

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   89
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 07/16/2014	4. REQUISITION/PURCHASE REQ. NO. 14-0005-14	5. PROJECT NO. (If applicable)	
6. ISSUED BY Naval Research Laboratory 4555 Overlook Avenue, SW Washington, DC 20375 ATTN: Code 3220.RV	CODE N00173	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. N00173-14-R-RV04	
		(X)	9B. DATED (SEE ITEM 11) 06/24/2014	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to revise Sections C, F, G, H, J, L, and M.

The closing date has been extended until 11:30am EST on 30 July, 2014.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
<hr/> (Signature of person authorized to sign)		<hr/> (Signature of Contracting Officer)	

**PART I – THE SCHEDULE**  
**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

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**B–1** The Contractor shall provide engineering and technical services in accordance with Section C – Statement of Work. to the Naval Research Laboratory’s (NRL) Scientific Development Squadron ONE (NRL/VXS-1) program. The maximum dollar amount the Government may order under this contract is \$30,000,000.00; the minimum amount is \$2,500.00.

**B–2 PART I – SUPPLIES/SERVICES AND COSTS**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
<b>0001</b>		1	LOT	\$2,500.00
	<b>Noun:</b>	Data and Reports		
	<b>PSC:</b>	AC66		
	<b>DD1423 is Exhibit</b>	Destination		
	<b>FOB:</b>	Destination		
	<b>Descriptive Data:</b>	The Contractor shall furnish all data as required by the Contract Data Requirements List (CDRL), DD Form 1423, which is hereby incorporated as Exhibit A. Applicable data will be indicated on each task order issued hereunder.		
			<b>AMOUNT</b>	\$2,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
<b>1000 – 1999</b>			JOB	\$
	<b>Noun:</b>	Engineering and Technical Services for the NRL/VXS-1 program		
	<b>PSC:</b>	ACXX		
	<b>Contract Type:</b>	Firm-Fixed-Price (FFP)		
	<b>Ordering Period</b>	Date of Award through 5 Years		
	<b>FOB:</b>	Destination		
	<b>Limitations of Liability</b>	[To Be Defined In Each Order]		
	<b>Descriptive Data:</b>	The Contractor shall furnish all labor, material, travel, and items reasonably required to accomplish task orders issued pursuant to the requirements contained in the Performance Work Statement (PWS) entitled “Engineering and Technical Services for the NRL/VXS-1 Program”, and IAW Section G clause “G-8, Ordering Procedures.”		
			<b>AMOUNT</b>	\$

PART I – THE SCHEDULE  
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM NO 2000 – 2999	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE
		\$ _____	\$ _____
	<p><b>Noun:</b> Engineering and Technical Services for the NRL/VXS-1 program</p> <p><b>PSC:</b> ACXX</p> <p><b>Contract Type:</b> Cost Plus Fixed Fee (Term Type)</p> <p><b>Ordering Period</b> Date of Award through 5 Years</p> <p><b>FOB:</b> Destination</p> <p><b>Limitations of Liability</b> [To Be Defined In Each Order]</p> <p><b>Descriptive Data:</b>  The Contractor shall furnish all labor, material, travel, and items reasonably required to accomplish task orders issued pursuant to the requirements contained in the Performance Work Statement (PWS) entitled “Engineering and Technical Services for the NRL/VXS-1 Program”, and IAW Section G clause “G-8, Ordering Procedures.”</p>		
		<b>ESTIMATED COST PLUS FIXED FEE</b> \$ _____	

ITEM NO 3000 – 3999	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE
		\$ _____	\$ _____
	<p><b>Noun:</b> Engineering and Technical Services for the NRL/VXS-1 program</p> <p><b>PSC:</b> ACXX</p> <p><b>Contract Type:</b> Cost Plus Fixed Fee (Completion Type)</p> <p><b>Ordering Period</b> Date of Award through 5 Years</p> <p><b>FOB:</b> Destination</p> <p><b>Limitations of Liability</b> [To Be Defined In Each Order]</p> <p><b>Descriptive Data:</b>  The Contractor shall furnish all labor, material, travel, and items reasonably required to accomplish task orders issued pursuant to the requirements contained in the Performance Work Statement (PWS) entitled “Engineering and Technical Services for the NRL/VXS-1 Program”, and IAW Section G clause “G-8, Ordering Procedures.”</p>		
		<b>ESTIMATED COST PLUS FIXED FEE</b> \$ _____	

**B-3 DESCRIPTION OF FUNTIONAL AREAS**

(a) The following list identifies the respective Functional Areas for which the Contractor is qualified to compete at the DO/TO level as requirements materialize:

<b>NRL/VXS-1 Functional Areas</b>			
<b>Functional Area 1:</b> <i>Analyze/Design Airborne S&amp;T Platforms/Modifications</i>	<b>Functional Area 2:</b> <i>Fabricate Airborne S&amp;T Project/Platform Modifications</i>	<b>Functional Area 3:</b> <i>Test/Install/ Modify/Integrate/Remove Project/Mission Systems</i>	<b>Functional Area 4:</b> <i>Aircraft/Project Mission Systems Configuration Control</i>

(b) Note: The Contractor shall indicate in the table above the Functional Area(s) in which they wish to be considered for award as the DO/TO requirements materialize. This table will be replaced with the successful Offerors’ information at award of the basic IDIQs.

**B-4 TRAVEL COSTS**

(a) Except as otherwise provided herein, the contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46 and the Joint Travel Regulations (JTR). The costs to be reimbursed shall be those costs accepted by the cognizant DCAA office.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided for in FAR 31.204-35; however, contracting officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) Travel at U.S. military installations where Government transportation is available;

(ii) Travel performed for personal convenience/errands, including commuting to and from work; and

(iii) Travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

**B-5 MATERIALS PURCHASES**

(a) Material purchases for must be itemized and reported monthly. Any purchase order greater than \$3,000.00 requires advanced approval by the task order Contracting Officer’s Representative (COR).

**B-6 EXPEDITING CONTRACT CLOSEOUT**

(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 \$500 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.

## C–1 PERFORMANCE WORK STATEMENT

### (a) INTRODUCTION

(1) This contract is intended to provide technical and support services for airborne science and technology (S&T) platform (manned and unmanned) modifications and airborne-related S&T mission systems requirements to the Naval Research Laboratory’s (NRL) Scientific Development Squadron One (NRL/VXS-1), which is located in Naval Air Station (NAS) Patuxent River, Maryland.

(2) This Performance Work Statement (PWS) describes the technical and support services for airborne (S&T) platform modifications and airborne-related S&T mission systems requirements to NRL/VXS-1.

### (b) PWS APPROACH

(1) Under the PWS approach, the Request for Proposal (RFP) will include a Government-prepared PWS; instead of a SOW. This PWS will describe the outcomes and performance standards of the NRL/VXS-1 program. The PWS approach provides the Contractor with flexibility to propose innovative approaches to satisfy the Government’s requirements. The Contractor’s response to the PWS also demonstrates the Contractor’s understanding of the effort to be performed. When the DO/TO is issued, the Government will issue a PWS/Statement of Work describing the requirements for the specific task order.

### (c) SCOPE

(1) The scope of this contract covers a broad range of services and solutions needed to support NRL’s VXS-1 Squadron. In addition to acquiring manpower to complete a variety of non-inherently Governmental tasks, a goal of this contract is to acquire the services of personnel with unique skills, knowledge, and experience that can complement that of the NRL staff.

(2) The Contractor shall, in response to task orders issued under this contract by the Naval Research Laboratory, provide services that potentially span the entire spectrum of technical and support services to the NRL/VXS-1. Services to be provided under this contract are categorized into 4 functional areas as follows, and are further defined in Paragraph C-2 below:

- Functional Area 1 **Analyze/Design Airborne S&T Platforms/Modifications**
- Functional Area 2 **Fabricate Airborne S&T Project/Platform Modifications**
- Functional Area 3 **Test/Install/Modify/Integrate/Remove Project/Mission Systems**
- Functional Area 4 **Aircraft/Project Mission Systems Configuration Control**

## C–2 PERFORMANCE REQUIREMENTS

(a) The Contractor shall provide support for engineering, administrative and technical activities in the areas of design, development, fabrication, pre-installation testing, installation/de-installation and in-platform testing, modification/upgrading, maintenance (scheduled/un-scheduled), repair and supply support, administration functions, project review/meeting activities, and documentation for all the project related equipment/systems/gear.

(b) The Government will specify project/mission systems and aircraft/aerial-system specifications at the Task Order (TO) level. Project mission systems may include weapon systems, communications systems, information, Surveillance and Reconnaissance (ISR) systems, and antenna systems. Additionally, the Government intends to issue TOs as required for interior and exterior aircraft/aerial-platform modifications.

(c) The following section specifies the Performance Objectives and Performance Elements for the contract.

**(d) FUNCTIONAL AREAS:**

**(1) Functional Area 1: Analyze/Design of Airborne S&T Platforms/Modifications**

(i) In this functional area, the Contractor shall perform analysis and design for identifying locations for non-standard aircraft project installations. Taskings in this functional area involves working in conjunction with the Configurations Coordinator, senior engineering representative and project engineers. The Contractor shall develop and submit proposals for modifications/locations for non-standard aircraft project installations. The Contractor shall analyze and/or design project/mission systems gear in support of the S&T system experiments for airborne S&T platform modifications. The Contractor shall provide support for Class I Engineering Change Proposals (ECPs), Installation Data Packages (IDPs), and all supporting logistics documentation, which includes Maintenance Plans (MP), Technical Manual Source Data (TMSD), and Design Change Notices.

**(2) Functional Area 2: Fabrication of Airborne S&T Project/Platform Modifications**

(i) In this functional area, the Contractor shall design/fabricate project/mission system gear for airborne S&T platform modifications. Taskings in this functional area includes the design and fabrication of airborne S&T gear such as racks, shelves, mounting structures, instrument panels, and project/mission system equipment housing.

**(3) Functional Area 3: Testing / Installation / Modification / Integration / Removal of Project/Mission Systems**

(i) In this functional area, the Contractor shall conduct testing, installation, modification, integration, and removal of project/mission systems from airborne S&T platforms. Taskings in this functional area includes the development of integrated master plan/schedules (IMP/IMS), systems engineering management plan (SEMP) and associated technical documentation; pre-installation testing for project/mission systems installations, installation of project/mission systems and involved gear into airborne S&T platforms; and the modification, upgrading, repair, and removal of project/mission systems and involved gear from airborne S&T platforms.

**(4) Functional Area 4: Aircraft/Project Mission Systems Configuration Control**

(i) In this functional area, the Contractor shall provide mission systems configuration documents for project installation/de-installation from airborne S&T platforms. Tasking in this functional area includes testing/verifying project installations for electrical and mechanical compatibility with existing aircraft systems and safe flight operations; providing recommendations/remedies to the Project Liaison Officer (PLO) for project installations that are determined to be deficient; performing repair and supply support for project-unique systems, equipment and components, and those not supported by organic Navy maintenance organizations.

**C-3 GENERAL REQUIREMENTS**

(a) Unless otherwise stated in the task order, The Contractor shall have its support team in place and fully functioning within 10 days of task order award.

(b) This is a performance-based acquisition and is structured around the results to be achieved as opposed to the manner by which the work is to be performed.

**(c) NON-PERSONAL SERVICES**

(1) The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. The Government will not assign tasks to, or prepare work schedules for, individual Contractor employees.

(2) The Contractor shall be responsible for managing its employees and guarding against any actions that are of the nature of personal services, or give the perception of personal services as defined in FAR-Part 37, Service Contracting.

(3) The Contractor shall notify the Contracting Officer (KO) if any Government requested actions constitute, or are perceived to constitute personal services.

**(d) BUSINESS RELATIONS**

(1) The Contractor shall integrate and coordinate all activity needed to execute this contract.

**(e) CONTRACT MANAGEMENT AND ADMINISTRATION**

(1) The following subsections specify requirements for contract management and Contractor personnel administration.

**(i) CONTRACT MANAGEMENT**

(A) The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to this contract.

**(ii) PERSONNEL ADMINISTRATION**

(A) The Contractor shall assign a single point of contact, also known as the Program Manager (PM), who must work closely with the Contracting Officer and Contracting Officer's Representative (COR), as applicable. The Contractor PM must ultimately be responsible for ensuring that the Contractor's performance meets all Government contracting requirements within cost and schedule. PM must have the requisite authority for full control over all company resources necessary for contract performance. As appropriate, the role of PM may be a full time management position, or a collateral duty assigned to a technical team member.

(B) The Contractor shall maintain the adequacy of their employees by providing initial and refresher training to meet all personal qualification requirements.

(C) The Contractor shall make all necessary travel arrangements for employees.

**(iii) CONTRACT ADMINISTRATION**

(A) The Contractor shall respond to Government requests for contractual actions within five (5) work days.

