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SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 82
2. CONTRACT NO.		3. SOLICITATION NO. N61340-16-R-1116	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 05 Nov 2015	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAWCTSD 253 12211 SCIENCE DRIVE (25351) ORLANDO FL 32826-3224			CODE N61340	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE
TEL:			FAX:		TEL:	
FAX:			FAX:		FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
SOLICITATION						
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>05:00 PM</u> local time <u>18 Dec 2015</u> (Hour) (Date)						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:		A. NAME DONALD E JONES (25351)	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 407-380-4142		C. E-MAIL ADDRESS donald.e.jones3@navy.mil	
11. TABLE OF CONTENTS						
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM		1 - 2	X	I
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		3 - 21	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		22 - 23	X	J
X	D	PACKAGING AND MARKING		24 - 28	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE		29 - 31	X	K
X	F	DELIVERIES OR PERFORMANCE		32 - 36	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA		37 - 40	X	L
X	H	SPECIAL CONTRACT REQUIREMENTS		41 - 49	X	M
					EVALUATION FACTORS FOR AWARD	
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.		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)		ITEM
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA		28. AWARD DATE	
TEL:			EMAIL:		(Signature of Contracting Officer)	

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

Section A - Solicitation/Contract Form

SOLICITATION NOTES

This solicitation is under Lot II of the Training Systems Contract III (TSC III) Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Contract (MAC). Only offerors eligible under Lot II will be evaluated and considered for award.

NOTE: There is a correction relative to the A and G CDRLS (A00H and G00H Trainer Math Model Report TMMR). The CDRL due dates have changed from [PDR and CDR] to [30 days prior to CDR and 15 days after RFT]. The Government will revise the CDRLs at Contract Award.

NOTE: It is the intension of the Government to award the C-2A trainer upgrade, 2F168 S/N 2, with as many options as possible within the available budget at the time of Delivery Order award. The Government will award all options in time to be inspected and accepted with the delivery of the trainer; therefore, all of the required Systems Engineering Technical Reviews (SETR) events will include all awarded options. There will not be any separate SETR events for any awarded option CLIN (including the award of the second trainer 2F168 S/N 1).

NOTE: For the purpose of proposal pricing and the IMS, offeror's should assume all options will be exercised in the last month of the option exercise period. The Government MAY elect to award option CLINs with the basic award, budget permitting.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	C-2A TRAINER MODIFICATION FFP 2F168 S/N 2 C-2A Operational Flight Trainer (OFT); FFP; Device 2F168-2 (includes visual display upgrade, computational systems technical refresh, aero model). Device 2F168 S/N 2 is currently located in North Island and will be delivered to Norfolk. See Section C for additional description. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	TECHNICAL DATA AND INFORMATION FFP Technical Data and Information in accordance with (IAW) Section J Exhibits associated with CLIN1000. FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010 OPTION	CONTROL LOADING FFP Device 2F168-2 - Control loading replacement. See Section C for additional description. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011 OPTION	TECHNICAL DATA AND INFORMATION FFP Technical Data and Information IAW Section J Exhibits associated with CLIN1010. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1020 OPTION	THROTTLE QUADRANT REFURB FFP Refurbish the trainer throttle quadrant for Device 2F168 S/N 2. FOB: Destination	1	Lot		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1021		1	Lot		
OPTION	TECHNICAL DATA AND INFORMATION FFP Technical Data and Information IAW Section J Exhibits associated with CLIN 1020. FOB: Destination				

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1030		1	Each		
OPTION	SOFTWARE SUPPORT SYSTEM (SSS) FFP Device 2F168-2 - SSS. See Section C for additional description. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1031		1	Each		
OPTION	TECHNICAL DATA AND INFORMATION FFP Technical Data and Information IAW Section J Exhibits associated with CLIN 1030. FOB: Destination				

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1040		1	Each		
OPTION	WEATHER RADAR FFP 2F168 S/N 2 - Replacement of Weather Radar hardware and software. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1041		1	Each		
OPTION	TECHNICAL DATA AND INFORMATION FFP Technical Data and Information IAW Section J Exhibits associated with CLIN 1040. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1050 OPTION	TECR FFP 2F168 S/N 2 - Trainer Engineering Change Request (TECR) IAW SOW and Appendix C. See Section C for additional description. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1051 OPTION	TECHNICAL DATA AND INFORMATION FFP Technical Data and Information IAW Section J Exhibits associated with CLIN 1050. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1060 OPTION	I/O TRAINING COURSE FFP Instructor/Operator (I/O) Training Course; for Device 2F168 S/N 2. See Section C for additional description. FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1062 OPTION	SS/CS TRAINING COURSE FFP Software Support/Cybersecurity (SS/CS) training course; for Device 2F168 S/N 2. See Section C for additional description. FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1064 OPTION	MAINT TRAINING COURSE FFP Maintenance Training Course; for Device 2F168 S/N 2. See Section C for additional description. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1066 OPTION	VST TRAINING COURSE FFP Visual System Training (VST) Course for Device 2F168 S/N 2. FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1070	PROVISIONED ITEMS ORDERS FFP Provisioned Items Orders (PIO) For Device 2F168. This informational only CLIN and PIOs will be awarded as SLINs when negotiated IAW the applicable clauses. FOB: Destination		Lot		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1090 OPTION	ICS FFP Interim Contractor Support (ICS) upon delivery of CLIN 1000 for a period of 3 months for Device 2F168-2 FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2000 OPTION	C-2A TRAINER MODIFICATION FFP 2F168 S/N 1 - C-2A Operational Flight Trainer (OFT); FFP; Device 2F168-1 (includes visual display upgrade, computational systems technical refresh, aero model). The Option device will be device 2F168 S/N 1 currently located in Norfolk and will be delivered to North Island. See Section C for additional description. FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	TECHNICAL DATA AND INFORMATION FFP Technical Data and Information IAW Section J Exhibits associated with CLIN 2000. FOB: Destination	1	Lot		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010 OPTION	CONTROL LOADING FFP Device 2F168-1 - Control loading replacement. See Section C for additional description. FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011 OPTION	TECHNICAL DATA AND INFORMATION FFP Technical Data and Information IAW Section J Exhibits associated with CLIN 2010. FOB: Destination	1	Lot		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2020 OPTION	THROTTLE QUADRANT REFURBISHMENT FFP Refurbish the trainer throttle quadrant for Device 2F168 S/N 1. See Section C for additional description. FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2021 OPTION	TECHNICAL DATA AND INFORMATION FFP Technical Data and Information IAW Section J Exhibits associated with CLIN 2020. FOB: Destination	1	Lot		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2030 OPTION	WEATHER RADAR FFP 2F168 S/N 1 - Replacement of Weather Radar hardware and software. See Section C for additional description. FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2031		1	Lot		
OPTION	TECHNICAL DATA AND INFORMATION FFP Technical Data and Information IAW Section J Exhibits associated with CLIN 2030. FOB: Destination				

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2040		1	Each		
OPTION	TECR FFP OPTION - 2F168 S/N 1 - Trainer Engineering Change Request (TECR) IAW SOW and Appendix C. See Section C for additional description. FOB: Destination				

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2041		1	Lot		
OPTION	TECHNICAL DATA AND INFORMATION FFP Technical Data and Information IAW Section J Exhibits associated with CLIN 2040. FOB: Destination				

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2050		1	Each		
OPTION	IOS ENCLOSURE FFP Reconfigure the Operator Station (IOS) monitors in device 2F168 S/N-1 to be identical to the IOS monitors in device 2F168 S/N-2. See Section C for further description. FOB: Destination				

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>205</u> <u>OPTION</u>	<u>TECHNICAL DATA AND INFORMATION</u> <u>FFP</u> <u>Technical Data and Information IAW Section J Exhibits associated with CLIN</u> <u>2050.</u> <u>FOB: Destination</u>	<u>1</u>	<u>Lot</u>		

NET AMT

PSC Code 6910

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>2070</u> <u>OPTION</u>	<u>I/O TRAINING COURSE</u> <u>FFP</u> <u>Instructor/Operator I/O Training Course; Device 2F168 S/N 1. See Section C for</u> <u>additional description.</u> <u>FOB: Destination</u>	<u>1</u>	<u>Each</u>		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2072		1	Each		
OPTION	MAINT TRAINING COURSE FFP Maintenance Training Course; Device 2F168 S/N 1. See Section C for additional description. FOB: Destination				

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2080			Lot		
	PROVISIONED ITEMS ORDERS FFP Provisioned Items Orders (PIO) For Device 2F168-1. This informational only CLIN and PIOs will be awarded as SLINs when negotiated IAW the applicable clauses. FOB: Destination				

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2100 OPTION	ICS FFP Interim Contractor Support (ICS) upon delivery of CLIN 2000 for a period of 3 months for Device 2F168-1 FOB: Destination	3	Months		

NET AMT

PSC Code 6910

B.1. TERMS AND CONDITIONS NOTE

Section B Contract clauses under the Basic TSC III Contract are hereby flowed down to this Delivery Order (DO) with the same force and effect as if set forth in full text. Additional Delivery Order specific terms and conditions are incorporated herein.

B.2. TSC III LOT II CLAUSE FLOW DOWN

The Firm-Fixed-Price (“FFP”) type CLINs in this DO are derived from CLIN 2010 of the basic contract and all clauses associated with CLIN 2010 of the basic contract therefore apply.

B.3. OPTION EXERCISE INFORMATION

The Government reserves the right to unilaterally exercise the options for any or all of the individual line items at any time within the exercise periods of each item. Individual line items may be exercised at different times as long as each is exercised within the applicable option exercise period. The prices set forth here shall apply at the time the options are exercised.

<u>Option Exercise Table</u>			
<u>CLIN no.</u>	<u>Device</u>	<u>Description</u>	<u>Exercise of Option Period</u>
1010	2F168 S/N 2	CONTROL LOADING	9 Months After Delivery Order Award (MADDOA)
1011	2F168 S/N 2	TECHNICAL DATA AND INFORMATION	Concurrent with CLIN 1010
1020	2F168 S/N 2	THROTTLE QUADRANT REFURB	9 MADDOA
1021	2F168 S/N 2	TECHNICAL DATA AND INFORMATION	Concurrent with CLIN 1020
1030	2F168 S/N 2	SOFTWARE SUPPORT SYSTEM	9 MADDOA
1031	2F168 S/N 2	TECHNICAL DATA AND INFORMATION	Concurrent with CLIN 1020 1030
1040	2F168 S/N 2	WEATHER RADAR	9 MADDOA

Option Exercise Table

<u>CLIN no.</u>	<u>Device</u>	<u>Description</u>	<u>Exercise of Option Period</u>
1041	2F168 S/N 2	TECHNICAL DATA AND INFORMATION	Concurrent with CLIN 4030 1040
1050	2F168 S/N 2	TECR	9 MADOA
1051	2F168 S/N 2	TECHNICAL DATA AND INFORMATION	Concurrent with CLIN 4040 1050
1060	2F168 S/N 2	I/O TRAINING COURSE Instructor/Operator I/O Training Course	90 Days Prior to Course
1062	2F168 S/N 2	SS/CS TRAINING COURSE SW Support/Cybersecurity (SS/CS) Training	90 Days Prior to Course
1064	2F168 S/N 2	MAINT TRAINING COURSE Maintenance Training Course	90 Days Prior to Course
1066	2F168 S/N 2	VST TRAINING COURSE Visual Systems Training (VST) Course	90 Days Prior to Course
1070	2F168 S/N 2	PROVISIONED ITEMS ORDERS	As Required
1090	2F168 S/N 2	ICS	90 Days Prior to start of ICS
2000	2F168 S/N 1	C-2A TRAINER MODIFICATION	Prior to June 1, 2017
2001	2F168 S/N 1	TECHNICAL DATA AND INFORMATION	Concurrent with CLIN 2000
2010	2F168 S/N 1	CONTROL LOADING	Prior to June 1, 2017
2011	2F168 S/N 1	TECHNICAL DATA AND INFORMATION	Concurrent with CLIN 2010
2020	2F168 S/N 1	THROTTLE QUADRANT REFURB	Prior to June 1, 2017
2021	2F168 S/N 1	TECHNICAL DATA AND INFORMATION	Concurrent with CLIN 4020 2020
2030	2F168 S/N 1	WEATHER RADAR	Prior to June 1, 2017
2031	2F168 S/N 1	TECHNICAL DATA AND INFORMATION	Concurrent with CLIN 2030
2040	2F168 S/N 1	TECR	Prior to June 1, 2017
2041	2F168 S/N 1	TECHNICAL DATA AND INFORMATION	Concurrent with CLIN 2040
2050	2F168 S/N 1	IOS ENCLOSURE	Prior to June 1, 2017
2051	2F168 S/N 1	TECHNICAL DATA	Concurrent with CLIN 2050
2070	2F168 S/N 1	TRAINING COURSE Instructor/Operator Training Course	90 Days Prior to Course
2074 2072	2F168 S/N 1	TRAINING COURSE Maintenance Training Course	90 Days Prior to Course

<u>Option Exercise Table</u>			
<u>CLIN no.</u>	<u>Device</u>	<u>Description</u>	<u>Exercise of Option Period</u>
2080	2F168 S/N 1	PROVISIONED ITEMS ORDERS	As Required
2100	2F168 S/N 1	ICS	90 Days Prior to start of ICS

Note 1: The option exercise table affords the Government the right to exercise up to the final date listed, and the offeror shall assume exercise at the end of the timeframe when proposing a delivery schedule. However, the Government is not precluded from exercising the options earlier than the maximum timeframes. All Options are independent of each other, and the Government is not obligated to exercise any Option.

