380-8155. If a proposal or amendment is hand carried, the offeror must submit a written visit request no later than twenty-four (24) hours prior to delivery of the proposal. Without the visit request, the offeror may not get beyond the installation security gate to deliver its proposal. A visit request may be obtained by contacting Tony Pham, Contract Specialist, at (407) 380-8155, or chi.t.pham@navy.mil. Offerors will be required to supply the Contract Specialist with the name, citizenship, and telephone number of all the individuals that will be present to hand deliver the proposals in order to prepare the necessary Visitor Request(s) no later than twenty-four (24) hours prior to arrival. NAWCTSD is a secured facility, and all visitors will be stopped by security personnel upon entrance. Only authorized visitors will be permitted to enter. Upon admittance, offerors are required to report to the lobby of the DeFlorez Building and contact the cognizant Contract Specialist to accept the proposal submission (a telephone is available in the lobby to place calls within the building). In the event that Mr. Pham is not available, please contact the alternate point of contact, Mr. Austin Brookshire, at (407) 380-8192.

Please note: NAWCTSD security personnel are not authorized to accept proposals. The Contract Specialist will provide the Offeror with documentation reflecting the date and time the proposal submission was received for the Offeror's record.

IMPORTANT NOTICE:

All packages entering the Consolidated Mail Facility onboard the Naval Air Warfare Center Training Systems Division (NAWCTSD) are being scanned. If the contents of the box/package contains electronic components or media, or otherwise should not be scanned because of potential damage to the contents, the sender/offeror shall mark the box/package with a "DO NOT SCAN" sticker.

5.0 PROPOSAL PACKAGING

The offeror shall package the proposal volumes in cartons or equivalent packaging containers in the most efficient manner possible, grouping like-volumes to the maximum extent possible. Each container shall be single-person portable. One container shall include all original proposal volumes. Each box should include a packing slip detailing the contents, to include the volume number, title, and copy number. Also, each box should be stamped or marked "For Official Use Only."

6.0 CHANGES TO SOLICITATION

All amendments to this solicitation will be posted at <https://www.fbo.gov/>. Offerors and potential offerors should search the database for the solicitation number **N61340-16-R-0007**.

7.0 SOLICITATION QUESTIONS

The Contract Specialist is the sole POC for this acquisition. Any questions regarding this solicitation must be submitted to him in writing by electronic mail to the following address:

Mr. Tony Pham, Contract Specialist, chi.t.pham@navy.mil

Each question shall reference the applicable document, paragraph, and page number. Questions containing proprietary information shall not be submitted because all government responses to questions will be provided to all potential offerors via amendment to the solicitation. All questions must be submitted no later than 14 days prior to the proposal submission due date.

The government reserves the right not to respond to any questions received concerning this solicitation after the question receipt date above. Accordingly, offerors are encouraged to carefully review all solicitation requirements and submit questions to the government early in the proposal cycle. It is not anticipated that the closing date for receipt of offers will be extended.

8.0 PRE-PROPOSAL CONFERENCE/SITE VISIT

8.1 A Pre-Proposal Conference/Site Visit will be conducted as follows:

Location: FRCSE Cecil Commerce Center (Cecil Field)
6206 Aviation Ave., Jacksonville, FL 32221
POC: Mr. Rogelio Soliman, 904-790-4145, or rogelio.soliman@navy.mil
Date/Time: 30 March 2016 / 1300 EST.

8.2 All prospective offerors are urged to attend the Pre-Proposal Conference/Site Visit. Each offeror is restricted to a total of three (3) attendees, and subcontractor attendees count toward the limit of three attendees. Exact building/room number and location for the Pre-Proposal Conference/Site Visit will be provided by the point of contact in Section L.A.8.1, above, upon receipt of visitor requests. See below for Visit Request information. Subcontractor requests are to be requested through the prime contractor.

8.3 In order to attend the Pre-Proposal Conference/Site Visit, each offeror shall submit visit requests using Attachment L-1, "FRCSE Visit Access-Badge Requests." For those company officials who will attend, send the Attachment L-1 request to the point of contact in Section L.A.8.1, above, via email five (5) business days prior to the date identified in Section L.A.8.1. Only one pre-proposal conference will be held at Cecil Field, FL. Additional site visits at the remote sites will not be held.

8.4 Questions generated at the Pre-Proposal Conference/Site Visit shall be submitted in writing in accordance with Section L.A.7.0 above. At no time will the government answer questions regarding the solicitation to a single potential offeror without providing the answer to all potential offerors. The government will not engage in "side-bar" question and answer sessions with any individual or potential offeror. Questions submitted formally will be answered and distributed to offerors through RFP amendment.

8.5 Failure of a prospective offeror to attend the conference or to submit any questions will be construed to mean that the offeror fully understands all requirements of the solicitation. Prospective offerors are advised that the conference will be held solely for the purpose of explaining the requirements and terms and conditions of this solicitation. The Pre-Proposal Conference/Site Visit will be the only opportunity afforded to any prospective offeror to visit the site. All prospective offerors are advised that this solicitation will remain unchanged at the conclusion of the conference, unless amended in writing. If an amendment is issued, normal procedures relating to the acknowledgement and receipt of any such amendment shall be applicable. In no event will failure to attend the conference constitute grounds for a claim after award of the contract.

8.6 The government is not responsible for, nor will the government pay, any portion of the costs associated with attendance at the respective site visit by prospective contractor personnel.

PART B SPECIFIC INSTRUCTIONS

1.0 VOLUME I – TECHNICAL/MANAGEMENT (Factor 1)

Note: This volume shall not contain any reference to the cost/price aspects of the offer.

The offeror shall provide information to address the elements below.

1.1 **Management of Simultaneous Task Orders.** The offeror shall explain the offeror's capability to simultaneously manage multiple one-year task orders, up to 15, ranging in value from \$3,600 to \$2.5 million, during the five-year ordering period under the Indefinite Delivery/Indefinite Quantity (ID/IQ) contract.

1.2 Recruitment and Retention. The offeror shall describe its management approach for recruiting qualified personnel, its plan for retaining qualified employees, and how the offeror will address employee-turnover issues.

The offeror shall submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The proposed compensation levels should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty.

At the minimum, the offeror shall submit a total compensation plan that:

- a. Reflects a sound management approach and understanding of the contract requirements;
- b. Provides supporting information in establishing the total compensation structure;
- c. Demonstrates an ability to provide uninterrupted high-quality work; and
- d. Is an acceptable total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract.

To comply with FAR provision 52.222-46, the government will evaluate the Technical/Management proposals and compare offerors' burdened fixed labor rates set forth in Section J, Attachment 5 to the labor rates found at Attachment L-5, Department of Labor Hourly Wages, to assess that it is reasonable for the offeror to attract and retain quality professionals. The offeror is cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

1.3 Organizational Structure. The offeror shall provide the following information regarding the offeror's proposed organizational structure:

- a. Identify all companies by providing their names, place of performance, CAGE number, DUNS number, and brief work description and/or program responsibility using the following table as an example. The offeror shall also describe how entity/vendor personnel will be used and controlled in the offeror's execution of the program.

Entity / Vendor	Place of Performance, CAGE Code, DUNS #	Brief Work Description and/or Program Responsibility
Prime	Any Town, USA	Fill in
Subcontractor 1	Any Town, USA	Fill in

- b. Provide an organizational flow chart showing clearly defined lines of responsibility, clearly defined levels of decision authority, clearly defined lines of communication, location of key personnel, and the contractor-to-government interface to include all entities.