(B) The Contractor shall respond to Government requests for PM conference requests within two (2) working days.

**(iv) CONTRACTOR IDENTIFICATION**

(A) Pursuant to DFARS 211.106 Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

**C-4 SPECIAL REQUIREMENTS**

(a) This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

**(1) CLEARANCE REQUIREMENTS**

(i) All Contractor personnel shall possess a favorably completed DoD investigation and a final DoD granted Secret security clearance at time of proposal submission. Detailed security requirements are delineated in the issued DD 254s relevant to this contract. The Contractor shall ensure that all classified material is handled in accordance with the issued DD 254, the National Industrial Security Program Operating Manual (NISPOM) (DoD 5220.22M and all NRL and applicable Security Program Guides/Directives.

## **(2) APPLICABLE DOCUMENTS**

(i) The Contractor shall comply with all documents listed below as mandatory and referenced under Section F3, Performance Requirements. Compliance with documents listed as non-mandatory is the Contractors' option.

(A) Mandatory compliance at Navy Facilities

(B) NAVAIRINST 13650.1D NAVAIRSYSCOM Aircraft Maintenance Material Readiness List Program

(C) NAVAIRINST 13034.1D Flight Clearance Policies

(D) COMNAVAIRFORINST 4790.2B

(E) OPNAVINST3710.7U

(F) DOD (D) 5000.1 Defense Acquisition

(G) DOD (I) 5000.0 Defense Acquisition Management Policies and Procedures

(H) MIL-HDBK-59B DOD CALS Program Implementation Guide, 10 June 1994

(I) NAVAIRINST 4130.1D NAVAIRSYSCOM Configuration Management Process

(J) NAVAIR 00-25-300 NAVAIRSYSCOM Technical Directives System; Management and Procedures Manual

(ii) The Contractor shall abide by all applicable regulations, publications, manuals, and local policies and procedures listed below

(A) NAVAIR Instructions and Directives (<https://mynavair.navair.navy.mil/portal/server.pt/community/directives/1595>)

(B) Naval Aviation Maintenance Program Instruction (<http://www.navair.navy.mil/logistics/4790/index.html>)

(C) NRL Directives (<https://directives.nrl.navy.mil/#/home>)

## **C-5 DATA DELIVERABLES**

(a) Specific technical data will be included in individual Task Orders issued under the contract, either as CDRL's or specified in the Performance Work Statement. It is anticipated that all deliverables prepared under this contract may be required to be delivered either as hardcopy or on electronic media or both as specified in the individual task orders.

## **C-6 DELIVERY/TASK ORDERS**

(a) The specific work to be carried out shall be further described in orders issued under this contract.

## **CLAUSES INCORPORATED BY FULL TEXT**

### **C-7 CONTRACTOR FILEROOM SUPPORT**

(a) NRL may use a file room management support Contractor, hereinafter referred to as "the support Contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NRL contract under which these file room management services are acquired will contain a requirement that:

(1) The support Contractor not disclose any information;

(2) Individual employees are to be instructed by the support Contractor regarding the sensitivity of the official contract files;

(3) The support Contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NRL for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the Contractor may have, it is a third party beneficiary who has the right of direct action against the support Contractor, or any person to whom the support Contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the Contractor is considered consent to NRL's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support Contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NRL may, without further notice, enter into contracts with other Contractors for these services.

#### **C-8 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

(a) The Contractor shall report Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Research Laboratory via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) S, Utilities ONLY;

(5) V, Freight and Shipping ONLY.

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

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

#### **C-9 REQUIREMENTS FOR ON-SITE CONTRACTORS**

(a) See Section J, Attachment 1, Requirements for On-Site Contractor Personnel.

**D–1 UNCLASSIFIED PACKAGING AND MARKING**

(a) All unclassified data shall be preserved, packaged, packed and marked and must conform to normal commercial packing standards to assure safe delivery at destination.

**D–2 CLASSIFIED PACKAGING AND MARKING**

(a) Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated February 28, 2006 and the DD 254 - Contract Security Classification Specification.

**E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE**

<u>FAR CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>
52.246-4	Inspection of Services – Fixed Price	AUG 1996
52.246-5	Inspection of Services – Cost Reimbursement	APR 1984
52.246-7	Inspection of Research and Development Fixed Price	AUG 1996
52.246-8	Inspection of Research and Development Cost Reimbursement	MAY 2001

<u>DFARS CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>
252.246-7000	Material Inspection and Receiving Report	MAR 2008

**E-2 INSPECTION AND ACCEPTANCE**

(a) Supplies/services will be inspected/accepted at:

<u>CLIN</u>	<u>INSPECT AT</u>	<u>INSPECT BY</u>	<u>ACCEPT AT</u>	<u>ACCEPT BY</u>
<b>0001</b>	Destination	Government	Destination	Government
<b>1000 – 1999</b>	Destination	Government	Destination	Government
<b>2000 – 2999</b>	Destination	Government	Destination	Government
<b>3000 – 3999</b>	Destination	Government	Destination	Government

(b) Items 0001: Inspection and acceptance of all data shall be specified in the attached Contract Data Requirements List(s), DD Form 1423.

(c) Items 1000 – 3999: Acceptance shall be made by the task order Contracting Officer Representative (COR) or an authorized representative of the Government upon receipt of a copy of the authorization for services and the original certification of performance.

**F–1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE**

<u>FAR CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order (AUG 1989) - Alternate I	APR 1984
52.242-17	Government Delay of work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

**F–2 DELIVERIES OR PERFORMANCE**

(a) The effective period of this contract during which delivery orders/task orders may be issued is as follows:

<u>CLIN</u>	<u>Ordering Period</u>
<b>0001</b>	Date of award through 5 years
<b>1000 – 1999</b>	Date of award through 5 years
<b>2000 – 2999</b>	Date of award through 5 years
<b>3000 – 3999</b>	Date of award through 5 years

(b) Each delivery/task order shall specify its period of performance.

(c) All deliverables under each order shall be shipped FOB Destination.

(d) The place of delivery will be defined in each task order:

Receiving Officer  
Naval Research Laboratory  
Contract Number:  
ATTN:  
CODE:  
LOCATION:

(e) Each task order shall specify its place of performance.

**F–3 DELIVERABLES**

(a) Each task order shall establish any additional required deliverables and a schedule for submission. Deliverables shall be provided to the Contracting Officer's Representative (COR) appointed under separate letter upon award, or as specified in the individual task order(s).

**F-4 PERFORMANCE REQUIREMENTS SUMMARY**

Statements	Standards/AQLs
Functional Area 1	<p>a) STD: Timely</p> <p>AQL: Completes tasks within the specified deadlines 95% of the time. (Deadline extension may be negotiated in advance at discretion of Government.)</p> <p>b) STD: Compliant</p> <p>AQL: Provides platform modifications 100% compliant with</p> <ol style="list-style-type: none"> <li>1. COMNAVAIRFORINST 4790.2B and VXS-1 maintenance Control.</li> <li>2. NRL and NAVAIR directives</li> <li>3. All other applicable documents listed in C-4(a)(2)</li> </ol> <p>c) STD: Complete</p> <p>AQL: Describes the supporting analysis and design</p>
Functional Area 2	<p>a) STD: Timely</p> <p>AQL: Completes tasks within the specified deadlines 95% of the time. (Deadline extension may be negotiated in advance at discretion of Government.)</p> <p>b) STD: Compliant</p> <p>AQL: Provides project/mission system gear</p> <ol style="list-style-type: none"> <li>1. In accordance with NAVAIRISNT 134034.1 Flight Clearance Policies</li> <li>2. Conformed with design specifications (verified/validated)</li> </ol>
Functional Area 3	<p>a) STD: Timely</p> <p>AQL: Completes tasks within the specified deadlines 95% of the time. (Deadline extension may be negotiated in advance at discretion of Government.)</p> <p>b) STD: Compliant</p> <p>AQL: Provides modifications/repairs 100% compliant with COMNAVAIRFORINST 4790.2B and VXS-1 Maintenance Control.</p> <p>c) STD: Compliant</p> <p>AQL: Provides SEMP 100% compliant with ISO/IEC 15288 and ISO/IEC 2670</p> <p>d) STD: Complete</p> <p>AQL: 1. Provides fully end-to-end completion plan/schedule</p> <p>e) STD: Certified</p> <p>AQL: Provides certified equipment/aircraft in accordance with COMNAVAIRFORINST 4790.2B and VXS-1 Maintenance Control.</p>

**PART I – THE SCHEDULE**  
**SECTION F**  
**DELIVERIES OR PERFORMANCE**

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Functional Area 4	<p>a) STD: Timely</p> <p>AQL: Completes tasks within the specified deadlines 95% of the time. (Deadline extension may be negotiated in advance at discretion of Government.)</p> <p>b) STD: Compliant</p> <p>AQL: Configuration Control complies 100% with NAVAIRINST 13034.1D</p> <p>c) STD: Compliant</p> <p>AQL: Provides configuration documents in accordance with NRL and NAVAIR directives.</p> <p>d) STD: Compliant</p> <p>AQL: Provides project installations 100% Compliant with COMNAVAIRFORINST 4790.2B</p> <p>e) STD: Complete</p> <p>AQL: Provides 100% Repairs</p>
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## G–1 CONTRACT ADMINISTRATION

(a) In order to expedite administration of this contract, the following delineation of duties is provided including the names and contact information for each individual or office specified. Contact the individual/position designated as having responsibility for any questions, clarifications or information regarding the functions assigned herein.

(b) The Contract Administration Office (CAO) designated in Block 20A on the Standard Form 26 is responsible for all matters specified in FAR 42.302(a) and DFARS 242.302(a), except in those areas otherwise designated herein.

(c) The ACO shall direct procuring agency inquiries as follows:

(1) Contract Specialist – Reese Van Wyen, Code 3220, (202) 404-2398, [reese.vanwyen@nrl.navy.mil](mailto:reese.vanwyen@nrl.navy.mil)

(2) Contracting Officer – [To Be Completed at Award]

(3) Security Matters – Contracting Officer for Security, Code 1226, (202) 767-2240, DSN 297-2240, [security-group@nrl.navy.mil](mailto:security-group@nrl.navy.mil).

(4) Safety Matters – Head Safety Branch, Code 3540, (202) 767-2232, [safety@nrl.navy.mil](mailto:safety@nrl.navy.mil).

(5) Patent Matters – Associate Counsel (Intellectual Property), Code 1008.2, (202) 404-1552, DSN 297-1552, [patents@nrl.navy.mil](mailto:patents@nrl.navy.mil).

(6) Release of Data – Public Affairs Officer, Code 1030, (202) 767-2541, DSN 297-2541, [publicaffairs@nrl.navy.mil](mailto:publicaffairs@nrl.navy.mil).

(7) Contract administration functions withheld, additional contract administration functions assigned, or special instructions are set forth below:

None

(d) Inquiries regarding payment should be referred to DFAS at <http://www.dod.mil/dfas/Contractorpay/myinvoice.html>

## G–2 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

(a) [To Be Completed at Award] is hereby designated as the Contracting Officer's Representative (COR). Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. COR authority may not be re-delegated. No change in COR assignment shall be made without written notice by the Contracting Officer, who will modify the contract to reflect the change of COR assignment. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor via contract modification.

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for:

(i) Submitting interim and final Contractor Performance Assessment Reports (CPARS) at [www.cpars.csd.disa.mil/cparsmain.htm](http://www.cpars.csd.disa.mil/cparsmain.htm).

(ii) Quality assurance of services performed or deliveries made

(iii) Inspection and acceptance of services or deliverables

(iv) Ensuring that Government Furnished Property, to include any Contractor use of on-site equipment and/or IT resources is adequately monitored and accounted for.

**PART I – THE SCHEDULE**  
**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

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(v) Security requirements on Government installation, such as the request and retrieval of personnel security badges and vehicle passes.

(vi) Monitoring Contractor's performance and promptly report problems and recommendations for corrective action to the PCO

(vii) Annually, furnish a written report on performance of the Contractor to the PCO. And, if deemed necessary, attending a follow-up meeting to discuss.

(viii) Attend post award conference, if conducted.

(ix) Ensuring a copy of all Government technical correspondence, to include Technical Direction Memorandums/Guidance, is forwarded to the PCO for placement in the contract file.

(x) Monitoring of funds expended

(xi) Ensuring that the Contractor does not exceed the defined statement of work set forth in the contract.

(c) Limitations: The COR is not authorized to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or the statement of work/specifications, a modification must be issued in writing and signed by the Contracting Officer in order to effect such changes. No such changes shall be made without the express written prior authorization/direction of the Contracting Officer.