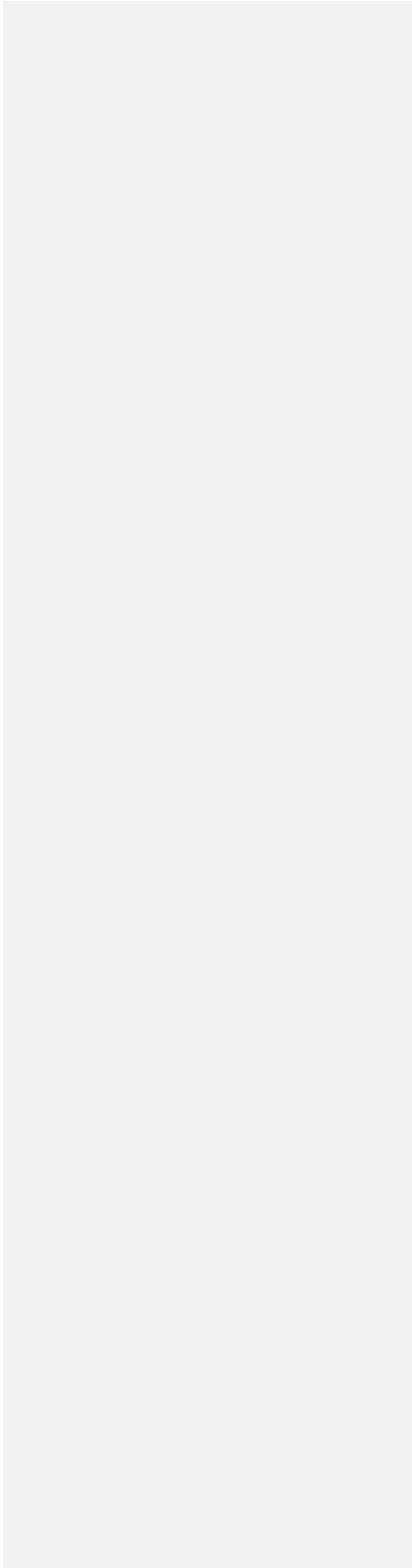
B.5. ACRONYMS

ACRN	Accounting Classification Reference Number
ASR	As Required
CFS	Contractor Field Services
CLIN	Contract Line Item Number
CFS	Contractor Furnished Support
EA	Each
FAR	Federal Acquisition Regulations
FFP	Firm Fixed Price
FOB	Freight on Board
GFI	Government Furnished Information
GFP	Government Furnished Property
LO	Lot
MO	Month
MADOA	Months After Delivery Order Award
MAEO	Months After Exercise of Option
OAWR	Over and Above Work Request
OFT	Operational Flight Trainer
N/A	Not Applicable
NAVAIR	Naval Air
NAWCTSD	Naval Air Warfare Center Training Systems Division
NAS	Naval Air Station
NPSI	NAVIAR Portable Source Initiative
NSP	Not Separately Priced
NS	Naval Station
PBP	Performance Based Payment
PCO	Procuring Contracting Officer
PIO	Provisioned Item Order
QTY	Quantity
RFT	Ready For Training
SLEP	System Life extension Program
SLIN	Sub Line Item
S/N	Serial Number
TBD	To Be Determined
TBN	To Be Negotiated
TPOC	Technical Point of Contact
VDBGS	Visual Database Generation System

~~N61340-16 R-1116~~N61340-16-R-1116

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Page 21 of 78



Section C - Descriptions and Specifications

C.1 TERMS AND CONDITIONS NOTE

Section C Contract clauses under the Basic TSC III Contract are hereby flowed down to this DO with the same force and effect as if set forth in full text. The TSC III BASIC PROPOSAL MANAGEMENT PLANS: RISK MANAGEMENT PLAN, CONFIGURATION MANAGEMENT PLAN, QUALITY MANAGEMENT SYSTEM PLAN, SOFTWARE DEVELOPMENT PLAN, SYSTEMS ENGINEERING MANAGEMENT PLAN, AND LIFE CYCLE SUSTAINMENT PLAN of the TSC III Contract, are also flowed down to this DO. The plans are not part of this solicitation's evaluation. Duplicated Section C clauses from the Basic have been retained to provide detailed "fill-in" information when applicable. Additional DO specific terms and conditions are incorporated herein.

C.2. DEFINITIONS

(a) Unless otherwise defined, each of the following terms has the assigned meaning:

(1) "CDRL" means Contract Data Requirements List.

(2) "Contract Specialist" means Mr. Donald E. Jones, and the contact information for this person is as follows:

Naval Air Warfare Center
Training Systems Division
Attn: Donald E. Jones, Code 2.5.3.5.1
12211 Science Dr.
Orlando, FL 32826-3224
E-mail: donald.e.jones3@navy.mil
Phone: (407) 380-4142.

(3) "Procuring Contracting Officer" or "PCO" means Mr. Sidney G. Galloway, and the contact information for this person is as follows:

Naval Air Warfare Center
Training Systems Division
Attn: Sidney G. Galloway, Code 2.5.3.5.2
12211 Science Dr.
Orlando, FL 32826-3224
E-mail: sidney.galloway@navy.mil
Phone: (407) 380-8331.

C.3 STATEMENT OF WORK/SPECIFICATION

The contractor shall furnish the necessary supplies, services, facilities and materials required to deliver/perform the work described here and IAW Section B, **Statement of Work (SOW) number 140062 (Attachment 1), Performance Specification number PRF 140063 (Attachment 2), and Trainer Test and Evaluation Plan (TTEP) (Attachment 3)**. Any amendments/addendums incorporated herein by reference, unless otherwise specified, are with the same force and effect as if set forth in full text. It is the intention to award as many options for

C.4 DESCRIPTION/ WORK STATEMENT FOR C-2A SLEP 2F168 S/N 2 and 2F168 S/N 1 (CLINs 1000, 1010, 1020, 1030, 1040, 1050, 2000, 2010, 2020, 2030, 2040, and 2050)

The Contractor shall furnish the necessary supplies, services, facilities, and materials required to deliver/perform the work described here and IAW Section B; Attachment 1, Statement of Work (SOW); Attachment 2, Performance Specification System Specification; and the Contracts Data Requirements Lists (CDRL) and Associated Annexes for C2A Operational Flight Training Service Live Extension Program (SLEP).

C.5 TECHNICAL DATA AND INFORMATION FOR C-2A SLEP 2F168 S/N 2 and 2F168 S/N 1 (CLINs 1001, 1011, 1021, 1031, 1041, 1051, 2001, 2011, 2021, 2031, and 2041)

In support of CLINs 1000, 1010, 1020, 1030, 1040, 1050, 2000, 2010, 2020, 2030, 2040, and 2050 the contractor shall provide technical data and information in accordance with the requirements of Contract Data Requirements List (CDRL), DD Form 1423; Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, Exhibit K, Exhibit L, and Exhibit M are hereby attached.

C.6 PROVISIONED ITEMS ORDERS (PIO) (CLINS 1070 and 2080)

The contractor shall provide the initial support items necessary to support the requirements as described in attachments and exhibits to this document listed in section J. In accordance with the Statement of Work and CDRL C001 (for Lot -1) and CDRL J001 (for Lot-2) the contractor shall submit an Initial Support Kit Lists (ISKL). The contractor shall ensure that the ISKL contains all ISI (spares and repair parts), Tools & Test Equipment (T&TE), and Engineering Data For Provisioning (EDFP), as required to maintain the training devices in an operational condition for a period of five years. Upon Government review of the ISKL and selection of those items determined by the Government to be required, the Government will issue to the contractor a Request for Proposal for Provisioned Items. The contractor shall submit a proposal to the Procuring Contracting Officer (PCO) to establish firm fixed prices and a firm delivery schedule for all individual items authorized for purchase. The PCO will issue a contract modification establishing the Provisioned Items. Items to be delivered must be the same as, interchangeable with, or meet the form, fit, and function requirements of the items included in the delivered training device, system, and equipment.

The contractor shall not make any substitutions or changes to part numbers or quantities; nor cancel any items listed in the Provisioned Items modification(s) without prior review, evaluation, screening and approval by the PCO. The contractor shall prepare technical information concerning the circumstances or reasons for any substitution, change or cancellation; and a proposal if a price change is anticipated as a result, and submit it to the PCO. If a determination is made that the change is acceptable, the PCO will negotiate and issue the contract modification.

C7 INTERIM CONTRACTOR SUPPORT (ICS) (CLINS 1090 and 2100)

The contractor shall provide the necessary supplies, services, facilities and materials required to perform the work described in attachments to this contract in Section J.

C8 TRAINING COURSES FOR C-2A SLEP 2F168 S/N 2 and 2F168 S/N 1 (CLINS 1060, 1062, 1064, 1066, 2070, and 2072)

The contractor shall provide the necessary supplies, services, facilities and materials required to perform the work described in attachments to this contract in Section J.

Section D - Packaging and Marking

D1 INCORPORATION OF TERMS AND CONDITIONS

Section D Contract clauses under the Basic TSC III Contract are hereby flowed down to this DO with the same force and effect as if set forth in full text. Duplicated Section D clauses from the Basic have been retained to provide detailed “fill-in” information when applicable. Additional Delivery Order specific terms and conditions are incorporated herein.

CLAUSES INCORPORATED BY FULL TEXT

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

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

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200(ECC200) specification found within International Standards Organization (ISO)/ International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government's unit acquisition cost” means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity

(CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at

<http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number Item Description

NONE

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number Item Description

None

(If items as identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number NA.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number NA.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identified for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identified component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) 1000, 1002, 2000, and 3000 (Including applicable Sublines). Unique Item Identified Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9502 UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT (NAVAIR) (OCT 1994)

(a) Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled “CAUTION - THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (state where located).” When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(c) Marking. All shipping containers will be marked in accordance with the approved military standard that applies.

Section E - Inspection and Acceptance

E1 INCORPORATION OF TERMS AND CONDITIONS

Section E Contract clauses under the Basic TSC III Contract are hereby flowed down to this DO with the same force and effect as if set forth in full text. Duplicated Section E clauses from the Basic have been retained to provide detailed "fill-in" information when applicable. Additional Delivery Order specific terms and conditions are incorporated herein.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1000	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
1020	Destination	Government	Destination	Government
1021	Destination	Government	Destination	Government
1030	Destination	Government	Destination	Government
1031	Destination	Government	Destination	Government
1040	Destination	Government	Destination	Government
1041	Destination	Government	Destination	Government
1050	Destination	Government	Destination	Government
1051	Destination	Government	Destination	Government
1060	Destination	Government	Destination	Government
1062	Destination	Government	Destination	Government
1064	Destination	Government	Destination	Government
1066	Destination	Government	Destination	Government
1070	Destination	Government	Destination	Government
1090	Destination	Government	Destination	Government
2000	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
2011	Destination	Government	Destination	Government
2020	Destination	Government	Destination	Government
2021	Destination	Government	Destination	Government
2030	Destination	Government	Destination	Government
2031	Destination	Government	Destination	Government
2040	Destination	Government	Destination	Government
2041	Destination	Government	Destination	Government
2050	Destination	Government	Destination	Government
2051	Destination	Government	Destination	Government
2070	Destination	Government	Destination	Government
2072	Destination	Government	Destination	Government

2080	Destination	Government	Destination	Government
2100	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Technical Point of Contact (TPOC), [TO BE SPECIFIED ON INDIVIDUAL DELIVERY ORDER], at NAS North Island, CA and NS Norfolk, VA.