- c. Describe the organizational structure for the proposed contractor program team with emphasis on how the offeror's organization will perform as an Integrated Product Team (IPT), roles and responsibilities, and the approach to communications, including required government participation and insight.

1.4 Mobilization Plan. The services under this solicitation are vital to the government and must be continued without interruption. The offeror shall describe its mobilization plan based on a 60-day period after award that ensures a smooth workplace changeover from the incumbent with no loss of service. The plan shall take into consideration the following elements as well as any additional elements deemed necessary by the offeror:

- a. Security Requirement to include OPSEC, facility clearances and base access: The offeror shall explain its plan to implement the required security clearances and physical access requirements of the contract so that service is not interrupted.

b. **Risk Mitigation Strategies:** The offeror shall discuss performance risks during mobilization, and provide a plan of action to mitigate performance risks that might be encountered during the mobilization period.

1.5 Personnel Qualifications. The offeror shall provide the information below regarding its proposed personnel.

a. **Attachment L-3, Key Personnel Resumes:** For proposed current and contingent Key Personnel, provide resumes in Volume I, Annex A, that demonstrate experience and specialized qualifications that meet the requirements of Section J, Attachment 2, “Contract Labor Categories and Qualifications.” Submittals shall be provided using Attachment L-3, “Resume Format.” The government-provided labor category titles in Section J, Attachment 2, “Contract Labor Categories and Qualifications,” might not directly correlate to the existing labor category titles of each offeror, but the offeror’s proposed personnel must at least meet the minimum personnel requirements of each government-provided labor category.

The following nine labor categories located in Jacksonville, Florida (CLIN 0002) are Key Personnel:

1. Program Manager at the government and contractor’s Site
2. Senior Acquisition Logistics Manager at the government’s Site
3. Senior Acquisition Logistics Manager at the contractor’s Site
4. Senior Operations Logistics Manager at the government’s Site
5. Senior Operations Logistics Manager at the contractor’s Site
6. Senior Logistics Analyst at the government’s Site
7. Senior Logistics Analyst at the contractor’s Site
8. Senior Logistics Engineer at the government’s Site
9. Senior Logistics Engineer at the contractor’s Site

The following one labor category located in Oklahoma City, Oklahoma (CLIN 0003), is Key Personnel:

1. Program Manager at the government and contractor’s Site

The following eight labor categories located in Arlington, Virginia (CLIN 0004), are Key Personnel:

1. Program Manager at the government and contractor’s Site
2. Senior Acquisition Logistics Manager at the government’s Site
3. Senior Acquisition Logistics Manager at the contractor’s Site
4. Senior Operations Logistics Manager at the government’s Site
5. Senior Operations Logistics Manager at the contractor’s Site
6. Senior Logistics Analyst at the government’s Site
7. Senior Logistics Engineer at the government’s Site
8. Senior Logistics Engineer at the contractor’s Site

b. **Attachment L-2, “Workforce Qualifications Spreadsheet”:** The offeror shall complete Attachment L-2, “Workforce Qualifications Spreadsheet,” for each current, contingent, and prospective hire employee proposed under this basic contract. The offeror shall submit Attachment L-2 utilizing the government-provided labor category descriptions and qualifications that are found in Section J, Attachment 2, “Contract Labor Categories and Qualifications.” In addition to the proper security clearance, contractor personnel proposed for each labor category shall have at least the minimum level of education, professional, and technical experience identified

in Section J, Attachment 2. Offerors may propose experience and qualifications beyond the minimum requirements. The government-provided labor category titles in Section J, Attachment 2 might not directly correlate to the existing labor category titles of each offeror, but the offeror’s proposed personnel must at least meet the minimum personnel requirements of each government-provided labor category.

c. Key Personnel Contingent Hire Letters of Intent: All contingent hires for Key Personnel shall have a Letter of Intent included in Volume I, Annex A. The Letter of Intent is a separate written agreement signed by the contingent employee to work for the offeror effective at a specified date. Proposed subcontractors shall provide this information in the prime contractor’s submission of this document. Each signed Letter of Intent must, at a minimum, state the following:

My name is _____ [*insert proposed employee’s name*]. I agree to work for _____ [*insert company’s name*] as a _____ [*insert appropriate labor category title from Section J, Attachment 2, “Contract Labor Categories and Qualifications”*] at an hourly rate of \$_____ from _____, 2016 (*insert date*) to at least _____ [*insert date*]. I can be reached at _____ [*insert current phone number*].

Corporate Officer Signature

Proposed Employee Signature

[*Insert name of Corporate Officer*]

[*Insert name of Proposed Employee*]

Date _____

Date _____

2.0 VOLUME II: PAST PERFORMANCE (Factor 2)

Note: This volume shall not contain any reference to the cost/price aspects of the offer.

2.1 Past Performance Contract Reference for Offeror and Principal Team Members

a. The offeror shall identify up to three of the prime offeror's most relevant government or commercial past performance contract references, and up to two of the most relevant government or commercial past performance contracts for each "principal team member."

b. A "principal team member," for purposes of the past performance evaluation Factor, is defined as a subcontractor, joint venture owner (joint venture), partnership owner (partner), corporate parent, division, subsidiary, affiliate or vendor that is proposed to provide at least 20% of the proposed total cost/price (excluding the offeror's profit/fee) for the contract.

c. An offeror will not receive past performance credit for a proposed principal team member unless the offeror's proposal demonstrates how the resources of that principal team member – its workforce, management, facilities, or other resources – will in fact be provided to perform at least 20% of the proposed total cost/price for the contract, excluding the prime offeror's profit. Merely stating that the offeror has access to the resources of a principal team member is insufficient.

d. The government will not consider past performance contract references performed by an individual joint venture or partner unless the joint venture or partner meets the definition of "principal team member."

e. Any submitted past performance contract reference must contain performance within five (5) years of the proposal due date specified in Section L, Part A(4.0) of the RFP. Performance that took place greater than five years from the proposal due date will not be considered.

f. Forward a copy of the Past Performance Questionnaire attached to this RFP to the past performance contract customer's Procuring Contracting Officer (PCO), Administrative Contracting Officer (ACO), Program Manager and Point of Contact for the following past performance contracts:

- Past performance contract references that do not have CPARS Reports, and
- Past performance contract references with CPARS Reports completed by the Assessing Official more than six months prior to the RFP's proposal due date.

All questionnaires shall be forwarded within two weeks from the RFP release date. The offeror shall include instructions for its customers to send completed questionnaires within two weeks of the customer's receipt of the questionnaire to Mr. Tony Pham, Contract Specialist, at chi.t.pham@navy.mil.

g. The offeror should provide written consent from its principal team members that will allow the government to coordinate any of those entities' past performance issues with the offeror. If the offeror does not submit such written consent, then the government will address any past performance issues directly with the principal team member, and the offeror will forfeit the opportunity to participate in any related discussions. Consequently, for any principal team members that do not provide such written consent, provide a point of contact name, address, phone number, fax number, and email address with whom the government may coordinate past performance issues.

h. To evaluate past performance, the government may use information other than information provided by the offeror in its proposal, and may use past performance information obtained from sources other than those identified by the offeror.

i. The offeror has the burden of providing thorough and complete past performance information. It is incumbent upon the offeror to explain the relevance of data provided in its proposal. The government has no duty to search for additional data to cure problems the government finds in the information provided by the offeror.

j. Regardless of relevancy, the offeror shall provide a list of Show Cause Notices, Cure Notices, and Terminations for Default received on any contract, task order, or delivery order within the past 5 years for prime contractor and principle team members.