### **G-3 GOVERNMENT FURNISHED PROPERTY**

(a) The Government will provide item(s) of Government property to the Contractor for use in the performance of this contract. The following Government property will be furnished to the Contractor on a rent-free basis for use in performing the contract:

(1) Facilities: The Government will provide on-site workspaces for the Contractor staff to provide the support outlined in the PWS to include desk space, telephones, computers, and other items necessary to maintain an office environment.

(2) Utilities: The Government will provide utilities for the on-site facility/facilities in which the Contractor is required to work. Utilities will be available for the Contractor's use in performance of tasks outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under the conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning equipment.

(b) All Government furnished property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract.

(c) Any/all Government property provided to the Contractor shall be for use in the performance of this contract only. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause. Upon completion of the contract, all property acquired/used/provided shall be returned to the Government. Any/all GFP provided to the Contractor shall be returned to the Government upon completion of the order or termination of the order/contract.

### **G-4 ONR 5252.242-9718 - TECHNICAL DIRECTION (FEB 02)**

(a) Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or his duly authorized representative. For the purposes of this clause, technical direction includes the following:

(1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines

of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:

(1) Assign additional work under the contract;

(2) Direct a change as defined in the contract clause entitled "Changes";

(3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or

(4) Change any of the terms, conditions or specifications of the contract.

(c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special clause, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

(d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of work statement, which is not affected by the disputed technical direction.

#### **G-5 SUBCONTRACTORS/CONSULTANTS**

(a) Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).

(b) (Paragraph (j) of FAR 52.244-2 is filled in as follows. The following Subcontractor/Consultants have been identified in the Contractor's proposal as necessary for performance of this contract and were evaluated during negotiations:

**Subcontractor/Consultant Name**

**Estimated Total Cost**

**[To Be Completed By Offeror]**

#### **G-6 ACCOUNTING AND APPROPRIATION DATA**

(a) Each task order will contain the accounting and appropriation data for payment under this contract.

#### **G-7 TASK ORDER ISSUANCE PROCEDURES**

(a) If this contract contains multiple awardees, the issuance procedures stated herein are applicable:

##### **(1) General**

(i) When the Government requires work under the contract, the Government will initiate the Request for Proposal (RFP) process. The RFP will normally be transmitted electronically by e-mail, but may be placed via mail, telephone, or other electronic means. The task order RFP(s) will be transmitted to each Contractor with an award which covers all of the functional areas covered by the task(s) described in the RFP.

(ii) Task Orders (TOs) will be awarded on DD Form 1155 (Order for Supplies or Services). The TOs will normally be transmitted electronically by e-mail, but may be placed via mail, telephone, or other electronic means.

(iii) The Government will not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs, except as authorized by duly executed TOs.

(iv) Each TO shall include as a minimum:

- (A) Contract/ TO number;
- (B) Award date;
- (C) Award amount;
- (D) Contract item numbers and descriptions of the specified work required;
- (E) Delivery or performance schedule;
- (F) Place of performance;
- (G) Any packaging, packing, and shipping instructions;
- (H) Accounting and appropriation data
- (I) Method of payment and payment office
- (J) Any other pertinent information (such as applicable Service Contract Act wage determination)

(v) Modifications to TOs will be issued on Standard Form (SF) 30.

(vi) In accordance with FAR 16.505(a)(9)(i), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of any orders under a TO contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract, or a protest of an order valued in excess of \$10 million.

**(b) Time Frames for Ordering**

(1) Once the complete procurement package has been received by the PCO, the RFP will be issued to all Contractors with an award which covers all of the functional areas covered by the task(s) described in the RFP.

(2) Proposals shall be submitted within 10 to 30 days from issuance of the RFP, depending on the estimated dollar value of the requirements.

**(c) Multiple Award Ordering Process**

(1) All IDIQ holders included in all of the functional area(s) where work is required under the RFP will receive a Instructions to Offerors for a task to be performed within the functional area, which includes the Statement of Work (SOW), the period of performance and the proposal due date. Awardees shall prepare and submit an original technical and cost proposal to the Contracting Officer. The proposal will consist of the following:

- (i) Contractor's name;
- (ii) Contract number;
- (iii) Task(s) to be performed; (Technical Volume)
- (iv) Technical approach to completing the task order statement of work; (Technical Volume)
- (v) Transition plan (if required) (Technical Volume)
- (vi) Completed task order staffing plan (see Attachment 5); (Cost Volume)
- (vii) Completed task order cost/price spreadsheet (see Attachment 6); (Cost Volume)

(2) In accordance with FAR Subpart 16.505 (Ordering) and to provide awardees a fair opportunity to be considered for each order, the Contracting Officer will make a final decision based on:

- (i) Technical Approach: The Contractor's technical approach to the task order statement of work;

- (ii) Personnel: The experience and availability of Contractor personnel;
- (iii) Price: The total price proposed for the Order.

**(d) Ordering – Multiple Award Information**

(1) Except as provided below, for orders issued under this contract, each awardee shall be provided a fair opportunity to be considered for each order in excess of \$2,500.00.

(2) Awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 under multiple delivery order/task order contracts if the ordering officer determines that:

- (i) The agency needs for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;
- (ii) Only one such Contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- (iii) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;
- (iv) It is necessary to place an order to satisfy a minimum guarantee; or
- (v) The ordering officer determines in writing that it is in the best interest of the Government to do so.

**(e) Special Instructions for Cost-Plus-Fixed-Fee Delivery/Task Orders**

(1) For the applicable CPFF task order:

(i) The Contractor shall not exceed the indirect ceiling rates provided in Attachment 11, for the respective ordering period, to build its cost proposal. The indirect ceiling rates established in Attachment 11 will be the maximum allowable rates that can be proposed or billed under DO/TOs issued during the ordering period of any contract awarded as a result of this solicitation. These are not bid rates. Indirect rates proposed for individual DO/TOs may be less and should be in accordance with the Offeror's disclosed estimating system practices and, if applicable, forward pricing rate agreements. Additionally, should actual rates experienced during performance of the contract be lower than the ceiling rates shown, actual rates will be billed.

(ii) The fee will be negotiated for each task order consistent with statutory limitations. The Contracting Officer shall determine fair and reasonable pricing, analyze and negotiate fee for all cost-reimbursement task orders as required under FAR 15.4, Pricing, and FAR 16.3, Cost-Reimbursement Contracts.

**G-8 TASK ORDER MODIFICATION**

(a) The Contractor, in connection with any proposal made for a contract modification, shall furnish a cost breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall contain sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and indirect costs, as well as fee, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for Subcontractors shall be supported by a similar cost breakdown. In addition, if the proposal includes a time extension, a justification shall be furnished. The proposal, together with the price breakdown and the time extension justification, shall be furnished by the date specified by the Contracting Officer.

**G-9 PAYMENT OF FIXED FEE (COMPLETION FORM)**

(a) The fixed fee set forth in Section B of the CPFF Completion Type task order issued under this contract shall be

payable upon completion of the work and services required under each **Task Order issued under** this contract and their acceptance on behalf of the Government. However, the Contractor may bill on each voucher the amount of the fixed fee bearing the same percentage to the amount of cost billed as the total fixed fee bears to the total estimated cost set forth in Section B **of the CPFF Completion Type task order**, subject to the contract clause entitled "Fixed Fee" (FAR 52.216-8). If the fixed fee is reduced pursuant to any clause or requirement of this contract and the reduced fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the difference to the Government. The total fee paid the Contractor shall not exceed the fixed fee set forth in Section B.

(b) Paragraph (a) is only applicable to cost-plus-fixed-fee completion form task orders.

#### **G–10 INCREMENTAL FUNDING**

(a) Pursuant to the Limitation of Funds clause (FAR [52.232-22](#)), the total amount allotted to this contract is [**To Be Defined in Each Incrementally Funded Task Order**] and it is estimated that this amount is sufficient for contract performance through [**To Be Defined in Each Incrementally Funded Task Order**].

(b) Paragraph (a) is only applicable to incrementally funded task orders.

#### **G–11 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)**

(a) In accordance with PGI 204.7108 (d)(12), the following payment instructions are provided for a more accurate reflection of how funds will be expended in support of contract performance.

(b) Each task order may contain multi-funded CLINs. Payment needs to be made from the ACRN cited on the invoice due to the fact that one sponsor cannot pay for another sponsor's work.

#### **G–12 INFORMATIONAL SUBLINE ITEMS**

(a) It is anticipated that the research and development services performed under this contract will be paid for from multiple sources of funds. Informational subline items will be established as necessary to identify each accounting citation classification.

#### **G–13 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)**

(a) In accordance with PGI 204.7108 (d)(12), the following payment instructions are provided for a more accurate reflection of how funds will be expended in support of contract performance.

(b) Each task order may contain multi-funded CLINs. Payment needs to be made from the ACRN cited on the invoice due to the fact that one sponsor cannot pay for another sponsor's work.

#### **G–14 REPORTING REQUIREMENTS AT THE CONTRACT LEVEL**

(a) The Contractor shall submit required reports to the Contract Specialist listed in Section G-1(c)(1) and the Contracting Officer's Representative (COR) listed in Section G-2(a) electronically. Report formats, instructions and submittal dates can be found in Exhibit A, DD-1423, Contract Data Requirements List.

(b) From time to time, the Government may require brief, informal, special reports or information associated with the overall administration at the contract level. The NRL Procuring Contracting Officer shall notify the Contractor's representative of the specific reporting requirements and establish a mutually acceptable response time and format.

(c) The Contractor shall report actual subcontracting information on Standard Form 294s in accordance with the small business subcontracting plans.

### **G–15 TASK ORDER OMBUDSMAN**

(a) The Naval Research Laboratory shall designate the Task Order Ombudsman. During contract performance, the Contractor should contact the NRL-VXS-1 PCO to obtain contact information for the Ombudsman.

### **G–16 POST AWARD ORIENTATION CONFERENCE**

(a) Post-award orientation conferences may be scheduled immediately following contract level and task order awards. The purpose of these conferences will be to familiarize the Contractor with contract level and task order administrative procedures. Also, all technical information may be revisited.

### **G–17 ONR 5252.204-9722 ELECTRONIC DOCUMENT ACCESS (APR 2012)(Modified)**

(a) The Naval Research Laboratory (NRL) award and modification documents are now available via the Electronic Document Access System (EDA). EDA is a web-based system that provides secure online access, storage, and retrieval of awards and modifications to Department of Defense (DoD) employees and vendors. An NRL representative will enter the contract information for vendor notification of up to two vendor representatives into EDA for each contract. Once an executed NRL contract document is loaded into EDA, the designated vendor representative(s) will automatically receive an email notification that the document is available in EDA. The vendor is responsible for retrieving the document from EDA; NRL will no longer mail hard copies to vendors.

(b) Each vendor is responsible for providing NRL with their vendor representatives' contact information as well as any changes to their contact information for each NRL contract. Vendors shall submit EDA vendor representative contact information changes to the cognizant NRL Contract Specialist or Contracting Officer of each NRL contract. Each request to change EDA vendor representative contact information shall include the following information:

- (1) Contract number
- (2) E-mail address
- (3) First Name
- (4) Last Name
- (5) Organization

(c) Users must be aware that EDA inactivates user accounts for non-use after 90 days. Failure to use your account will result in inactivation. A password reset and EDA POC approval is required to reactivate account.

### **G–18 DFARS 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 Central Contractor Registration 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) For FFP Task Orders the Contractor shall submit the following

**Invoice and Receiving Report**

(2) For CPFF Task Orders the Contractor shall submit the following

**Cost Voucher**

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

**Destination**

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	*
Issue By DoDAAC	N00173
Admin DoDAAC	*
Inspect By DoDAAC	N00173
Ship To Code	N00173
Mark For Code	*
Service Approver (DoDAAC)	N00173
Service Acceptor (DoDAAC)	N00173
LPO DoDAAC	
DCAA Auditor DoDAAC	*

**[\*To Be Completed at Award]**

(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 e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

**[To Be Completed In Each Task Order]**

(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.

**Donna Washington:** [donna.washington@nrl.navy.mil](mailto:donna.washington@nrl.navy.mil) or 202-767-0547

**Jovanka Caton:** [jovanka.caton@nrl.navy.mil](mailto:jovanka.caton@nrl.navy.mil) or (202) 404-3557

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

(End of clause)

**H-1 TYPE OF CONTRACT**

(a) The Government contemplates award of multiple IDIQ contracts with FFP, CPFF term and CPFF completion type task orders.

**H-2 BID AND PROPOSAL COSTS**

(a) Bid and proposal costs are not allowable and will not be paid under this solicitation, contract, or any associated task orders.

**H-3 PROGRAM MANAGEMENT**

(a) The Government will not issue a separate task order for overall Program Management. Program Management should be captured and charged under individual task orders.

(b) The Contractor shall not assume that Program Management will be budgeted for each task order. The locations, quantities, and frequency of the work cannot be predetermined and may vary throughout the course of the contract.