(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

5252.246-9513 INSPECTION AND ACCEPTANCE OF TRAINING DEVICES (NAVAIR) (OCT 2007)

Inspection of Device CLINs 1000, 1010, 1020, 1030, 1040, 2000, 2010, 2020, 2030, and 2040 shall be accomplished in accordance with the Specification/Statement of Work entitled C-2A Operational Flight Trainer Service Life Extension Program (140062), and the Government approved Contract Data Requirements List (CDRL), DD Form 1423, data items entitled Test Procedures (TP) and Trainer Test Procedures and Results Report (TTPRR). Any Government inspection/acceptance to be conducted in the contractor's facility, will be performed by the Administrative Contracting Officer's quality assurance representative with support of NAWCTSD and the Device Site ISEO technical personnel. Final inspection to be performed at the device delivery site will be directed and witnessed by the technical representative of the Procuring Contracting Officer (PCO). Final acceptance of this Contract Line Item will be evidenced by signature of the PCO or his duly authorized representative on a DD Form 250, Material Inspection and Receiving Report.

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. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Section F - Deliveries or Performance

F1 INCORPORATION OF TERMS AND CONDITIONS

Section F Contract clauses under the Basic TSC III Contract are hereby flowed down to this DO with the same force and effect as if set forth in full text. Duplicated Section F clauses from the Basic have been retained to provide detailed “fill-in” information when applicable. Additional Delivery Order specific terms and conditions are incorporated herein.

F2 PROVISIONED ITEMS ORDER (CLINS 1070 and 2080)

Provisioned Items Order shall be delivered in accordance with clause 5252.211-9506.

F3 TECHNICAL DATA AND INFORMATION (CLINs 1001, 1011, 1021, 1031, 1041, 1051, 2001, 2011, 2021, 2031, 2041, and 2051)

Technical Data and Information shall be delivered in accordance with the applicable DD1423.

F4 DELIVERY DEFINITIONS

For purposes of this acquisition and as used in this solicitation and resultant contract, the term “delivery” means successful completion of all requirements set forth in the contract, to include installation, inspection, and acceptance. Delivery is considered complete upon execution of an unconditional DD Form 250, Material and Receiving Report, for items requiring submission of a DD Form 250.

The term “Ready for Training (RFT)” describes the state of a training device upon successful completion of all requirements set forth in the contract, to include installation, inspection, and acceptance. RFT is achieved upon unconditional acceptance by the Government.

CLAUSES INCORPORATED BY REFERENCE

52.247-34

F.O.B. Destination

NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9506 PROVISIONED ITEMS (FEB 1995)

Provisioned items shall be delivered in accordance with individual Provisioned Items Orders (PIOs) issued pursuant to 5252.217-9500. The Government may order provisioned items for a period of up to twelve (12) months following delivery of CLINs 1000, 1010, 1020, 1030, 1040, 2000, 2010, 2030, and 2040.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9504 TRAINING DEVICE (NAVAIR) (FEB 1995)

The supplies under CLINs and SubCLINs shall be delivered by the applicable delivery date as set forth below. The services under the CLINs and SubCLINs shall be performed during the applicable period of performance set forth below.

CLIN	DESCRIPTION	DELIVERY/PERIOD OF PERFORMANCE	ADDRESS/UIC
1000	C-2A TRAINER MODIFICATION S/N 2F168-2	28 Months After Delivery Order Award	COMACCLOGWING DET Norfolk SP 313 Norfolk, VA 23511
1001	TECHNICAL DATA AND INFORMATION	3 Months after acceptance of CLIN 1000	Same as CLIN 1000
1010	CONTROL LOADING	28 Months After Delivery Order Award	Same as CLIN 1000
1011	TECHNICAL DATA AND INFORMATION	3 Months after acceptance of CLIN 1010	Same as CLIN 1000
1020	THROTTLE QUADRANT REFURB	28 Months After Delivery Order Award	Same as CLIN 1000
1021	TECHNICAL DATA AND INFORMATION	3 Months after acceptance of CLIN 1020	Same as CLIN 1000
1030	SOFTWARE SUPPORT SYSTEM (SSS)	28 Months After Delivery Order Award	Same as CLIN 1000
1031	TECHNICAL DATA AND INFORMATION	3 Months after acceptance of CLIN 1030	Same as CLIN 1000
1040	WEATHER RADAR	28 Months After Delivery Order Award	Same as CLIN 1000
1041	TECHNICAL DATA AND INFORMATION	3 Months after acceptance of CLIN 1040	Same as CLIN 1000
1050	TECR	28 Months After Delivery Order Award	Same as CLIN 1000
1051	TECHNICAL DATA AND INFORMATION	3 Months after acceptance of CLIN 1050	Same as CLIN 1000
1060	I/O TRAINING COURSE	Training Course to be completed 3 weeks prior to scheduled DD250 of CLIN 1000.	Same as CLIN 1000
1062	SS/CS TRAINING COURSE	Training Course to be completed 3 weeks prior to scheduled DD250 of CLIN 1000.	Same as CLIN 1000
1064	MAINT TRAINING COURSE	Training Course to be completed 3 weeks prior to scheduled DD250 of CLIN 1000.	Same as CLIN 1000

CLIN	DESCRIPTION	DELIVERY/PERIOD OF PERFORMANCE	ADDRESS/UIC
1066	VST TRAINING COURSE	Training Course to be completed 3 weeks prior to scheduled DD250 of CLIN 1000.	Same as CLIN 1000
1070	PROVISIONED ITEMS ORDERS	AS REQUIRED	Same as CLIN 1000
1090	ICS	3 months after DD250 of CLIN 1000 device 2F168 S/N 2	Same as CLIN 1000
2000	C-2A TRAINER MODIFICATION S/N 2F168-1	28 Months After Option Exercise	NAS North Island CHSMWP-N73 Bldg 797 San Diego, CA 92135
2001	TECHNICAL DATA AND INFORMATION	3 Months after acceptance of CLIN 2000	Same as CLIN 2000
2010	CONTROL LOADING	28 Months After Option Exercise	Same as CLIN 2000
2011	TECHNICAL DATA AND INFORMATION	3 Months after acceptance of CLIN 2010	Same as CLIN 2000
2020	THROTTLE QUADRANT REFURB	28 Months After Option Exercise	Same as CLIN 2000
2021	TECHNICAL DATA AND INFORMATION	3 Months after acceptance of CLIN 2020	Same as CLIN 2000
2030	WEATHER RADAR	28 Months After Option Exercise	Same as CLIN 2000
2031	TECHNICAL DATA AND INFORMATION	3 Months after acceptance of CLIN 2030	Same as CLIN 2000
2040	TECR	28 Months After Option Exercise	Same as CLIN 2000
2041	TECHNICAL DATA AND INFORMATION	3 Months after acceptance of CLIN 2040	Same as CLIN 2000
2050	IOS ENCLOSURE	28 Months After Option Exercise	Same as CLIN 2000
2070	I/O TRAINING COURSE	Training Course to be completed 3 weeks prior to scheduled DD250 of CLIN 2000.	Same as CLIN 2000
2074	MAINT TRAINING COURSE	Training Course to be completed 3 weeks prior to scheduled DD250 of CLIN 2000.	Same as CLIN 2000
2080	PROVISIONED ITEMS ORDERS	AS REQUIRED	Same as CLIN 2000
2100	ICS	3 months after DD250 of CLIN 2000 device 2F168 S/N 1	Same as CLIN 2000

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, Exhibits A-M, 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

Sidney Galloway

Code 25352

P: 407-380-8331

Email: sidney.galloway@navy.mil

(2) ACO, Code

[PROVIDED AT CONTRACT AWARD]

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

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

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

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

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

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

BLOCK 14 ABBREVIATION	CODE*	MAILING AND EMAIL ADDRESS
		NAWCTSD ATTN: * INSERT NAME - CODE 12211 SCIENCE DR. ORLANDO, FL 32826-3224
NAWCTSD ENGR	TBD	PROVIDED AT CONTRACT AWARD
NAWCTSD ISEO	TBD	PROVIDED AT CONTRACT AWARD
NAWCTSD PCO	TBD	PROVIDED AT CONTRACT AWARD
NAWCTSD L3 IPTL	TBD	PROVIDED AT CONTRACT AWARD
NAWCTSD FACR	TBD	PROVIDED AT CONTRACT AWARD
Device Site – NORFOLK (COR)	TBD	PROVIDED AT CONTRACT AWARD
Device Site – NI (COR)	TBD	PROVIDED AT CONTRACT AWARD
NAWCTSD SW ENGR	TBD	PROVIDED AT CONTRACT AWARD
NAWCTSD CS ENGR	TBD	PROVIDED AT CONTRACT AWARD
NAWCTSD VIS ENGR	TBD	PROVIDED AT CONTRACT AWARD
NAWCTSD ILSM	TBD	PROVIDED AT CONTRACT AWARD

Applicable CLINs 1001, 1011, 1021, 1031, 1041, 1051, 1091, 2001, 2010, 2011, 2020, 2021, 2030, 2031, 2040, 2041, 2050, and 2051

Section G - Contract Administration Data

G1 INCORPORATION OF TERMS AND CONDITIONS

Section G Contract clauses under the Basic TSC III Contract are hereby flowed down to this DO with the same force and effect as if set forth in full text. Duplicated Section G clauses from the Basic have been retained to provide detailed "fill-in" information when applicable. Additional Delivery Order specific terms and conditions are incorporated herein.

CLAUSES INCORPORATED BY FULL TEXT

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

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:	See Block 12
Issue By DoDAAC:	See Block 5
Admin DoDAAC:	See Block 6
Inspect By DoDAAC:	See Block 11
Ship To Code:	See Section F
Ship From Code:	N/A
Mark For Code:	See Section F
Service Approver (DoDAAC):	See Block 11
Service Acceptor (DoDAAC):	See Block 11
Accept at Other DoDAAC:	N/A
LPO DoDAAC:	See Block 11
DCAA Auditor DoDAAC:	See Block 11
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.

(TO BE COMPLETED AT TIME OF AWARD)

(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.

N/A

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(SEP 2012)

(a) The Technical Point of Contact (TPOC) for this contract is: [TO BE PROVIDED AT CONTRACT AWARD]

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order Manager (TOM) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the contracting officer.

(c) The contractor may use this technical POC for technical questions related to the existing contract or order. Also, the TPOC may assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquires.

(d) The contractor shall immediately notify the Procuring Contracting Officer in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

CLAUSES INCORPORATED BY FULL TEXT

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.

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

5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR) (MAY 2006)

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(c) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

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 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are withheld pursuant to FAR 42.302(a)(3, 40, 44, 46, 51, & 58) or as delineated by Procuring Contracting Officer (PCO) correspondence: (a)(3) Conduct post-award orientation conferences; (a)(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production; (a)(44) Perform engineering analyses of contractor cost proposals; (a)(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; Submit comments to the contracting office; (a)(51) Consent to the placement of subcontracts; (a)(58) Ensure timely submission of required reports.

(b) Inquiries regarding payment should be referred to: MyInvoice at

<https://myinvoice.csd.disa.mil/index.html>~~https://myinvoice.csd.disa.mil/index.html~~

Section H - Special Contract Requirements

H1 INCORPORATION OF TERMS AND CONDITIONS

Section H Contract clauses under the Basic TSC III Contract are hereby flowed down to this DO with the same force and effect as if set forth in full text. Duplicated Section H clauses from the Basic have been retained to provide detailed “fill-in” information when applicable. Additional Delivery Order specific terms and conditions are incorporated herein.

H2 NAVAIR Portable Source Initiative (NPSI) DATASET USE RIGHTS

The contractor shall provide NPSI datasets for use throughout the Department of Defense (DoD) and intelligence community as defined in 50 USC 401a. The DoD intelligence community shall have the right to use, modify, reproduce, release, perform, display, or disclose such contents within and among the DoD and intelligence community. In addition, the DoD and intelligence community may provide NPSI Dataset material to U.S. Government contractors, U.S. Government research partners, and U.S. Government potential contractors, solely for U.S. Government purposes. The DoD’s and intelligence’s use of NPSI Datasets delivered pursuant to this contract shall be perpetual, irrevocable, and worldwide with no additional charges or restrictions. Any newly developed models shall be delivered with unlimited Government rights.

H3 Contract Data Requirements List (CDRL) Information

The government completed the Contract Data Requirements (CDRL) DD Form 1423 in accordance with DoD 5010.12-M, “Procedures for the Acquisition and Management of Technical Data,” dated May 1993. In addition to the requirements set forth in the DD 1423, the following marking requirements are required for all CDRL submittals.