2.2 Past Performance Contract Information

Provide the information identified further below in a Microsoft Word Table 1, Past Performance Contract Information, for each past performance contract reference identified. Offerors may not propose an entire Multiple-Award Contract (MAC) as a past performance contract reference. Task or delivery orders awarded under MACs will be considered standalone “contracts” for purposes of past performance evaluation. For a single-award indefinite delivery contract, offerors may propose the entire basic contract as a past performance reference, or may propose a specific task or delivery order as a past performance reference. If an offeror proposes an entire single-award indefinite delivery contract as a past performance reference, however, the offeror must provide the past performance relevance information set forth further below for each and every task or delivery order issued.

Table 1, Past Performance Contract Information

	Prime (P), Principle Team Member (PTM)	P1	P2	P3	PTM1	PTM2
1	Contractor’s Name					
2	Contractor’s Role in the Past Performance Contract, and Contractor’s Proposed Role in the Instant Contract					
3	Contract Title					
4	Contract Number					
5	Contract Type: Firm-fixed-price, cost-reimbursable-fixed-fee, etc.					
6	Procuring Agency					
7	Description of Product or Service					
8	Acquisition Phase of Contract – Development versus Production					
9	Period of Performance					
10	Dollar Value of Contract					
11	Dollar Value of Effort Performed by the Contractor					
12	Place of Performance ¹					
13	CAGE Code and DUNS Number ²					
14	Do CPARS exist? Yes or No ³					
15	If CPARS exist, state the number of CPARS that exist					
16	If CPARS exist, state the completion dates					
17	Agree to Allow Coordination with Prime Offeror? Yes or No.					
18	The Number of Questionnaires the Contractor Sent					
19	Point of Contact’s Name, Phone Number, Fax Number, and Email Address for each questionnaire sent					
20	Did Performance Take Place Within Required 5 Year Period? Yes or No					

¹ Place of Performance should be the location of the government or contractor’s facility where the predominance of the work was performed.

² Provide the CAGE Code and DUNS Number of the company performing the work. If the CAGE Code or DUNS Number is different than the past performance entity proposed to perform the solicitation’s effort, please explain the reason.

³ As part of its Past Performance Volume, the offeror shall provide printed CPARS that are referenced in the table.

2.3 Relevancy Information of the Past Performance Contract References

For each past performance contract reference, provide the following information:

a. Contract Types: Compare the contract type of the past performance contract reference to the contract type of this solicitation's effort.

b. Total Dollar Amounts: Compare the total dollar amount of the past performance contract reference to the total proposed dollar amount of this solicitation's effort.

c. Dollar Amounts Actually Performed: Compare the dollar amount of the effort actually performed by the offeror or principal team member under the past performance contract reference to the dollar amount of the effort proposed to be performed by the offeror or principal team member under this solicitation's effort.

d. Locations and Divisions: Compare the location and division of the company that performed the past performance contract reference effort to the location and division of the company that is proposed to perform this solicitation's effort.

e. Period of Performances: Compare the period of performance of the past performance contract to the period of performance actually performed under that past performance contract reference for the offeror or principal team member.

f. Compare Similarities: Compare the similarity of the product provided or service actually performed by the offeror or principal team member under the past performance contract reference to the product provided or service proposed to be performed by the offeror or principal team member under this solicitation's effort in the following areas:

- Scope of Effort — Compare the scope of the tasks in the offeror's or principal team member's past performance contract's Statement of Work, Performance Work Statement, and/or Statement of Objectives to the scope of the tasks proposed to be performed by the offeror or principal team member under this solicitation's Statement of Work.
- Magnitude of Effort — Compare the dollar amount of the effort actually performed by the offeror or principal team member under the past performance contract reference to the dollar amount of the effort proposed to be performed by the offeror or principal team member under this solicitation's effort.
- Complexities of Effort — Compare complexities of the work performed by the offeror or principal team member under the past performance contract reference to complexities of the work proposed to be performed by the offeror or principal team member under this solicitation's effort for attributes such as the type of services provided; number of sites involved with the services; number of persons on the job at various sites; and the skills necessary to perform the services.

g. Compare Specific Performance Attributes: For this solicitation, the following past performance attributes are also part of the determination of relevance:

- Level of Repair Analysis (LORA)
- Design Interface (DI)
- Maintenance Planning (MP)
- Logistics Support Analysis (LSA)
- Maintenance Scheduling/Management Analysis (MS/MA)

As a result, for each past performance contract reference, please:

- i. Provide the portion of the past performance contract reference's statement of work or specification that required performance of LORA, DI, MP, LSA, or MS/MA; and
- ii. Compare the similarity of LORA, DI, MP, LSA, and/or MS/MA actually performed by the offeror or principal team member under the past performance contract reference to the LORA, DI, MP, LSA, and/or MS/MA proposed to be performed by the offeror or principal team member under this solicitation's effort, using quantifiable measures if possible.

2.4 Demonstrated Performance Information of the Past Performance Contract References

a. For each past performance contract reference, the offeror shall provide available CPARS or Past Performance Questionnaires that address the areas below. The government does not want to receive, and will not evaluate, an offeror's self-described description of purported past performance.

- Quality of Product or Service. The offeror's past performance in the delivery of quality supplies and services, which includes meeting technical requirements.
- Schedule. The offeror's past performance in meeting schedule requirements, to include on-time or late deliveries and modifications of original schedules.
- Cost Control. The offeror's past performance in controlling contract costs, to include the cost of performance, cost overruns, and cost underruns.
- Management. The offeror's past performance in managing the contracted effort, to include program management, subcontract management, and cooperation with the customer.
- Regulatory Compliance. The offeror's past performance in compliance with all terms and conditions in the contract or order relating to applicable regulations and codes.

b. For any past performance problem identified in the CPARS or Past Performance Questionnaires, describe the status of the problem and what measures the offeror used to resolve the problem and prevent reoccurrence. If the problem was or is recurring, describe the impact that the offeror's improvement effort had or will have on resolving the problem. If the problem is not likely to happen again, state why. If the problem is or was likely to happen again, describe the impact that the offeror's improvement effort had or will have on resolving the problem so that it did not or will not happen again. Describe the resolution used to correct the past performance problem and, if applicable, how the offeror proposes to use that resolution for this solicitation's effort.

3.0 VOLUME III – COST/PRICE (Factor 3)

3.1 Cost/Price Volume

All cost/price information shall be contained in the Cost/Price Volume. No cost/price information, with the exception of the Past Performance Volume and the hourly labor rates contained in the Letters of Intent required in Annex A of the Technical/Management Volume, shall be included in any other volume (including cover letters). The Cost/Price Volume shall be prepared in accordance with the instructions below.

Adequate price competition is anticipated; therefore, the pricing documentation requested is not considered cost or pricing data and shall not be certified in accordance with FAR 15.406-2. However, in the event that adequate price competition does not exist after receipt of proposals, the offeror will be requested to provide cost or pricing data, inclusive of a Certificate of Current Cost or Pricing Data, pursuant to FAR Part 15.