**H-4 ONR 5252.237-9705 KEY PERSONNEL (DEC 88)**

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance (sixty (60) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel: \*

Labor Category	First/M/Last Name
Program Manager	[To Be Completed By Offeror]

**H-5 ONR 5252.216-9706 LEVEL OF EFFORT (DEC 88) (MODIFIED)**

(a) In the performance of each term form task order issued under this contract, the Contractor agrees to provide the level of effort specified in the task order and in accordance with this provision.

(b) It is understood and agreed that the rate of direct labor hours expended each month may fluctuate in pursuit of the

**PART I – THE SCHEDULE**  
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**SPECIAL CONTRACT REQUIREMENTS**

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technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the task order. The Contractor is required to notify the Contracting Officer when 85% of the total level of effort of the task order has been expended.

(c) If, during the term of the task order, the Contractor finds it necessary to accelerate the expenditure of direct labor under the task order to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed-fee for continuation of the work until expiration of the term of the task order. If the maximum amount specified in the contract is not adequate to accommodate the anticipated accelerated expenditure of direct labor, the Contractor shall also include in its offer a proposed increase of the maximum amount, cost breakdown, and proposed fixed-fee for the increase. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by modification of the order and, if necessary, the contract.

(d) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor under a task order such that the labor hours of effort specified therein would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within ten days of receipt.

(e) If the total level of effort specified in each task order is not provided by the Contractor during the term of the task order, the Contracting Officer shall either

(i) reduce the fixed fee of the task order as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$

or;

(ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in the task order shall have been expended, at no increase in the fixed fee of the task order.

(f) In the event the Government fails to fully fund the task order in a timely manner, the term of the task order may be extended accordingly with no change to cost or fee. If the Government fails to fully fund the task order, the fee will be adjusted in direct proportion to that effort which was performed.

(g) Notwithstanding any of the provisions of the above paragraphs, the Contractor may furnish labor hours up to five percent in excess of the total direct labor hours specified in the task order provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed-fee is required, and no adjustment in the fixed-fee shall be made provided that the Contractor has delivered at least 95% of the level of effort specified in the task order.

(h) It is understood that the mix of labor categories provided by the Contractor under the task order, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort, which was estimated by the Government or proposed by the Contractor.

(i) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which incorporated herein applies to each task

order under this contract

(j) The breakdown by labor category of the total level of effort is as follows:

<u>Labor Category</u>	<u>Hours</u>
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\*To be completed in each individual CPFF term type task order

#### **H-6 ONR 5252.235-9714 REPORT PREPARATION (JUL 2005)**

(a) Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design.

**NOTE:** All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 fax: 301-206-9789.

#### **H-7 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)**

(a) In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

#### **H-8 CLAUSE MODIFICATIONS**

(a) Due to potential unforeseen circumstances attributable to requirements solicited under this IDIQ contract, the Government reserves the right to add, delete or modify clauses on individual DO/TO to facilitate specific conditions applicable to the DO/TO. These changes will be applicable to only the individual DO/TO and will be identified within the solicitation issued for that individual DO/TO.

#### **H-9 MAXIMUM PROFIT / FEE RATE**

(a) The following table establishes the maximum profit / fee rate allowable for all individual DO/TO and DO/TO modifications issued under the NRL/VXS-1 program. The maximum profit / fee rate may only be waived by the Government under extraordinary circumstances.

(b) The maximum profit / fee rate will be fixed at the time of DO/TO award or modification and no retroactive adjustments to the profit / fee will be made based on actual costs incurred during performance of the DO/TO, except as otherwise provided for in the terms and conditions of this contract.

(c) For proposals submitted under DO/TO competitions, a proposed profit / fee rate that is higher than the maximum profit / fee rate shall render the Contractor's proposal ineligible for award.

(d) Contractors shall provide, with NRL/VXS-1 DO/TO proposals, a statement certifying that they have complied with the terms of this provision. In addition to any rights the Government may have arising under or relating to this contract, the Government reserves the right to unilaterally reduce the DO/TO or modification amount to reflect the maximum profit / fee rate specified below.

(e) For proposals for DO/TO awards or modifications, the Contractor, and any sub-tier Subcontractor, shall apply no

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more than the maximum pass-through profit / fee rate stated below to subcontracts at the next lower tier.

(f) The Contractor shall insert the terms of this clause in all NRL/VXS-1 DO/TO subcontracts not meeting the definition of commercial item as specified in FAR 2.101.

(g) The Government reserves the right to ensure Contractor compliance with this provision pursuant to FAR 52.215-2, AUDIT AND RECORDS – NEGOTIATION (OCT 2010), or any other terms and conditions of this contract.

CONTRACT TYPE	MAXIMUM PROFIT / FEE RATE
Firm-fixed-price (FFP)	13.0%
Firm-fixed-price, level-of-effort (FFPLOE)	13.0%
Cost-plus-fixed-fee (CPFF)	8.0%
Pass through on subcontracts	5.0%
Travel on a Cost Reimbursable Basis	0.0%
Materials on a Cost Reimbursable Basis	2.5%

**H-10 INCORPORATION OF SECTION K**

(a) Section K of the solicitation is hereby incorporated by reference.

**H-11 INSURANCE CLAUSE IMPLEMENTATION**

(a) The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by 52.228-7, Insurance – Liability to Third Persons.

**H-12 PROTECTION OF HUMAN SUBJECTS**

(a) Any collection or analysis of data from human subjects must not commence until the Contractor provides the following information per SECNAV 3900.39D 8.d. (1):

- (1) An appropriate DoD Navy Assurance or a Federal-wide Assurance (FWA) with a DoD Navy addendum to the FWA, or an application for a DoD Navy Assurance.
- (2) Documentation of the Institutional Review Board’s (IRBs) initial and continuing review and approval.
- (3) IRB-approved informed consent form, except when not required consistent with law and regulation.
- (4) IRB-approved research protocol.
- (5) Documentation that research ethics and human subject protections training has been completed by the Contractor’s principle investigators.

(b) The Contractor has responsibility for certain reporting requirements per SECNAV 3900.39D 8.d. (2).

**H-13 ORGANIZATIONAL CONFLICTS OF INTEREST**

(a) Definitions.

(1) The term “Contractor” includes the Contractor and its employees, affiliates, marketing Consultants (if any), Consultants, and Subcontractors at all tiers.

(2) “Organizational Conflict of Interest” (“OCI”) means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the

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person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. FAR 2.101. An OCI may result when (1) activities or relationships create an actual or potential conflict of interest related to the performance of the **Performance Work Statement (PWS)** of this Contract; or, (2) when the nature of the **PWS** on this Contract creates an actual or potential conflict of interest with respect to the Contractor in relation to a future acquisition.

**(3)** "Marketing Consultant," means any independent Contractor who furnishes advice, information, direction, or assistance to an Offeror or any other Contractor in support of the preparation or submission of an offer for a Government contract by that Offeror. An independent Contractor is not a marketing Consultant when rendering— (1) Services excluded in FAR Subpart 37.2; (2) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities); (3) Routine legal, actuarial, auditing, and accounting services; and (4) Training services.

**(b)** In accordance with the guidance in FAR Subpart 9.5, the Contracting Officer has determined that potentially significant organizational conflicts of interest (OCIs) could result if the Contractor is allowed to participate (at any level) in future Federal Government acquisitions that include requirements that may be established or affected by the performance of the Performance Work Statement (PWS) by the Contractor under this Contract.

**(c)** It is understood and agreed that the Contractor may be ineligible (unless expressly exempted as provided in FAR Part 9.5) to act as a prime Contractor, Subcontractor, or Consultant or Subcontractor to any prime Contractor or Subcontractor at any tier, for any future requirements (for services, systems, or components of systems) procured by any Federal Government activity where the Contractor, in performance of the **PWS** under this Contract, has provided or is providing support (as described in FAR 9.505-1 through 9.505-4) that establishes or affects future requirements or may affect the future competition.

**(d)** The contracting officer responsible for securing future requirements, in his/her sole discretion, may make a determination to exempt the Contractor from ineligibility as described in subparagraph (c) above provided the Contractor submits an acceptable mitigation plan.

**(1)** Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; a reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); data security measures; and, non-disclosure agreements.

**(2)** The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation is a unilateral decision made solely at the discretion of the Government and is not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

**(3)** Nothing contained herein shall preclude the contracting officer in future Federal Government acquisitions from making his/her own determination as to whether an OCI exists and whether any such OCI has been successfully mitigated.

**(e)** The Contractor shall apply this clause to any Subcontractors or Consultants who: have access to proprietary information received or generated in the performance of this Contract; and/or, who participate in the development of data, or participate in any other activity related to this Contract which is subject to the terms of this clause at the prime Contractor level.

**(f)** The Contractor agrees that it and its Subcontractors at all levels shall use reasonable diligence in protecting proprietary data/information that is received or generated in performance of this Contract in accordance with this clause and any other clause of this Contract pertaining to the nondisclosure of information. The Contractor further agrees that neither it nor its Subcontractors will willfully disclose proprietary data/information that is received or generated in the performance of this Contract without the prior permission of the Contracting Officer, and that proprietary information shall not be duplicated, used or disclosed, in whole or part, for any purpose other than to accomplish the work required by the Contract.

(g) The Contractor and its Subcontractors at all levels shall inform their employees that they are required to comply with the applicable requirements and restrictions contained in: restrictive markings applicable to data/information that they receive or generate in the performance of this Contract; FAR Subpart 9.5 pertaining to actual or potential OCIs; FAR 3.104 pertaining to requirements and restrictions under the Procurement Integrity Act; and, Defense FAR Supplement (DFARS) 252.204-7000 pertaining to “Disclosure of Information.”

(h) The Contractor agrees to enter into written agreements with all companies whose proprietary data it shall have access to and to protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the Contracting Officer copies of these written agreements. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this Contract with the same caution that a reasonably prudent Contractor would use to safeguard its own highly valuable property. The Contractor agrees to refrain from using proprietary information for any purpose other than that for which it was furnished.

(i) The Contractor shall not distribute reports, data or information of any nature received or arising from its performance under this Contract, except as provided by this Contract or as may be directed by the Contracting Officer.

(j) The Contractor agrees that if in the performance of this Contract it discovers a potential OCI, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the actions the Contractor has taken, or proposes to take, to avoid or mitigate such conflicts.

#### **H-14 SPECIAL CONTRACT REQUIREMENT REGARDING NON-DISCLOSURE OF INFORMATION**

(a) Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists, and includes data which is derived from, based on, incorporates, includes or refers to such data. In the course of performing this Contract, the Contractor may be or may have been given access to: Source Selection Information [as defined in Federal Acquisition Regulation (FAR) 3.104]; data that has been assigned (or data that is generated by the Contractor that should be assigned) a contractually required or other Government distribution control (such as a Distribution Statement prescribed in DoD Directive 5230.24); and/or data that has been given a restrictive legend by the source of the data such as “business sensitive,” “proprietary,” “confidential,” or word(s) with similar meaning that impose limits on the use and distribution of the data (see for example FAR 52.215-1(e)). All such data with limitations on use and distribution are collectively referred to herein as “protected data.”

(b) This Special Contract Requirement supplements and implements Defense FAR Supplement (DFARS) 252.204-7000, “DISCLOSURE OF INFORMATION.” As a condition to receiving access to protected data, the Contractor shall: (1) prior to having access to protected data, obtain the agreement of the source of the protected data to permit access by the Contractor to such protected data; (2) use the protected data solely for the purpose of performing duties under this Contract unless otherwise permitted by the source of the protected data; (3) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any employee of the Contractor unless and until such employee has been informed of the restrictions on use and distribution of the protected data and agreed in writing to conform with the applicable restrictions; (4) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any non-Government person or entity (including, but not limited to, affiliates, Subcontractors, successors and assignees of the Contractor), unless the Contracting Officer and the source of the protected data have given prior written approval (which shall be conditioned upon the person receiving the protected data having been informed of the restrictions on use and distribution of the protected data and having agreed in writing to conform with the applicable restrictions; (5) establish and execute safeguards to prevent the unauthorized use or distribution of protected data.

(c) Any unauthorized use, disclosure or release of protected data may result in substantial criminal, civil and/or administrative penalties to the Contractor or to the individual who violates a restriction on use or distribution of protected data. Any agreement with another company regarding access to that company’s protected data shall not create any limitation on the Government or its employees with regard to such data. A copy of each executed company and individual non-disclosure agreement relating to this Contract shall be provided to the Contracting Officer’s Representative (COR).