1. All contractor deliverables (technical data, computer software, computer software documentation, electronic media, CDRL submittals, etc.) shall be free of all proprietary markings.
2. All contractor deliverables under a CDRL shall incorporate change bars in the margin to identify areas of revision to the document. Note the first submission is exempt.
3. The following Distribution Statement shall be included on all CDRL deliverable:

DISTRIBUTION STATEMENT D-DISTRIBUTION AUTHORIZED TO DoD AND U.S. DoD CONTRACTORS ONLY. (ADMINISTRATIVE OR OPERATIONAL USE) (3 MAY 2013). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMMANDER, NAVAL AIR SYSTEMS COMMAND (PMA205), 47123 BUSE ROAD, PATUXENT RIVER, MD 20670.

CLAUSES INCORPORATED BY REFERENCE

252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
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CLAUSES INCORPORATED BY FULL TEXT

5252.217-9500 ORDERING - PROVISIONED ITEMS (FIXED-PRICE) (NAVAIR)(OCT 2005)

(a) Contract Modification - Provisioned Items and Other Requirements to be Furnished When Ordered by the Government. The contractor shall furnish supplies or other requirements under the Item(s) set forth in this clause when a contract modification is issued by the Government in accordance with the procedures specified herein. The Government shall not be liable for any expenses incurred by the contractor under any Item set forth herein until a contract modification is issued by the Government.

(b) Contractor Qualifying Proposal - Requirements Being Ordered. When required by the PCO, the contractor shall submit a qualifying proposal for the requirements the Government contemplates ordering hereunder. Such proposal shall be supported by cost or pricing data as prescribed in FAR 15.403 and DFARS 215.403 unless such requirement has been waived for orders under the contract pursuant to FAR 15.403. Certification of the cost or pricing data shall be made upon agreement on price.

(c) Ordering Period and Terminal Date for Delivery or Performance. Contract modifications for supplies or other requirements may be issued during the period covered by this contract at any time prior to the delivery date of the last article under the applicable Item called for in Section B hereof for which the supplies or other requirements are being procured. Contract modifications issued in accordance with this clause shall provide that deliveries or performance shall be completed not later than fourteen (14) months after the delivery of the last article under the applicable Item called for in Section B hereof, for which the supplies or other requirements are being procured.

(d) Ordering. For the purposes of this contract, the PCO is the ordering activity. The PCO will issue contract modifications for supplies or other requirements to be furnished by the contractor in accordance with requirements specified by the cognizant provisioning or requiring activity designated in paragraph (q) below. Each contract modification issued in accordance with paragraph (e) or (f) below shall -

- (1) be prepared on Standard Form 30 (Amendment of Solicitation/Modification of Contract);
- (2) be numbered as a modification to this contract in accordance with DFARS 204.7106;
- (3) state that the contract modification is issued in accordance with this clause;
- (4) identify the Item number set forth in Section B of the Schedule under which the supplies or other requirements are being procured (new contract line item number(s) shall not be assigned in any contract modification issued by the ACO.
- (5) set forth in full detail the supplies or other requirements and the quantities being procured (deliverable requirements shall be set forth in a contract exhibit (see paragraph (m) below));
- (6) include as an Exhibit, DD Form 1423, Contract Data Requirements List, using the exhibit identifier designated in Section B for the Item number, whenever data is ordered under any contract line item number which does not refer to a contract exhibit attached to the contract;
- (7) set forth packing and marking requirements for supplies being procured (see FAR 47.305-10 and DFARS 247.305-10);
- (8) set forth consignment instructions for supplies being procured to the extent they are known at the time the contract modification is issued (see FAR 47.305-10 and DFARS 247.305-10);
- (9) set forth the negotiated delivery or performance dates;
- (10) identify those items, if any, subject to the "Limitation of Liability - High-Value Items" clause, if included in this contract;
- (11) obligate funds to cover priced orders issued under paragraph (e) below or ceiling priced orders issued under paragraph (f) below;
- (12) set forth the applicable accounting and appropriation data (to be provided to the Cognizant Contracting Officer by the cognizant provisioning or requiring activity (see paragraph (q) below)); and
- (13) be given the same distribution as this contract, except that distribution of voluminous contract exhibits shall be limited to: (i) the contractor; (ii) the contract administration office; (iii) the cognizant provisioning or requiring activity; (iv) the paying office, and (v) the accounting office.

(e) Issuance of Contract Modifications Covering Priced Orders. For each order placed pursuant to this clause, the Cognizant Contracting Officer will prepare a supplemental agreement to this contract in the form of a priced order when supplies or other requirements are to be furnished by the contractor unless otherwise provided for under paragraph (f) below. The supplies or other requirements being procured shall be clearly defined in the supplemental agreement. Such supplemental agreement shall be priced and otherwise definitive at the time of issuance and shall be signed by the contractor and the Cognizant Contracting Officer.

(f) Issuance of Contract Modifications Covering Ceiling Priced Orders. In those cases where it is not possible to price supplies or other requirements in accordance with paragraph (e) above due to urgency such as safety-of-flight or readiness impact, the Cognizant Contracting Officer will prepare a supplemental agreement to this contract in the

form of a ceiling priced order. A ceiling priced order shall not be used to obtain contractor support services. Each ceiling priced order shall clearly define the supplies or other requirements being procured and shall set forth a not-to-exceed ceiling price and shall specify the total ceiling price for the DFARS Clause 252.217-7027, "Contract Definitization". The ceiling price set forth in any ceiling priced order shall not be used as a billing price for delivered items. Each ceiling priced order shall provide for total performance of the order for the specified ceiling price and such ceiling price shall bear a reasonable relationship to the work to be performed. A milestone schedule which culminates in a mutually agreed date upon which complete definitization will occur shall be included in each ceiling priced order. The milestone schedule established in the ceiling priced order concerned shall be within the period set forth in paragraph (h) below. Provisioned Items Orders shall comply with the applicable requirements set forth in DFARS 217.7602-2. Each supplemental agreement covering a ceiling priced order shall be signed by the contractor and the Cognizant Contracting Officer. Additional requirements or quantities shall not be added to any ceiling priced order issued hereunder.

(g) Limitation of Government Liability Under Ceiling Priced Orders. The firm price of each ceiling priced order shall not exceed the ceiling price as established in accordance with paragraph (h). The ceiling price shall be the maximum amount for which the Government shall be liable if the ceiling priced order is terminated before the firm price is established. If at any time the contractor has reason to believe that the total price to the Government for the supplies or other requirements called for in any ceiling priced order will be substantially less than the ceiling price specified therefore, the contractor shall promptly notify the Cognizant Contracting Officer, in writing, with a copy to the cognizant provisioning or requiring activity. The Cognizant Contracting Officer will, based upon such notification, decrease the ceiling price of the ceiling priced order concerned. A decrease in the ceiling price of any ceiling priced order shall be set forth in a supplemental agreement to this contract and shall be signed by the contractor and the Cognizant Contracting Officer.

(h) Establishment of Firm Prices of Ceiling Priced Orders. The contractor shall submit to the Cognizant Contracting Officer not later than 30 days after the issuance of each ceiling priced order a qualifying proposal for the supplies or other requirements ordered by the Government that shall include:

- (1) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the ceiling priced order together with sufficient data to support the accuracy and reliability of such estimate and
- (2) supporting cost or pricing data (see paragraph (o) below), except that if a qualifying proposal including supporting cost or pricing data was submitted to the Cognizant Contracting Officer before the issuance of the ceiling priced order concerned, only revisions to such qualifying proposal and the supporting cost or pricing data are required to be submitted to the Cognizant Contracting Officer.

Upon submission of the contractor's qualifying proposal, or revisions thereto, the contractor and the Cognizant Contracting Officer shall promptly negotiate and establish a firm price for the supplies or other requirements called for in the ceiling priced order concerned. The firm price for the supplies or other requirements, as agreed upon by the contractor and the Cognizant Contracting Officer, shall be set forth in a supplemental agreement to this contract. The item identifications shown in the applicable ceiling priced order shall be set forth in such supplemental agreement. Except for ceiling priced orders issued against contract line items for initial spares identified in Section B, the firm price of each ceiling priced order shall be established within one hundred eighty (180) days after the issuance of the ceiling priced order, or the date on which the funds expended by the Government equal fifty (50%) percent of the ceiling price, whichever occurs earlier. The definitization schedule may be extended, but not exceed, one hundred eighty (180) days after submission of the contractor's qualifying proposal. The firm price of each ceiling priced order for initial spares shall be established at most within one hundred eighty (180) days after the issuance of the ceiling priced order. If agreement on a definitive supplemental agreement to establish the firm price of any ceiling priced order is not reached within the period specified above, the Cognizant Contracting Officer may unilaterally determine a reasonable price for the ceiling priced order concerned in accordance with FAR 15.4 and Part 31 subject to appeal by the contractor as provided in the "Disputes" clause of this contract.

(i) Identification of Costs of Ceiling Priced Orders. The contractor shall identify by order all incurred costs (less allocable credits) for work allocable to each ceiling priced order issued pursuant to paragraph (f) above. The requirement for the contractor to segregate the costs of each ceiling priced order shall continue until the firm price is established by a supplemental agreement to this contract.

(j) Progress Payments - Withholding or Suspension - Ceiling Priced Orders. Submission by the contractor of a qualifying proposal for each ceiling priced order issued hereunder is a material requirement of this contracting order that complete definitization will occur within the period specified in paragraph (h) above. Therefore, if the contractor fails to submit a qualifying proposal for any ceiling priced order, progress payments may be reduced or suspended for the order concerned as provided in paragraph (c)(1) of the Progress Payments clause of this contract

unless such failure of the contractor is due to causes beyond its control and without its fault or negligence. Cognizant Contracting Officer will notify the contractor, in writing, as to any reduction or suspension of progress payments pursuant to FAR 32.503-6.

(k) Expenditure Limitation for Ceiling Priced Orders. (This paragraph (k) shall not apply to ceiling priced orders issued against contract line items for initial spares identified in Section B or orders under \$25,000.) Pending the establishment of firm prices, progress payments, as well as total expenditures by the Government in the case of acceptance, shall be fifty (50%) percent of the ceiling price of each ceiling priced order for which the contractor has not submitted to the Cognizant Contracting Officer a qualifying proposal for definitization, or seventy-five (75%) percent of the ceiling price of each ceiling priced order for which a qualifying proposal has been submitted to the Cognizant Contracting Officer. The contractor shall identify in an attachment to Standard Form 1443, Contractor Request for Progress Payment, for each ceiling priced order, the progress payment amount requested for each ceiling priced order, and shall state the maximum expenditure limitation specified by this paragraph (k) for the ceiling priced order. In the event of acceptance, the Government shall identify any expenditure limitations specified in this paragraph (k).

(l) Qualifying Proposals for Priced Orders and Ceiling Priced Orders. The term "qualifying proposal", as used herein, means, at a minimum, a proposal which contains sufficient information to enable the Government to conduct complete and meaningful audits of the information contained in the proposal and of any other information which the Government is entitled to review in connection with any priced order issued under paragraph (e) above, or any ceiling priced order issued under paragraph (f) above, as determined by the Cognizant Contracting Officer.

(m) Contract Exhibits Covering Priced Orders and Ceiling Priced Orders. The contractor shall prepare a contract exhibit in accordance with DFARS 204.7105 covering the deliverable requirements (other than data), being procured under a priced order issued under paragraph (e) above or a ceiling priced order issued under paragraph (f) above. Each contract exhibit shall use the appropriate exhibit identifier assigned in Section B of the Schedule for the contract line item number under which deliverable requirements (other than data) are being procured. Each contract exhibit shall apply only to the contract line item number designated in Section B (or shall apply to one alpha suffix subline item number only if established within the designated contract line item number when the order is issued). The applicable contract line item number (or the applicable alpha suffix subline item number, if established) and the applicable exhibit identifier shall be cited on each contract exhibit. If all available exhibit line item numbers are used within each exhibit (identifier) assigned in Section B for the particular contract line item number(s), the contractor shall notify the Procuring Contracting Officer (PCO), in writing, and request that additional exhibit identifier(s) be assigned for the contract line item number(s) concerned. Any additional exhibit identifier(s) assigned for any contract line item number will be set forth in a unilateral modification to this contract signed by the PCO. This paragraph (m) does not apply to any contract line item number set forth in Section B that calls for data.