3.2 CLIN 0001, Mobilization

For CLIN 0001, offerors shall propose a separate firm-fixed-price for the Mobilization effort (CLIN 0001) in Section B of the RFP.

3.3 CLIN 0002, 0003, and 0004, Logistics and Technical Support Services

a. Proposed labor personnel shall meet the requirements set forth in Section J, Attachment 2. Government Labor Categories set forth in the “CLINs 0002, 0003, and 0004 Estimated Labor Hours” tables and Section J, Attachment 5 are described in Section J, Attachment 2, “Contract Labor Categories and Qualifications.” The government’s labor category titles may not be the same nomenclature as the offeror’s existing labor category titles, but the offeror shall NOT tailor the “Government Labor Category” column in Section J, Attachment 5. Instead, the offeror shall insert the title of the labor category the offeror will be utilizing in the adjacent column entitled “Contractor Proposed Category,” but only if the offeror’s labor category qualifications meet the government’s labor category qualifications set forth in Section J, Attachment 2. The offeror’s proposed labor categories must meet the minimum personnel qualifications for each comparable government-provided labor category.

b. Insert Burdened Labor Rates in Section J, Attachment 5. For each labor category in Section J, Attachment 5, insert burdened labor rates, without profit, and multiply those rates by the respective category’s estimated number of hours. Offerors shall not propose uncompensated overtime. The straight hourly burdened labor rates shall use a 40-hour week for conversion of salaried employees to hourly basis and shall include vacation, sick leave, holidays, fringe, overhead, G&A, and any other indirect costs the offeror wants or needs to include.

c. Fee. The awarded contract will contain the offeror’s proposed fixed fee dollar amount, which is the fee percentage multiplied by the offeror’s total estimated price. No fees shall be applied to travel and material estimated costs. The proposed fixed fee shall not exceed the statutory limitations specified in FAR section 15.404-4(c)(4)(i). The fixed fee dollar amount will be negotiated for each individual task order using the same percentage the offeror used to propose a fixed fee for the contract. The fixed fee dollar amount will be paid in accordance with clause 5252.211-9503, Level of Effort, and clause 5252.232-9510, “Payment of Fixed Fee.”

The offeror also shall conduct an appropriate price analysis consistent with FAR 15.404-3 to establish the reasonableness of proposed subcontractor prices. In some cases, the subcontractor may deny the offeror access to the subcontractor’s proprietary price data, but it does not alleviate the offeror’s obligation with respect to conducting price analysis to determine that the overall subcontract price is fair and reasonable.

d. **CLIN 0002, Logistics and Technical Support Services in JAX, FL**

The government's estimate of the labor hours for the proposed work effort under CLIN 0002 is identified in the Table 2 below, entitled "CLIN 0002 Estimated Labor Hours." The labor categories and estimated labor hours for those categories are based on the most recent year's historical hours and, thus, provide a basis for a reasonable assessment of the cost of performance in the competing proposals for CLIN 0002. All hours are straight-time hours, with only one day-time shift.

Table 2, CLIN 0002 Estimated Labor Hours

Labor Category		Year 1	Year 2	Year 3	Year 4	Year 5
1 Work Year = 1,920 hours	Gov (G) or Ktr (K) Site	12 Dec 2016 to 13 Oct 2017	14 Oct 2017 to 13 Oct 2018	14 Oct 2018 to 13 Oct 2019	14 Oct 2019 to 13 Oct 2020	14 Oct 2020 to 13 Oct 2021
JAX = Naval Air Station Jacksonville, FL; Cecil Field, FL; Orange Park, FL; and Naval Station Mayport, FL (Straight Time)						
*Program Manager (JAX)	G	100	120	120	120	120
*Program Manager (JAX)	K	1,050	1,200	1,200	1,200	1,200
*Acquisition Logistics Manager, Senior (JAX)	G	262	314	314	314	314
*Acquisition Logistics Manager, Senior (JAX)	K	1,167	1,400	1,400	1,400	1,400
Acquisition Logistics Manager (JAX)	G	1,250	1,500	1,500	1,500	1,500
Acquisition Logistics Manager (JAX)	K	142	170	170	170	170
*Operations Logistics Manager, Senior (JAX)	G	1,183	1,420	1,420	1,420	1,420
*Operations Logistics Manager, Senior (JAX)	K	5,250	6,300	6,300	6,300	6,300
Logistician III (formerly OLM) (JAX)	G	4,333	5,200	5,200	5,200	5,200
Logistician III (formerly OLM)(JAX)	K	8,500	10,200	10,200	10,200	10,200
Logistician II (formerly LT) (JAX)	G	3,333	4,000	4,000	4,000	4,000
Logistician II (formerly LT) (JAX)	K	4,333	5,200	5,200	5,200	5,200
Logistician I (formerly Jr Logistics Mgr) (JAX)	K	1,600	1,920	1,920	1,920	1,920
*Logistics Analyst, Senior (JAX)	G	8,320	9,984	9,984	9,984	9,984
*Logistics Analyst, Senior (JAX)	K	667	800	800	800	800
Logistics Analyst (JAX)	G	10,833	13,000	13,000	13,000	13,000
Logistics Analyst (JAX)	K	16,667	20,000	20,000	20,000	20,000
Logistics Analyst, Junior (formerly Jr Analyst) (JAX)	G	1,600	1,920	1,920	1,920	1,920
*Logistics Engineer, Senior (JAX)	G	3,333	4,000	4,000	4,000	4,000

*Logistics Engineer, Senior (JAX)	K	2,667	3,200	3,200	3,200	3,200
Engineer / Scientist II (Logistics Engineer) (JAX)	G	3,500	4,200	4,200	4,200	4,200
Engineer / Scientist II (Logistics Engineer) (JAX)	K	833	1,000	1,000	1,000	1,000
Clerk Typist (JAX)	G	129	155	155	155	155
Clerk Typist (JAX)	K	1,333	1,600	1,600	1,600	1,600
Computer Operator II (JAX)	G	42	50	50	50	50
Computer Operator II (JAX)	K	90	108	108	108	108
Data Entry Operator II (formerly KEO) (JAX)	G	400	480	480	480	480
Data Entry Operator II (formerly KEO) (JAX)	K	573	688	688	688	688
Subtotal		83,490	100,129	100,129	100,129	100,129
CLIN 0002 Total		484,006				
* Labor categories with an asterisk are Key Personnel						

e. **CLIN 0003, Logistics and Technical Support Services in Oklahoma City, OK**

The government’s estimate of the labor hours for the proposed work effort under CLIN 0003 is identified in the Table 3 below, entitled “CLIN 0003 Estimated Labor Hours.” The labor categories and estimated labor hours for those categories are based on the most recent year’s historical hours and, thus, provide a basis for a reasonable assessment of the cost of performance in the competing proposals for CLIN 0003. All hours are straight-time hours, with only one day-time shift.