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(d) Appropriate restrictive legends will be included by the Contractor on any copies and reproductions made of all or any part of the protected data and any data that is derived from, based upon, incorporates, includes or refers to the protected data. When the Contractor’s need for such protected data ends, the protected data shall be returned promptly to the source of the protected data with notice to the COR. However, the obligation not to use, disclose, release, reproduce or otherwise provide or make available such protected data, or any portion thereof, shall continue, even after completion of the Contract, for so long as required by the terms of any agreement pertaining to the protected data between the Contractor and the source of the protected data, or (in the case of Government information) for so long as required by applicable law and regulation. Any actual or suspected unauthorized use, disclosure, release, or reproduction of protected data or violation of this agreement, of which the company or any employee is or may become aware, shall be reported promptly (within one business day after discovery and confirmation) to the Contracting Officer’s Representative (COR).

**I-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address:

<http://farsite.hill.af.mil/farsites.html>

**(a) FEDERAL ACQUISITION REGULATION CLAUSES APPLICABLE TO ALL ORDERS**

<u>FAR CLAUSE</u>	<u>TITLE</u>	
52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code Of Business Ethics And Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed Or Copied Double-Sided On Recycled Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification Of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment	AUG 2013
52.209-9	Updates of Information Regarding Responsibility Matters	JUL 2013
52.210-1	Market Research	APR 2011
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit And Records-Negotiation	OCT 2010
52.215-8	Order Of Precedence - Uniform Contract Format	OCT 1997
52.215-10	Price Reduction For Defective Cost Or Pricing Data (will apply to any task order subject to Certified Cost or Pricing Data Requirements)	AUG 2011
52.215-11	Price Reduction For Defective Cost Or Pricing Data - Modifications (will apply to any task order subject to Certified Cost or Pricing Data Requirements)	AUG 2011
52.215-12	Subcontractor Cost Or Pricing Data (will apply to any task order subject to Certified Cost or Pricing Data Requirements)	OCT 2010
52.215-13	Subcontractor Cost Or Pricing Data Modifications (will apply to any task order subject to Certified Cost or Pricing Data Requirements)	OCT 2010
52.215-14	Integrity Of Unit Prices	OCT 2010
52.215-15	Pension Adjustments And Asset Reversions	OCT 2010
52.215-17	Waiver Of Facilities Capital Cost Of Money (will be included if the successful Offeror does not propose facilities capital cost of money)	OCT 1997
52.215-18	Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-19	Notification Of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications Alternate IV	OCT 2010
52.215-22	Limitations On Pass-Through Charges--Identification Of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges.	OCT 2009

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52.216-7	Allowable Cost And Payment (fill in 30th) (Applicable to CLINs 2000–3999)	JUN 2013
52.216-8	Fixed-Fee (Applicable to CLINs 2000–3999)	JUN 2011
52.219-7	Notice of Partial Small Business Set-Aside	JUN 2003
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-O0014)	AUG 2013
52.219-14	Limitations On Subcontracting (Applicable to all task orders 100% set-aside for small businesses)	NOV 2011
52.222-2	Payment For Overtime Premiums -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor – Cooperation With Authorities And Remedies	MAR 2012
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports On Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking In Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention And Right-To-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions On Certain Foreign Purchases	JUN 2008
52.227-1	Authorization And Consent With Alternate I	DEC 2007 DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-10	Filing of Patent Applications – Classified Subject Matter	DEC 2007
52.227-11	Patent Rights -- Ownership by the Contractor	MAY 2014
52.227-14	Rights in Data – General	MAY 2014
52.227-16	Additional Data Requirements	JAN 1987
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment – Major Systems	MAY 2014
52.228-3	Workers' Compensation Insurance (Defense Base Act) (Only Applicable to Task Orders requiring performance in the CENTCOM or AFIRCOM AOR)	APR 1984
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.228-7	Insurance - Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards (Applicable to task orders issued against CLINs 2000–3999 where the awardee is subject to CAS)	MAY 2014
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Applicable to task orders issued against CLINs 2000–3999 where the awardee is subject to CAS)	MAY 2014
52.230-6	Administration of Cost Accounting Standards (Applicable to task orders issued against CLINs 2000–3999 where the awardee is subject to CAS)	JUN 2010
52.232-1	Payments	APR 1984
52.232-2	Payments under Fixed Price Research and Development Contracts	APR 1984

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	(Applicable to CLINs 1000–1999)	
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
	(Applicable to CLINs 2000–3999)	
	(Applicable when the task order is fully funded)	
52.232-22	Limitation of Funds	APR 1984
	(Applicable to CLINs 2000–3999)	
	(Applicable when the task order is not fully funded)	
52.232-23	Assignment Of Claims	MAY 2014
	Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
	Alternate I	JUL 2013
52.232-33	Payment By Electronic Funds Transfer-System for Award Management	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
	Alternate I	JUN 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law For Breach Of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice Of Intent To Disallow Costs	APR 1984
	(Applicable to CLINs 2000–3999)	
52.242-3	Penalties For Unallowable Costs	MAY 2014
	(Applicable to CLINs 2000–3999)	
52.242-4	Certification of Final Indirect Costs	JAN 1997
	(Applicable to CLINs 2000–3999)	
52.242-13	Bankruptcy	JUL 1995
52.242-1	Changes – Fixed Price	AUG 1987
	(Applicable to CLINs 1000–1999)	
	Alternate II	APR 1984
	Alternate V	APR 1984
52.243-2	Changes - Cost-Reimbursement	AUG 1987
	(Applicable to CLINs 2000–3999)	
	Alternate II	APR 1984
	Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010
	Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts For Commercial Items	MAY 2014
	Alternate I	JUN 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
	(Applicable to TOs containing CLINs valued < \$100,000)	
52.246-24	Limitation of Liability – High Value Items	FEB 1997
	(Applicable to TOs containing CLINs valued > \$100,000)	

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52.246-25	Limitation Of Liability - Services (Applicable to TOs for services where the CLIN is valued < \$100,000)	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-63	Preference For U. S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned US Flag Commercial Vessels	FEB 2006
52.249-2	Termination for Convenience of The Government (Fixed Price) (Applicable to CLINs 1000–1999)	APR 2012
52.249-4	Termination for Convenience of the Government (Services)(Short Form)	APR 1984
52.249-6	Termination (Cost-Reimbursement) (Applicable to CLINs 2000–3999)	MAY 2004
52.249-8	Default (Fixed Price Supply and Service)	APR 1984
52.249-9	Default (Fixed Price Research and Development)	APR 1984
52.249-14	Excusable Delays (Applicable to CLINs 2000–3999)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.252-6	Authorized Deviations in Clauses (fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))	APR 1984
52.253-1	Acquisition Regulation Supplement (48 CFR Chapter 2))	

**(b) DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES APPLICABLE TO ALL ORDERS**

<b><u>DFARS CLAUSE</u></b>	<b><u>TITLE</u></b>	
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DOD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies	DEC 2008
252.203-7002	Requirement To Inform Employees Of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7002	Payment for Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Alternate A System for Award Management	MAR 2014
252.204-7005	Oral Attestation Of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Requirements for Contracts Involving Export-Controlled Items.	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country	DEC 2006
252.211-7003	Item Identification And Valuation (fill in none in (c)(1)(ii) and (c)(1)(iii)) )	JUN 2013
252.211-7007	Reporting of Government-Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost-Estimating System Requirements	DEC 2012
252.216-7009	Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding	SEP 2013
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug-Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7001	Buy American Act And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report Of Intended Performance Outside The United States And Canada-Submission After Award	OCT 2010

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252.225-7006	Quarterly Reporting Of Actual Contract Performance Outside The United States	OCT 2010
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7039	Contractors Performing Private Security Functions (Only Applicable to Task Orders requiring performance areas of incontinency operations)	JUN 2013
252.225-7043	Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (Fill-In: Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)	MAR 2006
252.227-7013	Rights in Technical Data Noncommercial Items	JUN 2013
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Software Documentation	MAY 2013
252.227-7015	Technical Data—Commercial Items	JUN 2013
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252-227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7039	Patents—Reporting of Subject Inventions	APR 1990
252.228-7001	Ground and Flight Risk	JUN 2010
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies On Contract Payments	DEC 2006
252.234-7002	Earned Value Management System	MAY 2011
252.235-7010	Acknowledgement of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.237-7023	Continuation of Essential Contractor Services (fill in information will be provided in individual task orders when applicable)	OCT 2010
252.237-7024	Notice of Continuation of Essential Contractor Services (fill in information will be provided in individual task orders when applicable)	OCT 2010
252.242-7004	Material Management Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Requests For Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts For Commercial Items And Commercial Components (DoD Contracts)	JUN 2013
252.244-7001	Contractor Purchasing System Administration	JUN 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.246-7001	Warranty Of Data	DEC 1991
252.246-7003	Notification Of Potential Safety Issues	JUN 2003
252.247-7023	Transportation Of Supplies By Sea	JUN 2013
252.251-7000	Ordering From Government Supply Sources	AUG 2012

**I-2 FAR CLAUSES INCORPORATED BY FULL TEXT APPLICABLE TO ALL ORDERS**

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

**(a) Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

**(1)** Any order for a single item in excess of \$5,000,000

**(2)** Any order for a combination of items in excess of \$5,000,000; or

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

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

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

(End of Clause)

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

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

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

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

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

(End of Clause)

**52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

**(a) Definitions.** "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as --

Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

Class II, including, but not limited to, hydrochlorofluorocarbons.

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(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

**WARNING**

Contains (or manufactured with, if applicable) \_\_\_\*\_\_\_ a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

(End of Clause)

**I-3 DFARS CLAUSES INCORPORATED BY FULL TEXT APPLICABLE TO ALL ORDERS UNLESS OTHERWISE STATED**

**252.216-7006 ORDERING (MAY 2011)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the date of contract award through 5 years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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

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

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

(End of Clause)

**252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (DEVIATION 2013-O0015)(JUN 2013)**

(a) Definitions. As used in this clause—

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

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(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(ii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer will include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

- (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).
- (5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:
  - (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
  - (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
- (6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—
  - (i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;
  - (ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;
  - (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;
  - (iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;
  - (v) To any command of any supported military element or the command of any base.
- (7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.
- (8) The Contractor shall ensure that Contractor employees accompanying the U.S. Armed Forces are aware of their rights to—
  - (A) Hold their own identity or immigration documents, such as passport or driver's license;
  - (B) Receive agreed upon wages on time;
  - (C) Take lunch and work-breaks;
  - (D) Elect to terminate employment at any time;
  - (E) Identify grievances without fear of reprisal;
  - (F) Have a copy of their employment contract in a language they understand;
  - (G) Receive wages that are not below the legal in-country minimum wage;
  - (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
  - (I) If housing is provided, live in housing that meets host-country housing and safety standards.
- (e) Pre-deployment requirements.

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(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

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(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain the data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the [SPOT Business Rules](#).

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

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(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct—

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for personal protection, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, enclosure 2, paragraph 4.e.(2). The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The [Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

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(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting

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Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or military exercises, when designated by the Combatant Commander.

**(End of clause)**

**252.225-7989 REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN DJIBOUTI  
(DEVIATION 2014-O0005) (JANUARY 2014)**

(a) General. (1) This clause applies when Contractor personnel are required to perform in Djibouti in support of the United States Africa Command (USAFRICOM). This includes contractor personnel who are not covered by the clause at DFARS 252.225-7040.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians. When authorized under this contract to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(b) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(c) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel performing in Djibouti are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
- (ii) Treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Force protection, security, health, or safety orders, directives, and instructions issued by the USAFRICOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(2) The Contractor shall ensure that Contractor employees are aware of their rights to—

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- (A) Hold their own identity or immigration documents, such as passport or driver's license;
  - (B) Receive agreed upon wages on time;
  - (C) Take lunch and work-breaks;
  - (D) Elect to terminate employment at any time;
  - (E) Identify grievances without fear of reprisal;
  - (F) Have a copy of their employment contract in a language they understand;
  - (G) Receive wages that are not below the legal in-country minimum wage;
  - (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
  - (I) If housing is provided, live in housing that meets host-country housing and safety standards.
- (d) Preliminary personnel requirements. (1) Specific requirements for paragraphs (d)(2)(i) and (d)(2)(ii) of this clause will be set forth in the statement of work or elsewhere in the contract.
- (2) Before Contractor personnel begin contract performance in Djibouti, the Contractor shall ensure the following:
- (i) All required security and background checks are complete and acceptable.
  - (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (e) Registration of Contractor personnel.
- (1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (e)(3) of this clause.
- (2) Upon identifying an employee who will be performing in Djibouti, the Contractor shall enter employee information into SPOT, and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the employment in Djibouti. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in Djibouti with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules (<http://www.acq.osd.mil/log/PS/spot.html>).
- (i) In all circumstances, this includes any personnel performing private security functions.
  - (ii) For personnel other than those performing private security functions, this requirement excludes anyone—
- (A) Hired under contracts valued below the simplified acquisition threshold;
  - (B) Who will be performing in Djibouti less than 30 continuous days; or
  - (C) Who, while afloat, are tracked by the Diary Message Reporting System.