(n) Modifications to Priced Orders or Ceiling Priced Orders. Modifications to priced orders or to ceiling priced orders issued hereunder shall be effected in accordance with the procedures for issuing contract modifications specified in this clause. Modifications to ceiling priced orders issued pursuant to paragraph (f) above shall not include additional requirements or quantities. Any claim for charges resulting from a decrease in the supplies or other requirements ordered in any priced order or in any ceiling priced order shall be processed in accordance with the termination procedures of this contract. Items of supplies or other requirements set forth in modifications to priced orders and contract exhibits attached thereto shall be numbered in accordance with the applicable procedure set forth in DFARS 204.7106, except that new contract line item numbers shall not be assigned in contract modifications issued by the ACO. The applicable contract line item numbers (or alpha suffix subline item numbers, if any) or exhibit line item numbers cited in priced orders or in ceiling priced orders issued pursuant to this clause shall be cited in appropriate modifications to such orders.

(o) Cost or Pricing Data. Whenever cost or pricing data, as defined in FAR 15.403, are required in accordance with FAR 15.403 and DFARS 215.403, the Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(p) Provisioning Document, Specifications, or Description of Work. The applicable provisioning document or specification or the description of the work is set forth below. To the extent of any inconsistency between any provisioning document or specification referred to below and the Schedule, the Schedule shall control.

Provisioning Document,
Specification or Statement of Work
CLINs 1070 and 2080

(q) Provisioning or Requiring Activity. The cognizant provisioning or requiring activity designated below will determine appropriate requirements (see paragraph (d) above) to be set forth in priced orders issued under paragraph (e) above or in ceiling priced orders issued pursuant to paragraph (f) above. If the cognizant provisioning or requiring activity is a U.S. Navy activity, a signed Certification of Urgency shall be provided to the Cognizant Contracting Officer before the issuance of any ceiling priced order for requirements specified by such activity.

Activity: NAWCTSD

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.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: Mr. Sidney Galloway, Code AIR 2.5.3.5.2
 Address: Naval Air Warfare Center Training Systems Division
 12211 Science Dr.
 Orlando, FL 32826-3224
 Telephone: (407) 380-8331
 Email: sidney.galloway@navy.mil

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR)(MAY 2014)

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements):

(1) Government property currently accountable and managed under the following contracts:

Contract Number	Nomenclature/ Description	Part/ Model/ Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost		
NONE									

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(2) Government furnished property to be provided under this contract:

Nomenclature/ Description	Part/ Model Number /National Stock Number	Mfr	Serial Number (Unique Item Identifier)	QTY/ Unit of Issue	As Is: Yes /No	Estimated Unit Acquisition Cost

Nomenclature/ Description	Part/ Model Number /National Stock Number	Mfr	Serial Number (Unique Item Identifier)	QTY/ Unit of Issue	As Is: Yes /No	Estimated Unit Acquisition Cost
GFP						
2F168 S/N - 1	N/A	CAE	2F168 S/N - 1	1	Y	N/A
2F168 S/N - 2	N/A	ASI	2F168 S/N - 2	1	Y	N/A
GFS						
E-2C CUP Host Source Code		ASI / Rockwell Collins		1	Y	N/A
GFI						
E-2C CUP TCR		ASI / Rockwell Collins		1	Y	N/A
E-2C CUP TMMR		ASI / Rockwell Collins		1	Y	N/A
COTS		ASI	NAWCTSD P- 7038	1	Y	N/A
CRISD/CSOM/SU M		ASI	257- SN1LOTIVG00 9-CRISD	1	Y	N/A
CSPEI		ASI	257- SN1LOTIVG00 4N004-CSPEI	1	Y	N/A
IDD		ASI	257- SN1LOTIVG00 6-IDD1	1	Y	N/A
O&M		ASI	NAWCTSD P- 7036	1	Y	N/A
PDAL		ASI	257-SN1- LOTIVG003- PDAL-02R2	1	Y	N/A
PMS		ASI	NAWCTSD P- 7037	1	Y	N/A
SDD		ASI	257- SN1LOTIVG00 5-SDD	1	Y	N/A

Nomenclature/ Description	Part/ Model Number /National Stock Number	Mfr	Serial Number (Unique Item Identifier)	QTY/ Unit of Issue	As Is: Yes /No	Estimated Unit Acquisition Cost
TCR		ASI	257- SN1LOTIVG00 7-TCR-03	1	Y	N/A
TER		ASI	257- SN1LOTIVG00 1-TER	1	Y	N/A
TFR		ASI	257- SN1LOTIVN00 A-TFR	1	Y	N/A
TMMR		ASI	257- G008N008- TMMR	1	Y	N/A
TSSD		ASI	NAWCTSD P- 7039	1	Y	N/A
TTPRR		ASI	257- SN1LOTIVG00 2-TTPRR	1	Y	N/A
COTS		ASI	NAWCTSD P- 8216	1	Y	N/A
CRISD/CSOM/SU M		ASI	257-N009- CRISD	1	Y	N/A
CSPEI		ASI	257-N009- CSPEI-02R	1	Y	N/A
IDD		ASI	257-N006-IDD	1	Y	N/A
O&M		ASI	NAWCTSD P- 8214	1	Y	N/A
PDAL		ASI	257-N003- PDAL-04	1	Y	N/A
PMS		ASI	NAWCTSD P- 8215	1	Y	N/A
SDD		ASI	257-N005-SDD	1	Y	N/A
TCR		ASI	257-SN2N007-	1	Y	N/A

Nomenclature/Description	Part/ Model Number /National Stock Number	Mfr	Serial Number (Unique Item Identifier)	QTY/ Unit of Issue	As Is: Yes /No	Estimated Unit Acquisition Cost
			TCR			
TER		ASI	257-SN2N001-TER	1	Y	N/A
TFR		ASI	257-N00A-TFR	1	Y	N/A
TMMR		ASI	257-N008-TMMR-06	1	Y	N/A
TSSD		ASI	NAWCTSD P-8217	1	Y	N/A
TTPRR		ASI	257-SN2N002-TTPRR-03	1	Y	N/A

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

Nomenclature/Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost	
NONE							

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(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.

Schedule/Source	Nomenclature/Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost	
NONE							

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(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/dlms/elib/ 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

I INCORPORATION OF TERMS AND CONDITIONS

Section I Contract clauses under the Basic TSC III Contract are hereby flowed down to this Delivery Order. Duplicated Section I clauses from the Basic contract have been retained to provide detailed "fill-in" information when applicable or to include those that required incorporation into all solicitations and contracts. Additional Delivery Order specific terms and conditions are incorporated herein.

CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.217-7	Option For Increased Quantity--Separately Priced Line Item	MAR 1989
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-50	Combating Trafficking in Persons	MAR 2015
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.232-7004	DOD Progress Payment Rates	OCT 2014
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012

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52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the Option Exercise dates listed in Section B.2. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

52.232-16 PROGRESS PAYMENTS (APR 2012) - ALT I (MAR 2000)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 85 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing

payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

- (i) In accordance with the terms and conditions of a subcontract of invoice; and
- (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
- (ii) Costs incurred by subcontractors or suppliers.
- (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
- (iv) Payments made or amounts payable to the subcontractors or suppliers, except for--
 - (A) completed work, including partial deliveries, to which the Contractor has acquired title; and
 - (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 85 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 85 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidation's and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
- (2) Performance of this contract is endangered by the Contractor's --
 - (i) Failure to make progress; or
 - (ii) Unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property.

Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost.(see 45.101)

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g)Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic

equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

- (h) Special terms regarding default. If this contract is terminated under the Default clause,
- (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and
 - (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
- (i) Reservations of rights.
- (1) No payment or vesting of title under this clause shall --
 - (i) Excuse the Contractor from performance of obligations under this contract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
 - (2) The Government's rights and remedies under this clause --
 - (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
 - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
- (1) The amounts included are limited to --
 - (i) The unliquidated remainder of financing payments made; plus
 - (ii) Any unpaid subcontractor requests for financing payments.
 - (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.
 - (3) If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --
 - (i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;
 - (ii) Are at least as favorable to the Government as the terms of this clause;
 - (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
 - (iv) Are in conformance with the requirements of FAR 32.504(e); and
 - (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
 - (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
 - (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
 - (ii) Are in conformance with the requirements of FAR 32.504(f); and
 - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
 - (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--
 - (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;
 - (ii) Are in conformance with the requirements of FAR 32.504(g); and
 - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
 - (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

Section J - List of Documents, Exhibits and Other Attachments

Section J - List of Documents, Exhibits and Other Attachments

DOCUMENT	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work for C-2A Operational Flight Trainer Service Life Extension Program 140062	117	30 September 2015
Attachment 2	Performance Specification System Specification for C-2A Operational Flight Trainer Service Life Extension Program PFR 140063	130	31 October 2015
Attachment 3	Training System (TS) Work Breakdown Structure (WBS) & Dictionary	25	20 August 2013
Attachment 4	Test and Evaluation Master Plan (TEMP) for C-2A Operational Flight Trainer Service Life Extension Program	36	18 November 2014
Attachment 5	RESERVED Software Metrics Program Handbook - SWDIV-HDBK-7 (Rev. 1)	84	1 November 2002
Attachment 6	CDRL Matrix	4	NA
Attachment 7	RESERVED Technical Manual Contract Requirement (TMCR) (NAWCTSD TMCR-14-16)	17	29 June 2015
Attachment 8	RESERVED		
Attachment 9	RESERVED		
Attachment 10	NAWCTSD 4330/60 Form	1	N/A
Attachment 11	RESERVED		
Attachment 12	RESERVED		
Attachment 13	Solicitation Question & Response Form	1	N/A
Exhibit A	Contract Data Requirements Lists (CDRLs) Engineering Data; Exhibit A (A001-A009, A00A-A00F, A00h, A00J, A00K-A00M)	20	01 October 2015
Exhibit B	Contract Data Requirements Lists (CDRLs) Administrative Data; Exhibit B (B001-B006)	6	01 October 2015
Exhibit C	Contract Data Requirements Lists (CDRLs) Provisioning Data; Exhibit C (C001-C005)	5	01 October 2015
Exhibit D	Contract Data Requirements Lists (CDRLs) Logistics Data; Exhibit D (D001-D007)	7	01 October 2015
Exhibit E	Contract Data Requirements Lists (CDRLs) Technical Publications; Exhibit E (E001-E003)	3	01 October 2015
Exhibit F	Contract Data Requirements Lists (CDRLs) Training Data; Exhibit F (F001-F005)	5	01 October 2015
Exhibits G	Contract Data Requirements Lists (CDRLs) Engineering; Exhibit G (G001-G006, G008-G009, G00B-G00D, G00f, G00H, G00J-G00M)	17	01 October 2015
Exhibits H	Contract Data Requirements Lists (CDRLs) Administrative Data; Exhibit H (H001-H006)	6	01 October 2015
Exhibits J	Contract Data Requirements Lists (CDRLs) Logistics Data; Exhibit J (J001-J005)	5	01 October 2015
Exhibit K	Contract Data Requirements Lists (CDRLs) Logistics Data; Exhibit K (K001-K007)	7	01 October 2015
Exhibit L	Contract Data Requirements Lists (CDRLs) Technical Publications; Exhibit L (L001-L003)	3	01 October 2015
Exhibit M	Contract Data Requirements Lists (CDRLs) Technical	2	01 October 2015

~~N61340-16-R-1116~~N61340-16-R-1116

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Page 53 of 78

	Publications; Exhibit M (M001-M002)		
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Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012

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52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.225-18 PLACE OF MANUFACTURE (SEP 2006)

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

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;

- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) Outside the United States.

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 [insert NAICS code].

(2) The small business size standard is [insert size standard].

(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.

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.232-13 Notice Of Progress Payments APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price (FFP) contract resulting from this solicitation.

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

Name: Mr. Sidney Galloway, Code AIR 2.5.3.5.2
Address: Naval Air Warfare Center Training Systems Division
12211 Science Dr.
Orlando, FL 32826-3224
Telephone: (407) 380-8331
Email: sidney.galloway@navy.mil

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

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

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in the following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

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

The anticipated award date for this requirement is 21 March 2016. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

L -1 CONTENT OF PROPOSALS (SUPPLIES)

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 elimination from consideration.

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. Assume the government has no prior knowledge of an offeror's facilities and experience. Do not simply rephrase or restate the government's requirements. Statements that the offeror will provide a particular feature or training 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 Volume, no cost or pricing information should appear in any volume.

Questions regarding this solicitation shall be submitted in writing with the use of Attachment (13), Questions/Comments Form. It is requested that each question/comment reference the applicable document, paragraph, and page. All questions must be submitted to Don Jones, the Contract Specialist, no later than 2:00pm Eastern Standard Time on 13 November 2015.