Table 3, CLIN 0003 Estimated Labor Hours

Labor Category		Year 1	Year 2	Year 3	Year 4	Year 5
1 Work Year = 1,920 hours	Gov (G) or Ktr (K) Site	14 Dec 2016 to 13 Oct 2017	14 Oct 2017 to 13 Oct 2018	14 Oct 2018 to 13 Oct 2019	14 Oct 2019 to 13 Oct 2020	14 Oct 2020 to 13 Oct 2021
OK = Oklahoma City, OK						
(Straight Time)						
*Program Manager (OK)	G	83	100	100	100	100
*Program Manager (OK)	K	1,167	1,400	1,400	1,400	1,400
Operations Logistics Manager, Senior (OK)	G	1,833	2,200	2,200	2,200	2,200
Operations Logistics Manager, Senior (OK)	K	1,833	2,200	2,200	2,200	2,200
Logistician III (formerly OLM) (OK)	G	3,583	4,300	4,300	4,300	4,300
Logistician III (formerly OLM) (OK)	K	12,333	14,800	14,800	14,800	14,800
Logistician I (formerly Jr Logistics Mgr) (OK)	G	3,583	4,300	4,300	4,300	4,300

Logistics Analyst, Senior (OK)	K	1,833	2,200	2,200	2,200	2,200
Logistics Analyst (OK)	G	167	200	200	200	200
Logistics Analyst (OK)	K	1,833	2,200	2,200	2,200	2,200
Logistics Engineer, Senior (OK)	G	417	500	500	500	500
Logistics Engineer, Senior (OK)	K	1,833	2,200	2,200	2,200	2,200
Clerk Typist (OK)	K	83	100	100	100	100
Subtotal		30,581	36,700	36,700	36,700	36,700
CLIN 0003 Total		177,381				
* Labor categories with an asterisk are Key Personnel						

f. **CLIN 0004, Logistics and Technical Support Services in Arlington, VA**

The government’s estimate of the labor hours for the proposed work effort under CLIN 0004 is identified in the Table 4 below, entitled “CLIN 0004 Estimated Labor Hours.” The labor categories and estimated labor hours for those categories are based on the most recent year’s historical hours and, thus, provide a basis for a reasonable assessment of the cost of performance in the competing proposals for CLIN 0004. All hours are straight-time hours, with only one day-time shift.

Table 4, CLIN 0004 Estimated Labor Hours

Labor Category		Year 1	Year 2	Year 3	Year 4	Year 5
1 Work Year = 1,920 hours	Gov (G) or Ktr (K) Site	14 Dec 2016 to 13 Oct 2017	14 Oct 2017 to 13 Oct 2018	14 Oct 2018 to 13 Oct 2019	14 Oct 2019 to 13 Oct 2020	14 Oct 2020 to 13 Oct 2021
VA = Arlington, VA (Straight Time)						
*Program Manager (VA)	G	83	100	100	100	100
*Program Manager (VA)	K	1,200	1,440	1,440	1,440	1,440
*Acquisition Logistics Manager, Senior (VA)	G	1,333	1,600	1,600	1,600	1,600
*Acquisition Logistics Manager, Senior (VA)	K	1,333	1,600	1,600	1,600	1,600
*Operations Logistics Manager, Senior (VA)	G	5,280	6,336	6,336	6,336	6,336
*Operations Logistics Manager, Senior (VA)	K	1,333	1,600	1,600	1,600	1,600
Logistician III (formerly OLM) (VA)	G	2,667	3,200	3,200	3,200	3,200
*Logistics Analyst, Senior (VA)	G	1,333	1,600	1,600	1,600	1,600
Logistics Analyst (VA)	G	833	1,000	1,000	1,000	1,000
Logistics Analyst (VA)	K	83	100	100	100	100
*Logistics Engineer, Senior (VA)	G	2,667	3,200	3,200	3,200	3,200

*Logistics Engineer, Senior (VA)	K	833	1,000	1,000	1,000	1,000
Subtotal		18,978	22,776	22,776	22,776	22,776
CLIN 0004 Total		110,082				
* Labor categories with an asterisk are Key Personnel						

3.4 CLINs 0005 and 0006, Travel and Material. All offerors shall use the following estimated amounts for travel and material in Section B:

	Year 1	Year 2	Year 3	Year 4	Year 5	6-month Option	Total
Travel	\$262,300	\$270,150	\$278,250	\$286,600	\$295,200	\$147,600	\$1,540,100
Material	\$3,625	\$3,725	\$3,825	\$3,950	\$4,075	\$2,038	\$21,238

These material and travel estimates are all-inclusive and are considered fully burdened. Offerors shall not further burden these estimates at the time of proposal submission.

3.5 CLIN 0007, Technical Data. CLIN 0007 is Not Separately Priced.

3.6 Administrative Information. Offerors shall provide the following information:

- a. The original signed cover page of the Standard Form 33 (SF33) for the basic solicitation and each amendment (as applicable).
- b. A completed copy of Section B of the solicitation, with the Estimated Cost, Fixed Fee, and Total Estimated Cost + Fee filled in
- c. A completed Section K of the solicitation.
- d. Completed copies of NAVAIR clauses 5252.201-9502, "Contractor's Authorized Contractor Coordinator and Technical Liaison," and 5252.215-9512, "Savings Clause," found in Section G of the solicitation.
- e. A point of contact, physical address, email address, and telephone number of DCAA and DCMA offices.
- f. Provide evidence that the offeror complies with FAR clause 52.219-14, "Limitations on Subcontracting." Provide the mathematical calculation that shows the offeror meets the percentage set forth in the clause.
- g. Pursuant to FAR section 16.301-3(a)(3) and DFARS clause 252.242-7006, "Accounting System Administration," the contractor's accounting system must be adequate during the entire period of contract performance for determining charges applicable to this contract. As a result, all offerors shall provide evidence from DCAA, other federal civilian audit agencies, or a private accounting firm that, as of the proposal due date, the offeror's accounting system has been audited and has been determined adequate and suitable for administration of a cost-reimbursable type of contract. Offerors that submit evidence from a private accounting firm must submit Standard Form 1408, completed and signed by the private accounting firm that performed the audit.

An offeror that fails to submit the above requested evidence of an acceptable accounting system will be determined technically unacceptable, will not be included in the competitive range if discussions are held, will not form the basis for award, and will not be referred to the Small Business Administration for a Certificate of

Competency determination.

The following Table 5 lists the attachments provided to the offeror with Section L, to assist with proposal development.

Table 5, List of Section L Attachments

Attachment Number	Electronic File Title	Attachment Name
L-1	FRCSE Visit Access-Badge Requests	L-1 FRCSE Visit Access-Badge Requests
L-2	Vol I Workforce Qualifications	L-2 Vol I Workforce Qualifications
L-3	Vol I Resume Format	L-3 Vol I Resume Format
L-4	Vol II Past Performance Questionnaire	L-4 Vol II Past Performance Questionnaire
L-5	DOL Hourly Wages	L-5 DOL Hourly Rates

Section M - Evaluation Factors for Award

SECTION M INFORMATION

Section M - Evaluation Factors for Award

Part A: GENERAL INFORMATION

1.0 BASIS FOR AWARD

The government intends to award a contract to the responsible offeror whose proposal conforms to the solicitation's requirements and is the most advantageous to the government based upon an integrated assessment of the evaluation Factors described further below.

The government does not evaluate every requirement of the Statement of Work under Section M of the RFP. The awarded contractor, however, is required to comply with all requirements of the awarded contract.

Although the government may waive informalities and minor irregularities in proposals received, the failure to comply with terms and conditions of the solicitation may adversely impact the offeror's evaluation results, and could result in the offeror being removed from consideration for award.

2.0 OFFEROR RESPONSIBILITY TO SUBMIT AN UNAMBIGUOUS, CONVINCING PROPOSAL

It is the offeror's responsibility to submit a logical, unambiguous proposal that contains all pertinent information in sufficient detail so that government evaluators are able to meaningfully evaluate the offeror's proposed approach and estimated price.