(3) The Contractor shall submit aggregate Contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e., U.S. third country national or local national) of those Contractor personnel who are on contracts valued at more than the simplified acquisition threshold, but performing less than 30 days in Djibouti (e.g., day laborers).

(f) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (f), in all subcontracts that require subcontractor personnel to perform in Djibouti.

**(End of clause)**

**252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION 2014-O0008)(FEB 2014)**

(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed in “NDAA FY2012 Section 841/FY2014 Section 831 Identified Entities” list posted at <http://www.acq.osd.mil/dpap/pacc/cc/policy.html>.

(c) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000.

**(End of clause)**

**252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2013-O0015) (JUN 2013)**

(a) General. (1) This clause applies when Contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR) and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians. When authorized in accordance with paragraph (h) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

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(b) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(c) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENTCOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(2) The Contractor shall ensure that Contractor employees are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(d) Preliminary personnel requirements. (1) Specific requirements for paragraphs (d)(2)(i) and (d)(2)(ii) of this clause will be set forth in the statement of work or elsewhere in the contract.

(2) Before Contractor personnel begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(e) Registration of Contractor personnel.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (e)(3) of this

clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the [SPOT business rules](#).

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone—

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System

(3) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) To register in SPOT:

(A) Contractor company administrators should register for a SPOT account at <https://spot.altess.army.mil/>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.altess.army.mil/>.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or [SPOT.helpdesk@us.army.mil](mailto:SPOT.helpdesk@us.army.mil). Refer to the SPOT Enterprise Suite Resource Center at <http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.

(4) The Contractor shall submit aggregate Contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those Contractor personnel who are on contracts valued at more than the simplified acquisition threshold, but performing less than 30 days in the AOR (e.g. day laborers).

(f) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

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(g) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, Contractor personnel must wear distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(h) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for personal protection, the request shall be made through the Contracting Officer to the USCENTCOM Commander, in accordance with DoD Instruction 3020.41, enclosure 2, paragraph 4.e.(2).. The USCENTCOM Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the USCENTCOM Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved contractor to issue contractor-owned weapons and ammunition to specified employees; or

(ii) The \_\_\_\_\_ [Contracting Officer to specify individual, e.g. Contracting Officer Representative, Regional Security Officer, etc.] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the USCENTCOM Commander; and

(C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the USCENTCOM Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel

rests solely with the Contractor and the Contractor employee using such weapon.

(i) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(j) Evacuation. In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(k) Notification and return of personal effects. (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(l) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy and DoDI 3020.41 (enclosure 2, paragraph 4.h.).

(m) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(n) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (n), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

**(End of clause)**

#### **252.225-7997 CONTRACTOR DEMOBILIZATION (DEVIATION 2013-O0017) (AUGUST 2013)**

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) Demobilization plan. The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) Demobilization plan implementation. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer

and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) Plan contents

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause "Inbound / Outbound Cargo and Contractor Equipment Census." The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) Demobilization requirements:

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

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(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employee's re-deployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of Clause)

**NOTE: TASK ORDERS WITH PERFORMANCE IN AN OCONUS ENVIRONMENT**

Task Orders may be issued under this contract that require performance in an OCONUS location. Current required clauses for OCONUS performance contracts are included in this solicitation, but will only apply at the task order level if

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performance OCONUS is required as part of the project. Clause versions may change based on updated DoD guidance and the most current version will be included in the task order.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS  
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LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

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**Exhibits**

#	Document	Date	# of Pages
A	Contract Data Requirements List (CDRL), DD Form 1423-1, Data Items A001 through A007	3/20/14	4

**Attachments**

#	Document	Date	# of Pages
1	Requirements for On-Site Contractors	12/8/08	9
2	Organizational Conflict of Interest (OCI) Mitigation Plan <b>[From Contractor proposal, inserted at award]</b>		
3	DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions <b>[From Contractor proposal, inserted at award]</b>		
4	DFARS 252.227-7015 Identification and Assertion of Use, Release, or Disclosure Restrictions for Commercial Items <b>[From Contractor proposal, inserted at award]</b>		
5	Task Order Staffing Plan		
6	Task Order Price Spreadsheet		
<u>7</u>	<u>Task Order Cost Spreadsheet</u>		
<u>8</u>	Acronyms and Definitions	3/20/14	
<u>9</u>	DD254, Contract Security Classification Specification, Serial Number 035-14	04/09/2014	2
<u>10</u>	Small Business <u>Subcontracting</u> Plan <b>[From Contractor proposal, inserted at award]</b>		
<u>11</u>	<u>Indirect Rate Schedule</u> <b>[From Contractor proposal, inserted at award]</b>		

**K-1 Representations, Certifications, and Other Statements of Offerors or respondents**

(a) In accordance with FAR 4.1201, prospective Contractors must complete electronic annual representations and certifications via the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) database. The representations and certification must be updated as necessary, but at least annually, to ensure they are kept current, accurate and complete.

(b) In addition, each Offeror must complete the additional contract specific representations and certifications below:

**K-2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500.

(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 clause 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 SAM, and has completed the 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, Central Contractor Registration.

(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;

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**(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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

**(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 Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

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

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

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

**(C)** If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

**(D)** If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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- (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—

**(A)** Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

**(B)** For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[Contracting Officer check as appropriate.]

\_\_\_ **(i)** 52.219-22, Small Disadvantaged Business Status.

\_\_\_ **(A)** Basic.

\_\_\_ **(B)** Alternate I.

\_\_\_ **(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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ **(iv)** 52.222-52 Exemption from Application of the Service Contract Act 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)** The Offeror has completed the annual representations and certifications electronically via the System for Award Management (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 paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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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 on SAM.

(End of Provision)

**K-3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

**(a) Definitions.** As used in this provision—

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

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

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

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

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

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

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

- (i)** In a criminal proceeding, a conviction.
- (ii)** In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii)** In an administrative proceeding, a finding of fault and liability that results in—

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

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

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

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

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

**K-4 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement -- Cost Accounting Practices and Certification**

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

\* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

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(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

\* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

\* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

\* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. Additional Cost Accounting Standards Applicable to Existing Contracts**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

\* yes \* no

**(End of Provision)**

**K-5 52.203-7 PROPOSAL DISCLOSURE COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes       No

If the offeror checked “Yes” above, the offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

**(End of provision)**

**K-6 DFARS 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2013)**

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

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

- (i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.
- (iii) 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.
- (iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (v) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

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

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

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

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

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

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

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7022, Trade Agreements Certificate—Inclusion of Iraqi End Products.

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

\_\_\_ (vi) 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 System for Award Management (SAM) website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	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 on SAM.

**(End of provision)**

**K-7 DFARS 252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-O0004) (OCTOBER 2013)**

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**(End of provision)**

**K-8 252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-OO0009) (FEB 2014)**

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**(End of provision)**

**K-9 252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX**

(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013,(Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**(End of provision)**

**K-10 252.209-7997 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—DoD APPROPRIATIONS (DEVIATION 2013-O0006) (JANUARY 2013)**

(a) In accordance with section 101(a)(3) of the Continuing Appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for general appropriations for DoD may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

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(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**(End of provision)**

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

(a) 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 address: <http://farsite.hill.af.mil/>

<u>FAR CLAUSE</u>	<u>TITLE</u>	
52.204-7	System for Award Management	JUL 2013
52.215-1	Instructions To Offerors- Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost Of Money	JUN 2003
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.237-10	Identification Of Uncompensated Overtime	OCT 1997
52.252-5	Authorized Deviations in Provisions (fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))	APR 1984

<u>DFARS CLAUSE</u>	<u>TITLE</u>	
<u>252.209-7001</u>	<u>Disclosure of Ownership or Control by a Foreign Government</u>	<u>JAN 2009</u>
<u>252-209-7004</u>	<u>Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist country</u>	
252.215-7008	Only One Offer	JUN 2012
252.225-7003	Report Of Intended Performance Outside The United States And Canada – Submission With Offer	OCT 2010
252.225-7042	Authorization to Perform	APR 2003

**L-2 FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)**

(a) Any contract awarded as a result of this solicitation will be DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**L-3 FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA, ALTERNATE IV (OCT 2010)**

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide information described below. [See Section L-16, Volume V Cost/Price Data]

**L-4 FAR 52.216-1 TYPE OF CONTRACT (APR. 1984)**

(a) The Government contemplates award of multiple IDIQ contracts with FFP, CPFF term and CPFF completion type delivery/task orders resulting from this solicitation.

**L-5 FAR 52.233-2 SERVICE OF PROTEST (SEPT. 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 the Control Desk, Code

3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

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

**L-6 DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUNE 1995)**

(a) 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—

- (1) The contract number under which the data or software were produced;
- (2) 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
- (3) 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.

**L-7 DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)**

(a) The terms used in this provision are defined in 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 documents, 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 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:

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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 items, 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.

### L-8 INQUIRIES CONCERNING THE RFP

(a) Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 10 of the Standard Form 33, Solicitation, Offer and Award.

(b) Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

### L-9 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS

(a) All proposals shall be submitted in accordance with FAR 52.215-1- Instructions to Offerors-Competitive Acquisition. Proposals/offers submitted in paper media through the United States Postal Service (USPS) or delivery services shall be addressed:

Contracting Officer, ATTN: Code 3220  
RFP No. N00173-14-R-RV04  
Naval Research Laboratory  
4555 Overlook Avenue, S.W.  
Washington, D.C. 20375

Closing Date: 30 July 2014

Time: 11:30a.m. EST

(b) If proposals/offers are submitted through the United States Postal Services or other delivery service, the Offeror shall provide the tracking number assigned to the package to the Contract Specialist prior to the closing date and time of the solicitation. The tracking number shall be emailed to [reese.vanwyen@nrl.navy.mil](mailto:reese.vanwyen@nrl.navy.mil) with the name of the Offeror and delivery service.

(c) Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115 between the hours of 0800 until 1600, local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the proposal. All Offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Detention at the NRL gate or a failure to adhere to the procedures provided herein will not be considered an exception to timely proposal delivery as addressed in FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions.

(d) Offerors hand carrying proposals shall contact the contracting officer or contract specialist at least 48 hours prior to arriving at NRL to make arrangements and obtain directions. Packages should not be sealed as they are subject to inspection. The contracting officer or contract specialist will receive the proposal and provide the Offeror with the time and date of delivery.

(e) All Offerors shall mark each RFP package with the name of the contract specialist below:

(1) Contract Specialist: Reese Van Wyen, NRL Code 3220

(f) Facsimile proposals are not authorized.

(g) Comprehensive responses to the requirements of this Request for Proposals (RFP) are required to enable the Government to evaluate the Offeror's understanding of, capability and approaches to accomplish the stated requirements. Proposals shall be submitted in accordance with the instructions herein, and non-conformance with the specified required content may be cause for rejection of the proposal. Offerors are advised that material submitted in excess of that required herein will not be evaluated. The proposal shall be valid for no less than 180 days from the date of RFP closing. The proposal shall provide comprehensive responses to the areas provided for in this section. The proposal shall be a complete response to the [Performance Work Statement](#) and the requirements of this RFP, taking into consideration required production quantities and delivery schedules specified in this solicitation.

(h) Alternate proposals that depart from stated requirements will not be considered and shall not be submitted. The Offeror may submit multiple proposals that offer different approaches to meet the stated requirements. If the Offeror submits multiple compliant proposals, the Offeror shall clearly identify the unique attributes of each of the proposals and each proposal shall be a separate, stand alone document and shall not reference another proposal submitted. In no event shall any one Offeror submit more than two (2) unique proposals and each proposal will be evaluated separately in accordance with the procedures specified herein.

## L-10 PROPOSAL PREPARATION INSTRUCTIONS

### (a) PROGRAM STRUCTURE AND OBJECTIVES

The objective of this contract is to provide the Naval Research Laboratory's Scientific Development Squadron One (NRL/VXS-1) with the required engineering and technical services in support of the Navy mission. NRL/VXS-1 requires support in the following four functional areas:

Functional Area 1	Analyze/Design Airborne S&T Platforms/Modifications
Functional Area 2	Fabricate Airborne S&T Project/Platform Modifications
Functional Area 3	Test/Install/Modify/Integrate/Remove Project/Mission Systems
Functional Area 4	Aircraft/Project Mission Systems Configuration Control

**Performance shall be conducted at the NRL/VXS-1 facility located at Naval Air Station (NAS) Patuxent River, Patuxent, Maryland; Naval Research Laboratory, Washington, DC; the Contractor's facilities; and at CONUS and/or OCONUS field sites.**

### (b) BUDGET/FUNDING INFORMATION

For consideration in developing your proposal, the estimated budget is as follows:

The total value for the ENTIRE NRL/VXS-1 program is \$30M. Each awarded basic IDIQ contract will have a \$30M ceiling. The Government will continually track and record the cumulative value of all awarded task orders for all NRL/VXS-1 Contractors. The cumulative value of the awarded task orders will be tracked and maintained throughout the entire NRL/VXS-1 period of performance to ensure the awarded task orders do not exceed the maximum value as stated in the basic contract. The cumulative value will not exceed \$30M for all NRL/VXS-1 task order awards to all NRL/VXS-1 Contractors.