1.1 TECHNICAL DATA FOR OFFERORS

The technical data required by Offerors will be made available prior to final RFP release. Offerors are instructed to provide the Government a USB connected hard drive with a minimum storage capacity of 16GB due to the amount of data. Requests for the information shall be sent via Email to Mr. Donald Jones, donald.e.jones3@navy.mil. The hard drive can then be either mailed or physically dropped off/picked up. The physical pickup location is NAWCTSD 12211 Science Drive, Orlando, FL, 32826-3224 and Offerors will be met in the DeFlores building lobby. Should the hard drive be mailed, the Government requests that the Offeror provide a return shipping label and postage. All data is restricted from export by the Arms Export Control Act (Title 22, U.S.C., Sec. 2751 or Executive Order 12470). Contractors shall abide by these restrictions. Copies of the full NPSI data will not be provided until after Delivery Order award. All technical data is provided on an “as-is” basis. The Government shall not take responsibility for the accuracy of the information, as it may not be error free.

Upon award of a contract resulting from the subject solicitation, the unsuccessful Offerors shall either destroy and provide notification to the POC identified or return all technical data to the POC identified within 10 calendar days of receiving notification from the Government. In the event the solicitation is cancelled, all Offerors shall return the technical data to the POC identified within 10 calendar days of being notified by the Government that the solicitation is cancelled. The Offerors shall destroy any and all copies of the technical data or data produced from the usage of the technical data in development of the Offeror’s proposal and certify in writing to the PCO within 10 days after contract award that they have complied.

The successful Offeror shall maintain possession of the data for use during contract execution. The data will be provided in accordance with clause 5252.245-9500, Government Property for the Performance of this Delivery Order.

2.0 PROPOSAL FORMAT

Written proposals must be formatted using a Times New Roman 12 pt normal font (no reduction permitted), single-spaced with 1-inch margins all around, and formatted for standard 8.5 x 11 inch paper. All pages should be numbered with section and page numbers. 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 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 pt font and should contain a grid, which allows values to be read directly from the graph to the same accuracy that a 10 x 10 to the ½ inch grid provides. Graphic resolution should be consistent with the purpose of the data presented.

3.0 PROPOSAL CONTENT AND VOLUMES

All proposals must be UNCLASSIFIED. Each volume of the proposal shall be submitted as one paper with additional copies as specified in the table below. For electronic copies specified in the table below, the offeror will

provide a complete copy of the proposal as electronic files fully compatible with Microsoft Office 2010 on a Compact Disk Read-Only Memory (CD-ROM). For information not supported by Microsoft Office products, the offeror must also provide the latest Adobe Acrobat reader on the CD-ROM. The offeror will ensure that the Price Volume is provided on a separate CD-ROM in Microsoft Office 2010 Excel format. 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 electronic CD-ROM, the electronic CD-ROM will take precedence.

Page limitations for each volume are specified in the table below. Proposal pages beyond the specified maximum limit will not be reviewed by the government as part of the evaluation.

Volume Number	Volume Title	Page Limit	Copies Required
1	TECHNICAL	75 pages not including Integrated Master Schedule (IMS), Cross Reference Matrix (CRM), specification sheets or DFARS clauses 252.227-7013, 252.227-7014, 252.227-7017, and 252.227-7028.	1 Paper Copy/2 CD-ROM Disc Original
2	PRICE	As needed	1 Paper Copy/2 CD-ROM Disc Original

Each volume shall contain the following information:

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

The Offeror shall submit a Cross Reference Matrix (CRM) for the Technical Volume, similar to the example below, to help ensure that all solicitation requirements are addressed and to facilitate the evaluators' review of the Offeror's proposal. The CRM should be a single integrated matrix and cross-reference the proposal volumes and paragraphs to specific RFP requirements, as well as other parts of the proposal that contain relevant information. The CRM does not count against any of the proposal page limitations.

EXAMPLE OF A CROSS REFERENCE MATRIX (CRM)

Section L – Proposal Instructions	Government PWS/SOW	Section M – Evaluation Factor	Offeror's Proposal Reference	CLIN Reference
Volume 1 Technical	Example: Para 3.1	2.A	Provide reference to Offeror's Proposal Volume I – Technical. Example: Refer to appropriate page number in Offeror's written proposal	

Section L – Proposal Instructions	Government PWS/SOW	Section M – Evaluation Factor	Offeror’s Proposal Reference	CLIN Reference
Volume 2 Price				

4.0 PROPOSAL SUBMISSION:

Clearly mark all packages with the solicitation number. The submission date for the original proposal shall be no later than the date and time specified in Block 9 of Standard Form 33 of the RFP.

Offeror shall submit proposals via United States Postal Service or through a commercial carrier using the address provided below. Offerors shall not submit proposals by facsimile or electronically via email.

Naval Air Warfare Center Training System Division
 Code: AIR-2.5.3.5.2 Sidney Galloway
 Address
 12211 Science Drive
 Orlando, FL 32826-3224
 Solicitation Number: N61340-14-R-0001

Hand carried proposals may be delivered to the address above, attention Sidney Galloway Code 2.5.3.5.2. If a proposal or amendment is hand carried, the Offeror must complete a visit request no later than twenty-four (24) hours prior to delivery of the proposal to the Contract Specialist. Without the visit request, the Offeror may not get beyond the security gate to deliver its proposal. A visit request may be obtained by contacting Mr. Donald Jones, Contract Specialist, at (407) 380-4142, donald.e.jones3@navy.mil. Upon arrival to NAWCTSD, please contact Mr. Donald Jones. In the event that Mr. Jones is not available, please contact the alternate POC, Mr. Sidney Galloway, (407) 380-8331. Guards are not authorized to accept proposals.

Late Proposals:

Definitions. As used in this provision—

“*Proposal modification*” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“*Proposal revision*” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“*Time,*” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

Submission, modification, revision, and withdrawal of proposals. Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the government office designated in the solicitation by the time specified in the solicitation.

Any proposal, modification, or revision received at the government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before

award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and—

If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

There is acceptable evidence to establish that it was received at the government installation designated for receipt of offers and was under the government's control prior to the time set for receipt of offers; or

It is the only proposal received.

However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

Acceptable evidence to establish the time of receipt at the government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of government personnel.

If an emergency or unanticipated event interrupts normal government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume.

Proposals may be withdrawn by written notice received at any time before award.

Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

A written award or acceptance of a proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding task or delivery order without further action by either party.

Restriction on Disclosure and Use of Data: Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the government except for evaluation purposes, shall—

Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a task or delivery order is awarded to this offeror as a result of — or in connection with — the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting task or delivery order. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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.

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" and "Source Selection Information – See FAR-2.101 and 3.104".

6.0 CLASSIFIED DATA

All proposals must be UNCLASSIFIED.

7.0 SOLICITATION CHANGES

For any changes and additional information for the solicitation please go to website:

<http://www.navair.navy.mil/navetsd/EBusiness/BusOps/Acquisitions/Index.cfm>
<http://www.navair.navy.mil/navetsd/EBusiness/BusOps/Acquisitions/Index.cfm>

PART B SPECIFIC INSTRUCTIONS

1.0 VOLUME 1: TECHNICAL

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

The offeror shall provide information and data to address the elements below. Any analysis conducted by proposed subcontractors or vendors to support specific calculations or approaches shall be described and included with the offeror's approach.

Reference to any of the plans attached to the TSC III multiple-award contract is not permitted because those plans will not be evaluated as part of this delivery order evaluation. Reference to the plans attached to the basic contract also will exceed the technical proposal page limitation for this delivery order evaluation.

1.1 Design Synopsis: Offeror(s) are required to discuss the following aspects.

- 1.1.1 The offeror shall provide an overarching approach detailing the design and development efforts of the following systems: visual, flight dynamics model, computational systems, I/O, control loading, IOS reconfiguration. The offeror shall also address the technical challenges and the offeror's plan to mitigate said challenges.
- 1.1.2 The offeror shall provide a functional block diagram of the proposed trainer and support system design end state, a block diagram of the I/O system architecture, a plan view of the proposed trainer system placement, and the supporting analysis that shows its proposed solution will properly interface and fit within the facility constraints. The functional block diagram shall identify new, reused, refurbished, removed, and/or modified components and the plan view shall note length and width dimensions for both North Island, CA and Norfolk, VA.
- 1.1.3 The offeror shall describe the planned approach to determine applicability of National Institute for Standards and Testing (NIST) Special Publication (SP) 800-53 controls to achieve the required

program Cyber Security posture, the method for identification and implementation of applicable Security Technical Implementation Guidance (STIG) and the method for identifying evidentiary requirement(s) in testing Cyber Security controls.

- 1.1.4 The offeror shall describe the Test Discrepancy tool used to track Deficiency Reports (DRs) and System Trouble Reports (STRs) and the type of access provided to the government.
- 1.2 Visual system: Offeror(s) are required to discuss the following.
 - 1.2.1 The offeror shall provide a short description and a functional block diagram depicting the Image Generators (IG), displays, other subsystem hardware, the software functionality each component provides, and the interfaces associated with its proposed solution. The offeror shall provide the manufacturer's published specification sheet(s) for the candidate IG, and display unit.
 - 1.2.2 The offeror shall provide a narrative description explaining how, within the constraints of the specified viewing volumes and available facility space constraints, the functionality, hardware, software, and interfaces of the proposed out-the-window system meets or exceeds the specified geometric accuracy, field of view (FOV), resolution, contrast, luminance, and luminance uniformity for each of the required eyepoints. Provide the contrast, average luminance, and average resolution performance values to be delivered with the proposed approach. Provide supporting rationale (including data, assumptions, and formulas with calculation) supporting the conclusions that the proposed visual system approach will deliver or exceed the proposed performance for luminance, resolution, and contrast requirements.
 - 1.2.3 The offeror shall describe its approach for initial and periodic auto-alignment and tuning system capabilities, and the level of expertise necessary to operate the system's auto-alignment.
 - 1.2.4 The offeror shall provide a description on the approach for blending geometry, luminance, and color across boundaries of the display system, and provide assumptions and analysis used in determining that such approach will meet the visual system performance requirement.
 - 1.2.5 The offeror shall identify and describe how the visual database and models will be developed, while utilizing existing NAVAIR Portable Source Initiate (NPSI) database information.
- 1.3 Computational System and Software: Offerors are required to discuss the following.
 - 1.3.1 The offeror shall provide a short description of the computational system hardware and a block diagram of the proposed computational system architecture, identifying all trainer systems and subsystems to the level of components that are new, reused, refurbished, or modified, including the Software Support System (SSS), and hardware interfaces.
 - 1.3.2 The offeror shall describe the proposed software baseline for the training device(s) beginning with a top-level diagram of software for each of the training system configuration items. The baseline will include top-level software interfaces between the various trainer systems and subsystems.
 - 1.3.3 The offeror shall address the challenges to update current trainer operating systems, commercial and noncommercial software from 32 bits to 64 bits architecture, update Integrated Development Environments, and compliance with the Defense Information Systems Agency (DISA) Application Security and Development STIG.
 - 1.3.4 The offeror shall provide a software reuse analysis process and plan to leverage and adapt existing software. The offeror shall address any development and modification plans to existing software including, but not necessarily limited to: the breakdown of newly developed, reused and modified software, as well as the extent of reuse or modification in terms of functionality and estimated

Source Lines of Code (SLOC). The offeror shall describe any technical challenges and risks associated with software reuse and modification.

- 1.3.5 The offeror shall provide a technical description of the SSS and describe the interfacing of the SSS to the training device, as it pertains to all the support functions of the SSS. The offeror shall provide a description of the tools for software configuration management, software development, Cyber Security, trainer capability improvements, and other necessary support functions.

1.4 Control Loading System and Flight Dynamics Upgrades: Offerors are required to discuss the following.

- 1.4.1 The offeror shall provide a description of the proposed control loading system design and a block diagram of all components of the proposed control loading system. The offeror shall identify the components for reuse, replacement, overhaul, or refurbishment of Government Furnished Equipment (GFE) control loading system components as provided with the existing 2F168 devices and the offeror's rationale behind the selections.
- 1.4.2 The offeror shall describe how the proposed design ensures that the C-2A aircraft characteristics can be fully controlled and represented by the proposed control loading system model software. The offeror shall identify the technical challenges associated with the proposed design.
- 1.4.3 The offeror shall describe the approach for incorporating the Government Furnished Information (GFI) E-2C flight dynamic model into the C-2A OFT. The offeror shall address how the flight dynamic model will be modified to meet the C-2A criteria data, NATOPS, UAFT, incorporate Fail-to-Feather scenarios, and Specification requirements. The offeror shall discuss the technical challenges associated with the incorporation and tuning of the flight dynamic model.