An offeror's proposal must clearly and convincingly reveal the offeror's proposed approach and demonstrate that the offeror has an accurate understanding of the requirements and associated risks. An offeror's proposal must clearly and convincingly reveal that the offeror's proposed approach is viable for the evaluated requirements and that the offeror is able, willing, and competent to devote the resources necessary to meet the requirements.

Statements that the offeror will provide a particular feature or objective without explaining how the feature or objective will be met are generally inadequate and may adversely impact the offeror's evaluation assessment. Also inadequate are the following types of statements, which also may adversely impact the government's evaluation of the offeror:

- unsupported statements that merely paraphrase the requirements;
- unsupported statements that the offeror allegedly understands the requirements and risks;
- unsupported statements that the offeror allegedly can or will comply with requirements.
- undefined or explained statements such as "best commercial practices will be used";
- undefined or explained statements such as "standard procedures will be used"; and
- undefined or explained statements such as "well-known techniques will be employed."

3.0 AWARD ON INITIAL PROPOSALS

The government may award on initial proposals. If the government establishes a competitive range to seek revised proposals, the Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. As a result, an offeror's initial offer should contain the offeror's best terms from a technical/management, past performance, and price standpoint.

The government may consider any exception or deviation to any term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency, as defined at FAR 15.001. In addition, any approach that relies on government resources or operations in order to comply with a requirement (e.g., Government Furnished Property, Government Furnished Equipment, Government personnel/actions, Government Concept of Operation changes, etc.), unless otherwise allowed, may be considered a deficiency. A proposal assessed with a deficiency will make the offer ineligible for award.

The offeror's initial proposal must contain the offeror's best terms, conditions, and prices. Under FAR 16.505, the government is required to afford all offerors under the single-award contract a fair opportunity to submit an offer and have that offer fairly considered. Accordingly, the government will evaluate each offeror's proposal fairly, similarly, and in accordance with the solicitation's evaluation criteria; however, if the government does not award on initial proposals, the government may establish a competitive range comprised of all of the most highly rated proposals. Thus the government may hold "discussions" with all offerors who may have a reasonable chance for award. If the government does not make a competitive range determination, there will be no pre-award debriefings or pre-award notices of exclusion from a competitive range. Pre-award debriefings and pre-award notifications are not required under FAR Subpart 16.5.

After the government's initial evaluation the government may take any one or more of the following actions:

- (1) Award to the offeror whose initial proposal conforms to the solicitation's requirements and is the most advantageous to the government based upon an integrated assessment of the evaluation Factors described further below.
- (2) Further directly negotiate with, and obtain a revised proposal from, the offeror whose initial proposal conforms to the solicitation's requirements and is the most advantageous to the government based upon an integrated assessment of the evaluation Factors described further below, as long as the revised proposal does not remove evaluated strengths or increase the offeror's proposed total evaluated price set forth in Section B.
- (3) Obtain price supporting information, without obtaining a revised proposal or increase in proposed price, from an offeror whose initial proposal conforms to the solicitation's requirements and is the most advantageous to the government based upon an integrated assessment of the evaluation Factors described further below, but whose price is very low when compared to government estimates and/or other offerors' prices.
- (4) Further consider only the two offerors who are most likely to provide the most advantageous revised proposal to participate in one-on-one negotiations and submit a revised proposal.
- (5) Not award to any offeror.

4.0 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated using the factors listed below. The Technical/Management and Past Performance Factors are equal. All evaluation factors other than Cost/Price, when combined, are more important than Cost/Price.

- Factor 1: Technical/Management
- Factor 2: Past Performance
- Factor 3: Cost/Price

Because Technical/Management and Past Performance, when combined, are more important than the amount of the Cost/Price, the selection official is permitted to select an offeror that has proposed a higher cost/price if the technical superiority of that offeror's proposal and/or the relevant positive past performance of the offeror is worth the cost/price premium. Thus, the selection official will perform a tradeoff between offerors' total evaluated

cost/prices and their evaluated Technical/Management Factor strengths, weaknesses, and deficiencies and their relevant positive and negative assessments under the Past Performance Factor.

The government will assign one of the Technical/Management Factor and Past Performance Factor ratings below. The selection official, however, will not base his or her decision on the ratings because ratings are merely guides to intelligent decision making. The selection official will perform a tradeoff between offerors' evaluated prices and their evaluated Technical/Management Factor strengths, weaknesses, and deficiencies and their relevant positive and negative assessments under the Past Performance Factor.

5.0 EVALUATION RATINGS

TECHNICAL-MANAGEMENT FACTOR RATINGS

For the Technical/Management Factor, a combined Technical-Management / Risk rating methodology will be utilized. The combined Technical-Management / Risk rating includes consideration of risk in conjunction with the strengths, weaknesses, and deficiencies in determining Technical-Management ratings. Combined Technical/Risk evaluations shall utilize the combined Technical/Risk ratings listed in Table 6 below.

Table 6. Combined Technical-Management/Risk Rating		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Proposal meets requirements and indicates a thorough understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Green	Acceptable	Proposal meets requirements and indicates an adequate understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements and contain one or more deficiencies. Proposal is unawardable.

PAST PERFORMANCE FACTOR RATINGS

Past Performance will be evaluated to establish a Performance Confidence Assessment Rating that will reflect the government's confidence that the offeror will successfully perform the requirements in the solicitation, based on the offeror's recent and relevant past performance record. It is a predictor of future performance in accomplishing the work. There are two aspects to the past performance evaluation: Relevancy and the Demonstrated Past Performance.

Past Performance Contract Relevancy Ratings

The first is to evaluate the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection.

There are four levels of relevancy as shown in Table 7 below.

Table 7. Past Performance Contract Relevancy Ratings	
Rating	
Very Relevant	Present/past performance contract effort involved essentially the same scope, magnitude, and complexities proposed to be performed in response to this solicitation.
Relevant	Present/past performance contract effort involved similar scope, magnitude, and complexities proposed to be performed in response to this solicitation.
Somewhat Relevant	Present/past performance contract effort involved some of the same scope, magnitude, and complexities proposed to be performed in response to this solicitation.
Not Relevant	Present/past performance contract effort involved little or none of the scope, magnitude, and complexities proposed to be performed in response to this solicitation.

Past Performance Confidence Assessment Rating

The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The government will assign one of the following performance confidence assessment ratings in Table 8 to the offeror’s Past Performance Factor based upon the government’s confidence that the offeror will successfully perform the solicitation’s requirements based upon the offeror’s relevant past and present performance record.

Table 8. Performance Confidence Assessment Ratings	
Rating	
Substantial Confidence	Based on the offeror’s 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 relevant performance record, the government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror’s 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 relevant performance record, the government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No relevant performance record is available or the offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

PART B: SPECIFIC INFORMATION

1.0 TECHNICAL/MANAGEMENT FACTOR

The government will evaluate the elements described below. The elements are not weighted or rated subfactors.

1.1 Management of Simultaneous Task Orders. The government will assess whether the offeror presents a viable approach to simultaneously manage multiple one-year task orders, up to 15, ranging from \$3,600 to \$2.5 million, during the five-year ordering period under this ID/IQ contract.