## L-11 GENERAL INSTRUCTIONS

(a) The Offeror's proposal must include all data and information requested by this Request for Proposal (RFP) and it must be submitted in accordance with these instructions. The Offer shall be compliant with the requirements as stated in the RFP, Performance Work Statement (PWS), and Contract Data Requirements List (CDRL). **Non-conformance with the instructions provided in this RFP may result in an unfavorable proposal evaluation.**

(b) This proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the Offeror's proposal.

**(1) ORGANIZATION/NUMBER OF COPIES/PAGE LIMITS**

(i) The Offeror shall prepare the proposal as set forth in the Proposal Organization Table below. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies specified in the table. The contents of each proposal volume are described in the paragraphs noted in the table.

Proposal Organization				
Volume	Paragraph	Volume Title	Copies	Page Limit
I	L-12	Executive Summary	Original + 5 Copies + CD-R	10 pages (single spaced)
II	L-13	Technical	Original + 5 Copies + CD-R	15 pages per functional area (Subfactor A). 25 pages for Resources and Management (Subfactors B & C)
III	L-14	Past Performance	Original + 3 Copies + CD-R	25 pages (single spaced)
IV	L-15	Small Business Subcontracting Plan	Original + 1 Copy + CD-R	Unlimited
V	L-16	Cost/Price	Original + 1 Copy + CD-R	Unlimited
VI	L-17	Contract Documentation	Original + CD-R	Unlimited

**(2) PAGE LIMITATIONS**

(i) Page limitations shall be treated as maximums. If exceeded, the excess pages **will not** be read, and **will not be considered** and **will not be included in the evaluation** of the proposal. When both sides of a sheet display printed material, it shall be counted as two (2) pages. **Each page shall be counted except for the following: cover pages, table of contents, tabs, glossaries, acronym lists, and resumes.**

**Note: Each resume shall not exceed 3 pages per resume.**

**(3) PAGE SIZE AND FORMAT**

(i) A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single spaced. Except for the reproduced sections of the solicitation document the text size shall be no less than 12 point font. Use at least 1 inch margins on the top and bottom and each side. Pages shall be numbered sequentially by volume. These limitations shall apply to both electronic and hard copy proposals. In the upper right header of all pages, the Offeror shall include the following information: RFP #, volume #, volume title, and page #.

(ii) Legible tables, charts graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 X 17 inches in size. Foldout pages shall fold entirely within the volume, and shall count as two pages for each side; double sided shall count as four pages. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics not for pages of text. For tables, charts, graphs and figures the text shall be no smaller than 8 points. These limitations shall apply to both electronic and hard copy proposals. Provide Microsoft Office Excel formulas in any spreadsheets.

(iii) No hyperlinks shall be allowed within the proposal. Proposals shall not be supplemented by any additional package or reference documents.

**(4) COST OR PRICING RELATED DATA**

(i) All cost or pricing data shall be addressed ONLY in the Cost/Price Proposal and Contract Documentation Volumes. Cost trade-off information, work hour estimates, and material kinds and quantities may be used in other volumes only as appropriate for presenting rationale for alternatives or design and trade-off decisions.

**(5) CLASSIFIED INFORMATION**

(i) Proposals shall not contain classified information.

**(6) CROSS REFERENCING**

(i) To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross referencing to other volumes of the proposal. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-Referencing is not included in the page count.

(ii) The Offeror shall fill out the Solicitation Cross Reference Matrix (Example template of Cross Reference Matrix is below, but may be tailored and proposed differently at the Offeror’s discretion), indicating the proposal reference information as it relates to Sections L & M. Place the Cross Reference Matrix after the Table of Contents within each volume. If this matrix conflicts with any other requirement, direction, or provision of this solicitation, the other reference shall take precedence over this paragraph.

**(7) CROSS REFERENCING SECTION**

(i) Any cross-referencing matrix provided does not count against the page limitations.

(ii) An example of the Cross-Reference Matrix format is:

DESCRIPTION	SECTION L	SECTION M	PROPOSAL REFERENCE
<b>TECHNICAL</b>			
Subfactor A – Technical Understanding and Capability	L-13(b)(3)(i)	M-2(a)(1)	
Subfactor B – Resources	L-13(b)(3)(ii)	M-2(a)(2)	
Subfactor C – Program Management	L-13(b)(3)(iii)	M-2(a)(3)	
<b>PAST PERFORMANCE</b>	L-14	M-2(b)	
<b>SMALL BUSINESS SUBCONTRACTING PLAN</b>	L-15	M-2(c)	
<b>COST/PRICE</b>	L-16	M-2(d)	

**(8) INDEXING**

(i) Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections and do not count against the page limitations for their respective volumes.

## **(9) GLOSSARY OF ABBREVIATIONS AND ACRONYMS**

(i) Each volume shall contain a glossary of all abbreviations and acronyms used, and with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

## **(10) BINDING AND LABELING**

(i) The “original” proposal shall be identified. Each volume of the proposal should be separately bound in a three-ring, loose leaf binder permitting the volume to lie flat when open. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as the volume number, title, copy number, solicitation number, and the Offeror’s name. The same identifying data should be placed on the spine of each binder. All appropriate markings, including those prescribed in accordance with FAR 52.215-1(e), Restriction on disclosure and use of data, and FAR 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

## **L-12 VOLUME I: EXECUTIVE SUMMARY**

(a) In the Executive Summary volume, the Offeror shall provide the following information.

### **(1) NARRATIVE SUMMARY**

(i) The narrative summary of the entire proposal should be concise, to include addressing the significant risks, and highlighting any key or unique features, excluding Cost/Price. The salient features should tie in the Section M evaluation factors/subfactors. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal.

### **(2) TABLE OF CONTENTS**

(i) Include a Master Table of Contents of the entire proposal. The Master Table of Contents and all other Table of Contents do not count against the page limitations for other respective volumes.

## **L-13 VOLUME II: TECHNICAL VOLUME**

### **(a) GENERAL**

(1) The Technical Volume should be specific and complete. Legibility, clarity, and coherence are very important. Your responses will be evaluated against the Technical subfactors defined in Section M, Evaluation Factors for Award. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying these subfactors. All the requirements specified in the solicitation are mandatory. By your proposal submission, you are representing that your firm will perform all the requirements specified in the solicitation. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

### **(b) FORMAT AND SPECIFIC CONTENT**

#### **(1) TECHNICAL**

(i) In the Technical Volume for each functional area proposed, address your technical solution for meeting the Government’s requirements emphasizing each technical subfactor. Offerors may elect to submit a Technical Volume for a minimum one and a maximum **four** of the **four** functional areas listed in the PWS.

(ii) The Technical Proposal Volume shall consist of both a corporate overview and individual proposals for each functional area. The basic contract PWS for NRL/VXS-1 will not change and will be attached to all contracts awarded to each Offeror/NRL/VXS-1 Contractor, since it states the overall set of possible requirements to be performed during the course of the NRL/VXS-1 ordering period and technical/contract performance.

**Sample Task Order Statements of Work (SOWs)**

<b>Functional Area #</b>	<b>Functional Area Title</b>	<b>Task Order #</b>	<b>Sample Task Order SOW</b>
Functional Area 1	Analyze/Design of Airborne S&T Platforms/Modifications	Task Order 0001	Analysis/Design of Airborne S&T Platforms/Modification
Functional Area 2	Fabrication of Airborne S&T Project/Platform Modifications	Task Order 0002	Fabrication of Airborne S&T Project/Platform Modification
Functional Area 3	Testing / Installation / Modification / Integration / Removal of Project/Mission Systems	Task Order 0003	Testing / Installation / Modification / Integration / Removal of Project/Mission System
Functional Area 4	Aircraft/Project Mission Systems Configuration Control	Task Order 0004	Aircraft/Project Mission Systems Configuration Control

(iii) The task order proposals must demonstrate your technical approach, capability and qualifications to perform the requirements defined in each Task Order SOW. The proposals must describe how report requirements and any other task order requirements will be accomplished in accordance with the overarching PWS (Section C). This will aid in the evaluation of the proposals.

**(2) VOLUME ORGANIZATION**

(i) The Technical Volume shall be organized according to the following general outline:

- i. Table of Contents
- ii. List of Tables and Drawings
- iii. Glossary
- iv. Cross Reference Matrix
- v. Subfactor A
- vi. Subfactor B
- vii. Subfactor C

(ii) In further detail, each individual proposal making up the Technical Volume shall be organized according to the provided outline.

**(3) SUBFACTORS**

**(i) SUBFACTOR A: TECHNICAL UNDERSTANDING AND CAPABILITY**

(A) The solicitation contains a single SOW. Offerors shall specify the Functional Areas (SOW Paragraphs (C-2(d)(1) through (4)) that the Offeror proposes to perform. The Offeror shall provide its depth and breadth of technical expertise in the functional Areas.

(B) The Offeror should present a complete and detailed statement of the selected approach in each proposal submitted in response to sample Task Order Statement(s) of Work in its proposal, including analyses, experiments, simulations, tests and facilities required in resolving the problem(s) and its elements. For each problem, include a description or discussion of scientific principles and techniques that the Offeror proposes to use in addressing the problem. The Offeror should demonstrate, in the context of each task order, its capability to plan, organize, and direct/control performance at the Prime and Subcontract level to assure compliance with requirements of multiple task orders that require concurrent effort. Estimate the extent of subcontracting anticipated with a list of items or effort to be subcontracted. If a teaming approach is being proposed, provide complete information as to the arrangement.

**(ii) SUBFACTOR B: RESOURCES**

(A) Strategy for determining the adequacy of internal and external resources available to perform in functional areas

described in Section C including OCONUS work (if applicable) and effectively and efficiently administer the NRL/VXS-1 program with a focus on quality.

**(B)** Strategy to recruit, train, and retain a high-quality workforce.

**(iii) SUBFACTOR C: PROGRAM MANAGEMENT**

**(A)** The organizational structure planned for the level of program management necessary to produce timely and quality solutions and to continuously identify, mitigate, manage and control risks within its holistic approach for managing the comprehensive scope of the NRL/VXS-1 program and task orders under the contract. As part of this plan, the Offeror shall include resumes for proposed Key Personnel selected to fill, as a minimum, the role of the Contractor's program manager for the NRL/VXS-1 program and its backup plan of action to address situations during which the program manager may not be immediately available. If the Offeror does not currently employ the proposed personnel, the Offeror shall submit letters of commitment along with the individual's resume.

**(B)** Offerors shall describe their proposed ISO-9001 (or equivalent) quality management approach. They shall compare it to the elements in ANSI/ASCQ-Q9001 and explain how it will be applied to reduce program risk.

**(C)** A comprehensive and effective program management strategy that demonstrates a methodology for developing performance metrics and linking incentives to performance and quality controls that ensure a comprehensive and verifiable approach to monitoring and reporting performance. This should include the Offeror's process for identifying gaps or weaknesses in performance and approach to problem mitigation and the development and implementation of successful business process improvements on a continual basis.

**L-14 VOLUME III: PAST PERFORMANCE**

**(a) SECTION I: RECENT AND RELEVANT PAST PERFORMANCE QUESTIONNAIRE (Attachment L-1)**

**(1)** Offerors shall provide Past Performance Questionnaires with their proposal (provided as Attachment L-1) for all relevant efforts within the last five Government fiscal years (1 October 2009 - present). Offerors must also submit at least one (1) Past Performance Questionnaire for each proposed Subcontractor effort valued at 10% of their total current offering or more. The contracts identified should demonstrate in-depth knowledge and successful implementation of contracts, of similar scope and complexity to this solicitation. Similar scope and complexity means having performed most of the types of support efforts identified in the [Performance Work Statement](#) for this solicitation or having provided at least 5,000 annual man-hours under a support services contract. The identified contracts can be with Federal, Commercial, or other customers. For each contract, the Offeror shall identify at least one of the following customer Points of Contact (POCs): Program Manager (PM), Procuring Contracting Officer (PCO), Contracting Officer's Technical Representative (COTR) or Contracting Officer's Representative (COR). The Offeror shall provide the current address, phone number, FAX number, and e-mail address for each POC.