1.5 Intellectual Property Rights: Offerors are required to discuss the following.

- 1.5.1 The Offeror shall demonstrate the approach to providing technical data and computer software rights that will be used to satisfy the program requirements and the Government's plan for repairing, maintaining, upgrading, and modifying the training devices without needing to rely upon previous trainer modification contractors. The offeror shall list the proposed level of rights for deliverable technical data and computer software and ensure the rights provided are consistent with DFARS clauses 252.227-7013, 252.227-7014, and DFARS provision 252.227-7017, which will become an attachment to the resultant Delivery Order.

1.6 Integrated Logistics Support Program (ILSP): Offerors are required to discuss the following.

- 1.6.1 The offeror shall describe its planned approach to proactively mitigate obsolescence and the proposed solution eliminates near term obsolescence, to include a supporting analysis.
- 1.6.2 The offeror shall describe its solution for ease of maintainability, with emphasis on the following systems: visual, computational system, I/O and control loading. The offeror shall describe the tools available for developing, monitoring, and troubleshooting the systems.

1.7 Integrated Master Schedule (IMS): Offerors are required to discuss the following.

- 1.7.1 The offeror shall Submit an executable IMS of the planned schedule for all activities, events, milestones and critical paths associated with all the tasks related to this effort, including base and option CLINs, using DID DI -MGMT-81861 as guidance. The IMS shall be developed by logically networking (predecessor & successor logic) all discrete Contractor and Principal Subcontractor activities from contract award through program completion. For purpose of the IMS, the offeror shall use a contract award date of 21 March 2016. The offeror shall provide traceability to all the tasks within the IMS to the Training System Work Breakdown Structure provided in Attachment 3. The Offeror shall provide a preliminary CWBS and CWBS Dictionary

derived from the Training System Work Breakdown Structure, using DID DI-MGMT 81334D as guidance. The CWBS shall include work effort elements out to Level IV and shall include a dictionary defining not only lowest level elements, but also roll-up level elements as well. The offeror shall provide an IMS that has the capability to roll-up from the lowest manageable level to the highest summary level with complete horizontal & vertical traceability and capability to produce a calculated program critical path. The offeror shall identify the proposed CLIN delivery dates. The dates shall not exceed those provided in Section F, but may be earlier. Submit an executable IMS using the Training System WBS to Level IV. Submit the IMS in Microsoft Project 2010 and PDF with all task durations and leads/lags provided in work days(d), and include the following as a minimum:

- 1.7.1.1 The program's critical path, based on critical path analysis
- 1.7.1.2 External dependencies (e.g., government furnished equipment, significant material deliveries, other agencies' scope, etc.)
- 1.7.1.3 CDRL deliverables
- 1.7.1.4 For each event, activity, task, and milestone in the IMS identify:
 - 1.7.1.4.1 Unique ID
 - 1.7.1.4.2 Contract Work Breakdown Structure (CWBS) (Text5 field)
 - 1.7.1.4.3 CLIN (Text2 Field)
 - 1.7.1.4.4 Name (e.g., activities, events, milestones, long lead items, SETR events. Task names shall be unique and descriptive of task to be completed.)
 - 1.7.1.4.5 Start Date
 - 1.7.1.4.6 Finish Date
 - 1.7.1.4.7 Duration
 - 1.7.1.4.8 Total Slack
 - 1.7.1.4.9 Predecessors
 - 1.7.1.4.10 Successors
 - 1.7.1.4.11 Constraint Type (minimal constraints shall be used)
 - 1.7.1.4.12 Constraint Date
 - 1.7.1.4.13 Organizational or Functional Code (Text1 field)
 - 1.7.1.4.14 Name of Performing Company by task (Include the name of the Prime or subcontractor performing the work) (Text3 field)

1.7.1.4.15 SOW Reference (Text4 field)

1.7.1.4.16 Level of Effort (LOE) (Text6 field), if used

Text Fields: If the Offeror chooses to use different text fields, they must be defined in the proposal. The offeror must provide tracking to the text fields used if they did not correspond to the assigned text fields as identified above.

- 1.7.2 The offeror shall provide a narrative to describe the approach to accomplishing all program requirements throughout the program through final unconditional device acceptance and final delivery of all deliverables, to include all options. The discussion shall include the following: sequencing of program schedule with technical tasks and activities, to include those of subcontractors necessary to complete the proposed work effort, manufacturing capacity requirements, resourcing requirements, ground rules and assumptions, critical path, risks and other critical considerations.
- 1.7.3 The Offeror shall use a calendar consistent with the company's work schedule. A listing of company holidays, for each year of the proposed plan, should also be included in the schedule narrative. Any activity with duration greater than **125** work days should be divided into activities with smaller durations or the Offeror shall explain the duration within the schedule narrative. Relationships with excessive lead or lag time should be avoided in the IMS submittal. If relationships with large lead or lag times (greater than 5 working days) cannot be avoided, the Offeror shall explain the need for each lead/lag in the schedule narrative. The Offeror shall let the logic determine the network and minimize the use of constraints. Constraints (other than "as soon as possible" or "as late as possible"), directed dates and rationale supporting the need for each constrained/directed date in the schedule shall be included in the schedule narrative. Each constraint other than "ASAP" or "ALAP" shall be justified separately in the narrative. Offeror shall provide a data dictionary that defines all custom fields and their content, and that defines any acronyms and coding structures used in populating custom and non-custom fields in the IMS. The Offeror shall describe its current or proposed schedule management system and how it will be used to plan, coordinate, integrate, control and manage the schedule of the program, including the plan for electronic data transfer of schedule information to the Government, within the schedule narrative. The offeror shall provide a narrative to describe rationale for tasks with durations exceeding 125 days, use of constraints other than ASAP, use of lags, and other pertinent information. Identify Level of Effort (LOE) in a text field (Text6 field), if used. Offeror shall provide a data dictionary that defines all custom fields and their content, and that defines any acronyms and coding structures used in populating custom and non-custom fields in the IMS.

2.0 VOLUME 2: PRICE

No price or pricing information shall be included in any volume other than the Price Volume. The offeror shall include the following in this volume:

2.1 Prices:

- 2.1.1 Provide a copy of Section B populated with the CLIN unit prices and CLIN total prices using each CLIN's quantity value in the solicitation. The offeror shall provide firm-fixed-prices for all CLINs listed in Section B except for CLINs 1070 and 2080.
- 2.1.2 Unbalanced Pricing: The offeror shall explain any appearance of unbalanced pricing. 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. Any apparent imbalances in the pricing, high or low proposed prices as compared to historical data, or any other anomalies, should be fully explained.

- 2.1.3 Completeness: The Price Volume shall also contain the following information:
 - 2.1.3.1 Signed Standard Form 33 for basic solicitation and each amendment.
 - 2.1.3.2 A statement certifying that the offeror has complied with the terms of the provision established under clause H.16 of the Basic Training Systems Contract (TSC III). Under this provision, the maximum profit rate for this order is 13% for the prime, and 5% for pass through on subcontracts.
 - 2.1.3.3 Assumptions, Conditions, Exceptions, Deviations or Waivers: Assumptions, conditions, exceptions, deviations, and requests for waivers may cause proposals to be considered deficient and, thus, not awardable. If there are no assumptions, conditions, exceptions, deviations or waivers, the offeror shall provide a statement stating that the proposal contains no assumptions, conditions, exceptions, deviations or waivers. If the offeror proposes an assumption, condition, exception, deviation, or waiver to a term or condition of the solicitation, the offeror shall provide a detailed description for each assumption, condition, exception, deviation, or request for waiver, as applicable. The offeror shall identify the portion of the solicitation and the offeror's proposal that are affected.
 - 2.1.3.4 Information to populate Section G clause 5252.201-9502.
 - 2.1.3.5 Completed Section K.
 - 2.1.3.6 A statement identifying the proposal expiration period. The proposal expiration period should be no less than 180 days after proposal submission.

MULTIPLE AWARD CONTRACT OMBUDSPERSON

The following individual is responsible for reviewing complaints from contractors and ensuring that all contractors are afforded a fair opportunity to be considered for all delivery orders issued in accordance with the contract:

Name: Mr. Timothy Cichon, AIR-2.5.3
Address: Naval Air Warfare Center Training Systems Division
12211 Science Dr.
Orlando, FL 32826-3275
Telephone: (407) 380-4083
Email: timothy.cichon@navy.mil

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

SECTION M – EVALUATION FACTORS FOR AWARD

PART A: GENERAL INFORMATION

1.0 Basis for Award

The government intends to award a delivery order 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 solicitation under Section M of the RFP. The awarded contractor, however, is required to comply with all requirements of the awarded delivery order.

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

An offeror's proposal must clearly and convincingly reveal the offeror's proposed design 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 training 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 Formal Source Selection Procedures Do Not Apply

Companies have informed NAWCTSD at regularly held local industry meetings that they want NAWCTSD to reduce the bid and proposal dollars they spend to respond to NAWCTSD's solicitations. NAWCTSD does not want to waste its industry partners' bid and proposal dollars or NAWCTSD's resources. As a result, this task or delivery order evaluation and award is a streamlined evaluation and award conducted pursuant to FAR § 16.505. This streamlined evaluation and award contains fewer proposal submission requirements, a reduced page limitation, and is not being conducted using the formal source selection procedures of FAR Subpart 15.3.

Because this streamlined evaluation and award is not using the formal source selection procedures of FAR Subpart 15.3, procedures such as a competitive range determination, pre-award notifications to offerors excluded from a competitive range, pre-award debriefings, oral or written discussions with all offerors within a competitive range, and requesting final proposal revisions from all offerors included within a competitive range are not required. The identification of deficiencies and weaknesses, the government's questions and comments, and the offeror's answers and responses do not constitute discussions, clarifications, communications, or exchanges as used in FAR Subpart 15.3.

Under FAR § 16.505, the government is required to afford all offerors under the multiple-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. If the government does not award on initial proposals, however, the government will not establish a competitive range comprised of all of the most highly rated proposals. Offerors are entitled to a fair opportunity, not a second opportunity. Accordingly, the offeror's initial proposal must contain the offeror's best terms, conditions, and prices. Pre-award debriefings and pre-award notifications of exclusion prior to award are not required under FAR Subpart 16.5, and the government will not provide them.

After the government has afforded all offerors under the multiple-award contract a fair opportunity to submit an offer and have that offer fairly considered, the government's selection official may take or direct one or more of the following actions:

- (1) award to the offeror whose proposal conforms to the solicitation's requirements and is the most advantageous to the government based upon an integrated assessment of Section M's evaluation Factors;
- (2) obtain written resolutions or proposal revisions from the offeror whose initial proposal is the most advantageous to the government based upon an integrated assessment of the Section M evaluation Factors and would be awardable under the solicitation's evaluation criteria but for one or two easily-resolvable deficiencies, weaknesses, or clarifications — the resolution of which do not remove evaluated strengths or increase the offeror's proposed total evaluated price set forth in Section B of the task or delivery order;
- (3) obtain price supporting information, without obtaining a revised proposal or increase in proposed price, 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, but whose price is very low when compared to government estimates and/or other offerors' prices;
- (4) further consider only the offerors who are most likely to provide the most advantageous written resolutions or revised proposals to participate in one-on-one negotiations and submit proposed resolutions and/or revised proposals; or
- (5) not award to any offeror.

4.0 An Offeror's Proposed Features as Performance Requirements

An offeror may propose features that the government wants to write directly into the task or delivery order via the Statement of Work, Specification, or other section of the task or delivery order. Exchanges with an offeror

regarding proposed features do not constitute “discussions” as that term is used at FAR Subpart 15.3, because FAR Subpart 15.3 does not apply to this task or delivery order competition conducted under FAR Subpart 16.5.

If the selection official has selected an apparent successful offeror, and the apparent successful offeror does not agree to include one of the offeror’s proposed features directly into the Statement of Work, Specification, or other section of the task or delivery order prior to award, the government will revise its evaluation record for the selection official, which may or may not change the task or delivery order selection decision, depending upon the proposed feature’s benefit or benefits to which the apparent successful offeror does not agree.

5.0 Evaluation Factors for Award

The government will evaluate proposals using the following Factors:

1. TECHNICAL

- Element 1: Design Synopsis
- Element 2: Visual System
- Element 3: Computational System
- Element 4: Control Loading and Flight Dynamics
- Element 5: Intellectual Property Rights
- Element 6: Integrated Logistics Program
- Element 7: Integrated Master Schedule

2. PRICE

Technical is significantly more important than Price. Elements within the Technical Factor are not weighted or rated subfactors.

Because Technical qualities are more important than the amount of the price, the selection official is permitted to select an offeror that has proposed a higher price, within any stated budget in the RFP, if the technical superiority of that offeror’s proposal is worth the price premium. Thus, the selection official will perform a tradeoff between offerors’ evaluated prices and their evaluated Technical Factor strengths, weaknesses, and deficiencies.