1.2 Recruitment and Retention. The government will evaluate how well the offeror's proposed management approach is likely to result in recruiting and retaining qualified personnel. In addition, the government will assess the likelihood that the offeror will be able to replace qualified personnel with other qualified personnel in the event of turnover.

The government will evaluate the offeror's recruitment and retention plan to validate whether or not:

- a. The offeror's plan reflects a sound management approach and understanding of the contract requirements;
- b. The offeror provides supporting information in establishing the total compensation structure;
- c. The offeror's plan demonstrates an ability to provide uninterrupted high-quality work; and
- d. The offeror submits an acceptable total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract.

1.3 Organizational Structure.

a. The government will evaluate the offeror's proposed table of work descriptions and program responsibilities for itself, proposed entities/ vendors to assess the offeror's understanding of program requirements.

b. The government will evaluate whether the offeror proposes a viable organization structure. As part of the government's evaluation, the government will review the offeror's proposed organizational flow chart to assess the location of key personnel and whether the offeror proposes clearly defined lines of responsibility, clearly defined levels of decision authority, clearly defined lines of communication, and practical contractor-to-government interfaces.

c. The government will evaluate the offeror's proposed program team's roles, responsibilities, and communications to assess how well the team is likely to perform as an Integrated Product Team with required government participation and insight.

1.4 Mobilization Plan. The government will evaluate the likelihood that the offeror's proposed mobilization plan will result in uninterrupted services. As part of the government's evaluation, the government will assess the viability of the offeror's plan to implement required security clearances and physical access requirements so that services are not interrupted. In addition, the government will assess the offeror's identification of potential performance risks that might be encountered during the mobilization period to assess the offeror's understanding of the work necessary to mobilize, and the offeror's proposed plans to mitigate foreseen and unforeseen risks that might be encountered during the mobilization period.

1.5 Personnel Qualifications

a. Attachment L-2, Workforce Qualifications Spreadsheet: The government will assess whether the offeror correctly completed Attachment L-2 for each current, contingent, and prospective hire employee proposed under the solicitation. The government will evaluate the offeror's proposed non-key personnel functional responsibilities and labor qualifications, including education and experience, to determine whether the offeror proposes non-key personnel who meet the minimum qualifications set forth in Attachment 2, "Contract Labor Categories and Qualifications." Other things being equal, current and contingent hires will generally be given greater weight and credit than prospective hires.

b. Attachment L-3, Key Personnel Resumes: The government will evaluate Key Personnel resumes provided in the Attachment L-3 format to assess whether the Key Personnel meet or exceed the minimum requirements set forth in Section J, Attachment 2, "Contract Labor Categories and Qualifications."

c. Key Personnel Contingent Hire Letters of Intent: The government will assess whether required Letters of Intent are submitted and completed correctly.

2.0 PAST PERFORMANCE FACTOR

Past Performance will be evaluated to establish a Performance Confidence Assessment Rating that will reflect the government's confidence that the offeror will successfully perform the requirements in the solicitation, based on the offeror's recent and relevant past and present performance record.

The offeror shall provide up to three of its most relevant past performance references performed by the offeror, and up to two of the most relevant past performance references for each principal team member. The government will not consider past performance references performed by an individual joint venture or partner unless that individual joint venture or partner is a principle team member as defined in this RFP.

There are two aspects to the past performance assessment: Relevancy and the Demonstrated Past Performance.

Relevancy

For each past performance contract submitted, the government will evaluate the past performance contract to determine how relevant it is to this solicitation's effort. 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. Any past performance contract deemed 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 past performance effort to the effort proposed to be performed under this solicitation in the following areas:

- The contract types,
- The total dollar amounts,
- The dollar amounts of the effort actually performed,
- The location and divisions of the company that performed the effort,
- The period of performance of the past performance contract,
- The scope, magnitude, and complexity of the past performance effort to the scope, magnitude, and complexity of the effort proposed to be performed under this solicitation, and
- The similarity of Level of Repair Analysis (LORA), Design Interface (DI), Maintenance Planning (MP), Logistics Support Analysis (LSA), and/or Maintenance Scheduling/Management Analysis (MS/MA) actually performed by the offeror or principal team member under the past performance contract to the LORA, DI, MP, LSA, and/or MS/MA proposed to be performed by the offeror or principal team member under this solicitation's effort.

Demonstrated Past Performance

After relevancy of a past performance contract is established, the government will evaluate the offeror's demonstrated past performance for that past performance contract in the following areas:

- Quality of Product or Service. The government will evaluate the offeror's past performance in the delivery of quality supplies and services, which includes meeting

technical requirements, and will also incorporate pertinent assessments from CPARS and Past Performance Questionnaires, if they exist.

- Schedule. The government will evaluate the offeror's past performance in meeting schedule requirements, which will incorporate pertinent assessments from CPARS and Past Performance Questionnaires, if they exist.
- Cost Control. The government will evaluate the offeror's past performance in cost control, which will incorporate pertinent assessments from CPARS and Past Performance Questionnaires, if they exist.
- Management. The government will evaluate the offeror's past performance in managing the contracted effort, which will incorporate pertinent assessments from CPARS and Past Performance Questionnaires, if they exist.
- Regulatory Compliance. The government will evaluate the offeror's past performance in compliance with all terms and conditions in the contract or order relating to applicable regulations and codes.

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

Past Performance Confidence Assessment Rating

After the government has compiled a full assessment of the offeror's relevance and demonstrated past performance, the government will assign a Performance Confidence Assessment Rating to the offeror. 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 relevant past and present performance. The Performance Confidence Assessment Ratings are set forth in Table 8 further above. As part of the assessment, the government may also take into account any show cause notices, cure notices and terminations for default that are deemed relevant to this solicitation's effort.

The government will not take into account past performance information regarding predecessor companies or key personnel. In addition, in assigning a Performance Confidence Assessment Rating or in the selection official's tradeoff decision:

- past performance effort of the prime offeror performed as a subcontractor will generally not be considered as significant as past performance effort of the prime offeror performed as the prime;
- past performance effort of a principal team member generally will not be considered as significant as past performance effort of the prime offeror;
- performance under government contracts is generally considered more relevant than performance under commercial contracts, all other things being equal; and
- past performance questionnaire information provided by another member of the offeror's proposed team is not given as much weight.

If an offeror proposes the resources of a principle team member – which is defined as a subcontractor, joint venture owner (joint venturer), partnership owner (partner), corporate parent, division, subsidiary, affiliate, or vendor that is proposed to provide at least 20% of the proposed total cost/price (excluding the offeror's profit/fee) for the contract — the offeror will not receive past performance credit of the proposed principle team member unless the offeror's proposal demonstrates how the resources of the principle team member – its workforce, management, facilities, or other resources – will in fact be provided to perform at least 20% of the proposed total cost/price for the contract, excluding the prime offeror's profit. Merely stating that the offeror has access to the resources of a principle team member is insufficient.

3.0 COST/PRICE FACTOR

The government will evaluate the offeror's Cost/Price Volume for its Total Estimated Price; price reasonableness; whether the offeror's proposed prices are balanced; and whether the offeror completed the information requested in Section L.

3.1 Total Estimated Price: The government will utilize its Total Estimated Price for purposes of the selection official's best value tradeoff decision. The Total Estimated Price is calculated as follows:

Total Estimated Price =

Offeror's Mobilization price for CLIN 0001; plus

Government's Estimated Price for CLIN 0002; plus

Offeror's Proposed Fixed Fee Dollar Amount for CLIN 0002; plus

Government's Estimated Price for CLIN 0003; plus

Offeror's Proposed Fixed Fee Dollar Amount for CLIN 0003; plus

Government's Estimated Price for CLIN 0004; plus

Offeror's Proposed Fixed Fee Dollar Amount for CLIN 0004; plus

Government's Travel Estimate for CLIN 0005; plus

Government's Material Estimate for CLIN 0006; plus

6-Month Option to Extend Services.

a. CLIN 0001, Mobilization.

Offerors are required to propose a firm-fixed price for CLIN 0001 in Section B of the RFP.

b. CLIN 0002, Logistics and Technical Support Services in Jacksonville, FL

Offerors shall propose burdened fixed labor rates for the labor categories set forth further below by inserting each fixed labor rate in the corresponding labor category in Attachment 5, which is an attachment to the contract. The burdened fixed labor rates will be multiplied by the estimated labor hours for each labor category to calculate the offeror's estimated price for CLIN 0002.

c. Fixed Fee for CLIN 0002.

The dollar amount proposed for fixed fee will be added to the Government's estimated price. The total fixed fee dollar amount is the offeror's fee percentage based upon the offeror's estimated price. The proposed fee is the maximum fee that will be allowed during the performance of the contract, unless otherwise subject to adjustment pursuant to contract clause 5252.211-9503, Level of Effort.

d. CLIN 0003, Logistics and Technical Support Services in Oklahoma, OK

Offerors shall propose burdened fixed labor rates for the labor categories set forth further below by inserting each fixed labor rate in the corresponding labor category in Attachment 5, which is an attachment to the contract. The burdened fixed labor rates will be multiplied by the estimated labor hours for each labor category to calculate the offeror's estimated price for CLIN 0003.

e. Fixed Fee for CLIN 0003.

The dollar amount proposed for fixed fee will be added to the government's estimated price. The total fixed fee dollar amount is the offeror's fee percentage based upon the offeror's estimated price. The proposed fee is the maximum fee that will be allowed during the performance of the contract, unless otherwise subject to adjustment pursuant to contract clause 5252.211-9503, Level of Effort (Cost Reimbursement).

f. CLIN 0004, Logistics and Technical Support Services in Arlington, VA

Offerors shall propose burdened fixed labor rates for the labor categories set forth further below by inserting each fixed labor rate in the corresponding labor category in Attachment 5, which is an attachment to the contract. The burdened fixed labor rates will be multiplied by the estimated labor hours for each labor category to calculate the offeror's estimated price for CLIN 0004.

g. Fixed Fee for CLIN 0004.

The dollar amount proposed for fixed fee will be added to the Government's estimated price. The total fixed fee dollar amount is the offeror's fee percentage based upon the offeror's estimated price. The proposed fee is the maximum fee that will be allowed during the performance of the contract, unless otherwise subject to adjustment pursuant to contract clause 5252.211-9503, Level of Effort (Cost Reimbursement).

h. CLINs 0005 and 0006.

The government will use the travel and material estimates that are set forth in Section B as part of the Total Evaluated Cost.

i. Evaluation of Option.

FAR 52.217-8, "Option to Extend Services," is incorporated in the solicitation. Total estimated price will include the six month performance period permitted under the clause to account for a situation where invoking of the clause, in whole or part, becomes necessary. To calculate the option amount, the government will add one-half of Year 5, with fee, to arrive at the Total Estimated Price.

3.2 Price Reasonableness. Normally, competition establishes price reasonableness. It is expected that this contract 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 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.

3.3 Unbalanced Pricing: The government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or labor categories. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the government.

3.4 No Price Realism Analysis. The government has not requested pricing information to perform a

price realism analysis on CLIN 0001 or CLINs 0002, 0003 and 0004. To comply with FAR 52.222-46, however, the government will evaluate the Technical/Management proposals and compare offerors' burdened fixed labor rates set forth in Attachment 5 to the Department of Labor (DOL) hourly wage data found at Attachment L-5 to assess that it is reasonable for the offeror to attract and retain quality professionals. Moreover, the government may look beyond a comparison of the DOL hourly wage data to the offerors' proposed burdened labor rates by comparing the proposed burdened labor rates of one offeror to the other offerors, if needed. If proposed burdened labor rates appear unrealistically low or not in reasonable relationship to the various labor categories, the offeror's proposal may indicate a lack of sound management judgment and/or a lack of understanding of contract requirements that may impair the offeror's ability to attract and retain competent professional service employees, which could, depending upon the severity, adversely impact an offeror's Technical/Management Factor assessment and/or cause the Government to reject the offeror's proposal.

The offerors' proposed burdened labor rates are considered unrealistically low if they are 10% or lower than the DOL hourly wages listed in Attachment L-5. The offeror's proposal must contain an explanation and substantiating information to justify all proposed rates that are 10% or lower than the DOL hourly wages listed in Attachment L-5.

3.5 Administrative Completeness. Each offeror's proposal will be evaluated to determine whether the offeror completed the following information requested in Section L of this solicitation:

- a. The original signed cover page of the Standard Form 33 (SF33) for the basic solicitation and each amendment (as applicable).
- b. A completed copy of Section B of the solicitation, with the Estimated Cost, Fixed Fee, and Total Estimated Cost + Fee filled in.
- c. A completed Section K of the solicitation.
- d. Completed copies of NAVAIR clauses 5252.201-9502, "Contractor's Authorized Contractor Coordinator and Technical Liaison," and 5252.215-9512, "Savings Clause," found in Section G of the solicitation.
- e. A point of contact, physical address, email address, and telephone number of the Defense Contract Audit Agency (DCAA) and Defense Contract Management Agency (DCMA) offices.
- f. A mathematical calculation that shows that the offeror's proposal meets the requirements of contract clause FAR 52.219-14 for services.
- g. Evidence of an adequate accounting system. Pursuant to FAR 16.301-3(a)(3) and DFARS clause 252.242-7006, "Accounting System Administration," the contractor's accounting system must be adequate during the entire period of contract performance for determining charges applicable to this cost-reimbursable at fixed rates type of contract.

As a result, all offerors shall provide evidence from the DCAA, other federal civilian audit agency, or a private accounting firm that, as of the proposal due date, the offeror's accounting system has been audited and has been determined adequate and suitable for administration of a cost-reimbursable contract. Offerors that submit evidence from a private accounting firm must submit Standard Form 1408, completed and signed by the private accounting firm that performed the audit.

An offeror that fails to submit the above requested evidence of an acceptable accounting system will be determined technically unacceptable, will not be included in the competitive range if discussions are held, will not form the basis for award, and will not be referred to the Small Business Administration for a Certificate of Competency determination.

Offerors that submit the above requested evidence, but with weaknesses or deficiencies, will be eligible to be included in the competitive range, assuming discussions are held, and the offeror is one of the offerors otherwise determined to be within the competitive range.

Regardless of whether discussions are held, if the apparent successful offeror (the prospective contractor) submits the above-referenced evidence, but the Contracting Officer questions its validity or conclusions, the Contracting Officer reserves the right to request a pre-award survey of the apparent successful offeror as set forth at FAR 9.106-1(a) and FAR 9.106-2. This issue will then become an issue of responsibility, rather than an issue of technical acceptability, and will be referred to the Small Business Administration for a Certificate of Competency determination.