Because a successful offeror’s evaluated strengths and weaknesses are generally exempt from release under the Freedom of Information Act, 5 U.S.C. § 552 — but so that unsuccessful offerors might have some idea of where they stood in the evaluation compared to the successful offeror — the government will assign one of the Technical Factor ratings below. The selection official, however, will not base his or her decision on those ratings because ratings are merely guides to intelligent decision making. The selection official is required to perform, and will perform, a tradeoff between offerors’ evaluated prices and their evaluated Technical Factor strengths, weaknesses, and deficiencies.

The government will assign one of the ratings below to the offeror’s Technical Factor based upon the government’s subjective assessment of each offeror’s evaluated strengths, weaknesses, and deficiencies.

Technical Factor Ratings	
Rating	
Outstanding	Proposal meets requirements and provides significant benefit to the government, even with any evaluated weaknesses that may exist.

Good	Proposal meets requirements and provides benefit to the government, even with any evaluated weaknesses that may exist.
Acceptable	Proposal meets requirements, even with any evaluated weaknesses that may exist. Any evaluated strengths that may exist are not sufficient to raise the proposal to the “Good” rating.
Marginal	Proposal appears to meet solicitation requirements, but does not present a completely adequate approach to the requirement or the offeror will likely have difficulty overcoming evaluated weaknesses.
Unacceptable	Proposal does not meet requirements.

PART B: SPECIFIC INFORMATION

1.0 TECHNICAL

The government will evaluate the elements described below. As part of the government’s evaluation, the government will evaluate the feasibility of the offeror’s proposed design and the risk inherent in the offeror’s proposed approach.

Reference to any of the plans attached to the TSC III multiple-award contract is not permitted because those plans will not be evaluated as part of this delivery order evaluation. Reference to the plans attached to the basic contract also will exceed the technical proposal page limitation for this delivery order evaluation.

1.1 Design Synopsis:

- 1.1.1 The government will evaluate the offeror’s overarching approach to determine if the offeror demonstrates a clear understanding of requirements, identifies the technical challenges, and minimizes risk.
- 1.1.2 The government will evaluate the offeror’s functional diagram, I/O system architecture block diagram, plan view, and analysis of the proposed components and interfaces to assess the likelihood that the offeror’s proposed components will properly interface with other system components and that the system effectively utilizes the facility constraints.
- 1.1.3 The government will evaluate the offeror’s approach to NIST SP 800-53 controls, methods for identification and implementation of STIGs, and method for identifying evidentiary requirements to assess if the offeror has a clear understanding of requirements and how well the approach is likely to deliver a device with an approved cyber security posture.
- 1.1.4 The government will evaluate the offeror’s test discrepancy tool based on level of detail the tool provides, ease of use, and ease of access to the government.

1.2 Visual System:

- 1.2.1 The government will evaluate the visual system block diagram to assess the likelihood that the offeror’s proposed components will properly interface with other system components. The government will evaluate the visual system description, block diagram, and specification sheets to determine if the offeror’s solution demonstrates a clear understanding of requirements.

- 1.2.2 The government will evaluate the offeror's narrative and supporting conclusions to verify the approach is logical and realistic, demonstrates the offeror has a clear understanding of program requirements, and the extent to which the proposal meets or exceeds the requirements for overall design geometric accuracy, field of view (FOV), resolution, contrast, luminance, and luminance uniformity for each of the required eyepoints. The government will evaluate the offeror's proposed contrast, averageluminance, and averageresolution performance values for the extent to which the proposed approach is logical and realistic, demonstrates the offeror has a clear understanding of program requirements, and the extent to which the proposal meets or exceeds the requirements.
 - 1.2.3 The government will evaluate the offeror's proposed approach for initial and periodic alignment between multiple projectors and tuning system capabilities for the generation of a seamless display. In addition, the government will evaluate the maturity of the offeror's proposed auto-alignment technology, and the extent that expert assistance is likely necessary to perform alignments. Less expert assistance necessary to perform alignments is desirable.
 - 1.2.4 The government will evaluate the offeror's approach and assumptions regarding blending geometry, luminance, and color across boundaries for the extent to which the proposed approach is logical and realistic and demonstrates the offeror has a clear understanding of program requirements.
 - 1.2.5 The government will evaluate the offeror's visual database development approach to the extent to which the proposed approach is logical and realistic, leverages existing NPSI data, and demonstrates the offeror has a clear understanding of program requirements
- 1.3 Computational System:
- 1.3.1 The government will evaluate the offeror's computer system architecture block diagram of the proposed components and interfaces to assess the likelihood that the offeror's proposed components will properly interface with other system components. The government will evaluate the offeror's description and block diagram with regards to an open and modular design that incorporates appropriate considerations for technology insertion/upgradeability, and vendor independence.
 - 1.3.2 The government will evaluate the offeror's approach to implement a software baseline with an architecture that employs an open design with standards-based interfaces. The government will evaluate the extent to which the offeror's software architecture approach incorporates hardware and software open architecture design requirements. The government will evaluate the extent to which the offeror's software architecture approach clearly defines and describes top-level software system interfaces.
 - 1.3.3 The government will evaluate offeror's ability to overcome the technical challenges to update trainer Operating Systems, COTS software, noncommercial computer software, and Integrated Development Environment (IDE) to include, but not limited to, the migration of 32 bits commercial and noncommercial computer software, IDE, and Operating Systems to 64 bits architectures, and the implementation of secure code analysis tools that support the DISA Application Security and Development STIG.
 - 1.3.4 The government will evaluate the offeror's software reuse analysis process and plan to determine if the offeror demonstrates a clear understanding of requirements, presents a realistic approach, and mitigates risk.
 - 1.3.5 The government will evaluate the offeror's description of the SSS and the tools to assess how relatively easy it will be for the government to use the SSS to perform updates to the device and how robust the development capability of the SSS is.
- 1.4 Control loading and Flight Dynamics:

- 1.4.1 The government will evaluate the offeror's description, block diagram, and rationale behind component selections to assess the likelihood that the offeror's proposed components will properly interface with other system components and demonstrates the offeror has a clear understanding of requirements.
 - 1.4.2 The government will evaluate the offeror's proposed design and technical challenges to assess the likelihood that the design will be representative of the C-2A aircraft characteristics.
 - 1.4.3 The government will evaluate the offeror's approach to replace the flight dynamics model and tune the E-2C model to match C-2A criteria data, NATOPS, UAFT, and specification requirements as well as the incorporation of the Fail to Feather scenarios for the extent to which it demonstrates the offeror has a clear understanding of program requirements, identifies technical challenges, and mitigates risk.
- 1.5 Intellectual Property Rights:
- 1.5.1 The Government will assess the extent to which the rights in deliverable technical data, computer software, and computer software documentation offered to the Government will allow open and competitive procurement of the C-2A 2F168 Devices' enhancements and permit the transfer of the C-2A 2F168 Devices' technical data, computer software, and computer software documentation, as those terms are defined at DFARS clause 252.227-7013 and DFARS clause 252.227-7014..
- 1.6 Integrated Logistics Support Program:
- 1.6.1 The government will evaluate the offeror's proposal to determine how well their proposed obsolescence management approach proactively eliminates obsolete HW/SW and near-tem obsolescence in their design and their design's mitigation of future obsolescence impacts to ancillary systems.
 - 1.6.2 The government will evaluate the offeror's proposal to determine how well their solution maximizes trainer maintainability with regard to tools, trouble shooting, ease of access, component 'remove and replace', and return to operational status. The government will evaluate how the offeror's design simplifies operation and maintenance of the device by instructors, operators, and maintainers.
- 1.7 IMS:
- 1.7.1 The government will evaluate the offeror's proposed Integrated Master Schedule based upon its identification of critical paths, critical path risks and their mitigations, realism, completeness, and visibility into the management and execution of delivering the C-2A OFT SLEP program for the base contract and additional options per requirements. The government will evaluate the offeror's proposed CWBS based upon realism, completeness, and visibility into the management and execution of delivering the C-2A OFT SLEP program for the base contract and additional options per requirements.
 - 1.7.2 The government will evaluate the offeror's proposed narrative based upon its identification and description of technical tasks and activities, subcontractors, manufacturing capacity requirements, resourcing requirements, ground rules and assumptions, critical path, risks and other critical considerations for realism, completeness, and visibility into the management and execution of the contract.
 - 1.7.3 The government will evaluate the offeror's narrative to describe the current and/or proposed schedule management system, rationale for tasks with durations exceeding 125 days, use of constraints other than ASAP or ALAP, use of lead/lags greater than 5 working days, and other pertinent information for clarity, and reasonableness.

2.0 PRICE

- 2.1 The government will evaluate the offeror's proposed total price for price reasonableness; whether the total and CLIN prices are within the anticipated budget; and whether the offeror's proposed CLIN prices are balanced. In addition, the government will assess whether the offeror completed the information requested in Section L.
- 2.2 Total Price: The total evaluated price will be the sum of all of the following CLINs contained in Section B: 1000, 1001, 1010, 1011, 1020, 1021, 1030, 1031, 1040, 1041, 1050, 1051, 1060, 1062, 1064, 1066, 1090, 2000, 2001, 2010, 2011, 2020, 2021, 2030, 2031, 2040, 2041, 2050, 2070, 2072, 2080, and 2100. The evaluation will not bind the government to purchase any of the options.
- 2.3 Price Reasonableness: Normally, competition establishes price reasonableness. It is expected that a delivery order award decision will include a determination that there is adequate price competition and that the proposed prices are reasonable. In limited situations, additional analysis may be required by the government to determine reasonableness. If, after receipt of a proposal, the Procuring Contracting Officer (PCO) determines that adequate price competition does not exist and a determination is made that none of the exceptions in FAR § 15.403-1(b) apply, the offeror may be requested to provide certified cost and pricing data in accordance with FAR § 15.403-4.2.3.
- 2.4 Unbalanced Pricing: The government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the government.
- 2.4 The anticipated budget for the requirements of this solicitation is detailed below. Notwithstanding the order of importance of the evaluation Factors as stated above, Offerors are advised that should an Offeror submit a proposed price which exceeds the budget the offeror's proposal shall be unacceptable and will be not be eligible for award of a Delivery Order. Funding between Fiscal Years (FY) and each option CLIN with associated Technical Data and Information DLINS (e.g. 1000 and 1001) cannot be funded over two or more years.

Device	Associated CLINs	Budget
2F168 S/N 2 Basic Award	1000, 1001	\$5.9M FY 014 Funds
2F168 S/N 2 Options	1010, 1011, 1020, 1021, 1030, 1031, 1040, 1041, 1050, 1051, 1060, 1062, 1064, 1066, 1090	\$3.4M FY 016 Funds

- 2.5 Completeness: Each offeror's proposal will be evaluated to determine whether it completed the following information requested in Section L:
 - 2.5.1 Signed Standard Form 33 for basic solicitation and each amendment.
 - 2.5.2. A statement certifying that the offeror has complied with the terms of the provision established under clause H.16 of the Basic Training Systems Contract (TSC) III. Under this provision, the maximum profit rate for this order is 13% for the prime, and 5% for pass through on subcontracts.
 - 2.5.3. Statement Regarding Assumptions, Conditions, Exceptions, Deviations or Waivers.
 - 2.5.4. Information to populate Section G clause 5252.201-9502.
 - 2.5.5. Completed Section K.

2.5.6. A statement identifying the proposal expiration period. The proposal expiration period should be no less than 180 days after proposal submission.

- 2.6. No Price Realism Analysis Required: The government has not requested price support information to conduct a price realism analysis, and the government is not required to conduct a price realism analysis as part of its evaluation. If, however, the apparent successful offeror's proposed price is very low when compared to government estimates and/or other offerors' prices, the government may decide, **but is not required to decide**, to obtain price support information from that offeror. The apparent successful offeror will not be permitted to submit a revised proposal or to increase its proposed price as part of its price support information. Even if the government needs the price support information to determine whether the apparent successful offeror's proposal is acceptable for award, the exchange of information is not "discussions" as that term is used at FAR Subpart 15.3.

If the government rejects the apparent successful offeror's proposal after receipt of the price support information, the government's determination to reject the proposal is not a responsibility determination that the offeror cannot perform the effort at that price. It is an evaluated assessment of the offeror's understanding of the solicitation's technical requirements, such that the proposal is deemed to potentially reflect an inherent lack of competence or a potential failure to comprehend the complexity and risks of the program. Thus, if the apparent successful offeror is a small business, the government will not seek a certificate of competency from the Small Business Administration if the government rejects that apparent successful offeror for award after receipt of the price support information.