**(2)** In order to expedite the assessment process, the Offeror may complete the "Contract Information" portion of the Past Performance Questionnaire for the convenience of the customer POC. The Offeror shall not, however, complete any other section of the Past Performance Questionnaire. The questionnaire shall be provided to the customer POC with instructions to complete and submit it directly to the Contracting Officer or Specialist on or before the proposal due date. Electronic submission by the customer is preferred; however, hardcopy mail or fax will be accepted. The Offeror's past performance volume shall contain copies of the first page of the Customer's Questionnaire and the transmittal letters.

**(3)** The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror. The Government reserves the right to consider any questionnaire received after the due date and contact those offices that do not respond to the questionnaire.

**(b) SECTION II: PREVIOUS CONTRACTING EFFORT NARRATIVES (Attachment L-2)**

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
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**(1)** For each of the Past Performance Questionnaires submitted, the Offeror shall also provide a Previous Contracting Effort Narrative detailing the following information in Volume III:

**(i)** Description of how the scope for this past contract/task order relates to this effort in scope and complexity.

**(ii)** Description of the Subcontractor deliverables to the prime and payment tracking; points of contact; and, the sole bearer of ultimate responsibility for performance.

**(iii)** Description of achievements for the most recent period for which performance measures have been applied to each contract. The performance measures should be specific and show the target performance levels that are set forth under the applicable contracts as well as the level of performance achieved. The Offeror shall describe the tools and/or methods used to collect metrics data and the frequency of data collection and reporting.

**NOTE:** The Government reserves the right to use contract performance data provided in the Offeror's proposal and additional contract performance data obtained from other sources, such as the Government's Past Performance Information Retrieval System (PPIRS) data base, personnel knowledge and from the points of contact identified by the Offeror in its proposal.

**L-15 VOLUME IV: SMALL BUSINESS SUBCONTRACTING PLAN (Applicable only to Offerors that are other than Small Businesses)**

**(a)** The Offeror shall submit as part of its proposal a written subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9 Alternate II). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why this goal cannot be included in the plan.

**(b)** The Offeror shall submit letters of intent, teaming agreements or other evidence of commitment by Subcontractors to support the successful Offeror's team as part of Volume IV. Failure to submit letters of intent, teaming agreements, or other evidence of commitment by named Subcontractors, or failure to name Subcontractors, may be deemed by the Government to present a significant risk to the Offeror's ability to perform the work required under this solicitation. In addition, it should be noted that the Government views certain types of Subcontractor arrangements as carrying potential risk. Prime/Subcontractor "guaranteed work share" arrangements could potentially hinder performance over the course of the period of performance with the uncertainties evolving through advanced development.

**L-16 VOLUME V: COST/PRICE**

**(a) GENERAL INSTRUCTIONS**

**(1)** While the Government anticipates establishing reasonableness of pricing through adequate price competition and does not require submission of certified cost or pricing data, Offerors must provide clear and concise explanations of their pricing methodology and their labor and burden estimating practice and are cautioned against unbalanced and unrealistic pricing

**(b) COST OR PRICING DATA REQUIREMENT**

**(1)** In accordance with FAR 15.403-1(b) and 15.403-4(a), data other than certified cost or pricing data may be required to support a determination of price reasonableness. Data should be provided in accordance with FAR 15.403-5. If, after receipt of proposals, the PCO determines that there is insufficient data available to determine price reasonableness, and none of the exceptions in FAR 15.403-1 apply, the Offeror shall be required to submit additional cost or pricing data.

**(c) ROUNDING**

**(1)** All dollar amounts shall be rounded to the nearest dollar. All labor rates shall be rounded to the nearest penny.

**(d) PRICING TABLES**

(1) The Offeror shall complete and include as part of its proposal the indirect pricing tables found in Attachment 11 to reflect the Offeror's ceiling indirect rates to be applied to CPFF delivery/task orders during each year of the contract.

**(e) VERIFICATION OF ADEQUATE ACCOUNTING SYSTEM**

(1) Because of the need for Contractors to respond to Cost Reimbursement task orders, to be eligible for award of CLINs 2000 – 3999, Offerors must have verification from the Defense Contract Audit Agency (DCAA) or the Defense Contract Management Agency (DCMA) of an accounting system that has been audited and determined adequate for determining costs applicable to this contract in accordance with FAR 16.301-3(a)(1).

(2) As such, the Offeror must provide in its proposal, a contact name and contact information (i.e., phone number, address, email address) of its cognizant DCAA or DCMA audit agency, a copy of the DCAA Audit Verification report stating that DCAA has approved the accounting system or a completed Pre-Award Survey of Prospective Contracting Accounting System (SF 1408) (Attachment L-3); and a copy of the current approved DCAA provisional billing rates and/or DCMA forward pricing rate agreements. If the Offeror does not have audit verification of an adequate accounting system but is certain that its accounting system has been found adequate in accordance with FAR 16.301-3(a)(1), NRL will contact the cognizant audit representative to verify the adequacy of the Contractor's accounting system. It is the Offeror's responsibility to provide with its proposal current and correct contact information. If, after reasonable efforts, the Government is unable to obtain audit verification from the contact provided, the offer will be rejected.

**(f) SAMPLE TASK ORDER COST PROPOSALS**

(1) Offerors shall:

(i) Complete Attachments 5 and 6 or 7 (depending on Offeror's proposed contract type) for each sample task order.

(ii) Direct Labor: list the proposed hours, rates, and calculated amounts for each direct labor category by task order. The proposed rates shall be in accordance with paragraph G-8. As part of the basis of estimate narrative, provide rationale for proposed hours and labor mix.

(iii) Subcontracts: list each Subcontractor cost separately by task order. Obtain fully disclosed cost proposals, in accordance with the format provided in Attachments 5 and 6 or 7, for each task order. As part of the basis of estimate narrative, IAW FAR 15.404-3(b), perform and provide evaluation results of cost/price analysis for each subcontract proposal.

(iv) Material: list material costs by task order. Provide a consolidated procedure summary of individual material quantities and the basis for pricing (vendor quotes, invoice prices, etc.) by task order. For all items proposed, identify the item and show the source, quantity and price. As part of the basis of estimate narrative, provide information regarding the rationale/methodology used to derive the proposed material estimate.

(v) Travel: list travel costs by task order. Provide the basis for the proposed travel and rationale for the proposed trips.

(vi) **Other Direct Costs (ODCs):** list ODCs by task order. As part of the basis of estimate narrative, separately identify other direct costs to include consultants. Provide rationale for proposed other direct costs. Also, provide the source, quantity, price, and rationale for each of the proposed ODCs. If proposing consultants, provide consultant agreements to validate proposed rates and a determination by the Offeror that the rate proposed is comparable to their consultant rates for work of similar nature. Substantiate the need for proposed consultant services.

(vii) **Cost of Money (COM):** submit Form DD 1861 if proposing Facility Capital Cost of Money (FCCOM) and show the calculation of the proposed amount. Additional narrative may be submitted as a separate document, if necessary, to describe derivation of labor rates, use of uncompensated overtime pools to which indirect rates are applied, etc.

(viii) **Fee:** identify proposed fee base and rate.

**(g) ADDITIONAL REQUIREMENTS**

(1) Methodology for determining salary ranges, direct labor rate composite, if applicable, fringe benefits, overhead, and other direct costs (i.e., subcontracts, materials, and travel), and fee proposed. If the Offeror does not currently have employees to fulfill the duties under a specific labor category under which they want to propose, the Offeror must explain its methodology for establishing prime Contractor labor rates for such categories. This can include factors such as recognized national and regional compensation surveys and studies of professional, public and private organizations used in establishing the total compensation structure. The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives and take into account differences in skills, the complexity of various disciplines, and professional job difficulty.

(2) Methodology used to compute labor escalation over a five-year period.

(3) Methodology used to address how an on-site rate is derived vs. an off-site rate.

(4) The Offeror's policy on uncompensated overtime (see FAR 52.237-10), including the practices used to estimate uncompensated overtime.

(5) Methodology used in computing fee.

(6) Methodology used in computing indirect costs that are applied to Other Direct Costs (e.g., subcontracts, material, travel).

**(h) FINANCIAL CAPACITY**

(1) Apparent successful Offerors are subject to a responsibility evaluation in accordance with FAR Subpart 9.1. The Offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

**L-17 VOLUME VI: CONTRACT DOCUMENTATION**

**(a) BASIC ORDERING CONTRACT/TASK ORDERS/REPRESENTATIONS AND CERTIFICATIONS**

(1) The purpose of this volume is to provide information to the Government for preparing the contract document and supporting the file. The Offeror's proposal shall include a signed copy of the Master Contract and Section's A through K. This includes the following:

**(i) SECTION A: SOLICITATION/CONTRACT FORM**

(A) The Contractor shall complete block 16 and sign and date blocks 17 and 18 of the solicitation. Signature by the Offeror on the solicitation constitutes an offer, which the Government may accept. The "original" copy should be clearly marked under separate cover and should be provided without any punched holes. The Offeror shall make a clear statement in Section A of the proposal documentation volume that the proposal is valid 180 days from the date of the solicitation closing date.

**(ii) SECTION F: DELIVERABLES OR PERFORMANCE**

(A) Refer to Section F of the solicitation.

**(iii) SECTION G: CONTRACT ADMINISTRATIVE DATA**

(A) Refer to Section G of the solicitation and complete all fill-ins.

**(iv) SECTION H: SPECIAL CONTRACT REQUIREMENTS**

(A) Refer to Section H of the solicitation and complete all fill-ins

**(v) SECTION I: CONTRACT CLAUSES**

(A) Refer to Section I of the solicitation and complete all fill-ins

**(vi) SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF OFFERORS**

(A) Completed representations, certifications, acknowledgements, and statements.

**(vii) EXCEPTIONS TO SOLICITATION REQUIREMENTS**

(2) Offerors are required to meet all solicitation requirements (such as terms and conditions, representations and certifications, and technical requirements) in addition to those identified as evaluation factors or subfactors. Offerors must clearly identify any exceptions to the solicitation terms and conditions and provide complete accompanying rationale. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of the table below titled “Solicitation Exceptions.”

Solicitation Exceptions			
Solicitation Document	Page/Paragraph	Requirement/Portion	Rationale
SOO, Solicitation, Task Order, etc.	Applicable page and paragraph numbers	Identify the requirement or portion to which the exception is taken	Describe why the requirement cannot/will not be met

**L-18 ATTACHMENTS**

Document	
L-1	Recent and Relevant Past Performance Questionnaires
L-2	Previous Contracting Effort Narrative

**L-19 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST**

(a) Pursuant to FAR 9.5 and the definitions provided therein:

(b) Definitions

(1) Organizational Conflict of Interest: FAR 2.1 defines “Organizational Conflict of Interest” as a situation in which “...because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.” For the purposes of this contract, the term Organizational Conflict of Interest means that a relationship exists between the Contractor (including the successor-in-interest, assignee or affiliated divisions, subsidiaries, employees, Consultants, or Subcontractors, hereinafter referred to as “Contractor”) and another in which the underlying interests of the Contractor and the other party directly or indirectly (1) may influence, affect or diminish the Contractor’s ability to give impartial, technically sound, objective assistance, conclusions, advice or recommendations, or may otherwise result in a biased work product to or for the Government, or (2) may result in an unfair competitive advantage.

(c) Purpose

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

**(d) Description of the Effort**

(1) This contract is for research and development activities in support of various NRL Programs. In the performance of this contract, the Contractor may be required to make certain findings, conclusions and recommendations to the Government. The Contractor may also be required to have access to other Contractor's proprietary data in order to make those findings, conclusions and recommendations to the Government. Because the Government requires total objectivity and impartiality in performance of this contract, the Contractor must be free from any biased influences and interests which will impact, directly or indirectly, on the Contractor's decision making process.

**(e) Disclosure Statement**

(1) If the Offeror is aware of circumstances that may hinder its ability to render impartial, technically sound, and unbiased assessments, recommendations and/or evaluations; or that circumstances exist that may result in the appearance that it may have any unfair competitive advantage, the Offeror shall provide a full disclosure statement. The statement must describe in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Offeror has a possible organizational conflict of interest with respect to (1) impartial, technically sound, and unbiased assessments, recommendations and/or evaluations, or (2) being given an unfair competitive advantage. Prospective Offerors should refer to FAR 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest. If the Offeror is not aware of any circumstances of this nature, then the Offeror shall provide a statement stating such.

(2) The Government will review the statement submitted and may require additional relevant information from the Offeror. All such information and any other relevant information will be used by the Government to determine whether an award to the Offeror may create an organizational conflict of interest. If found to exist, the Government may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the Offeror, or (3) determine that it is otherwise in the best interest of the Government to contract with the Offeror by including appropriate conditions mitigating such conflict in the contract awarded.

(3) The refusal to provide the disclosure of any additional information as required shall result in disqualification of the Offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the Offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the Government may terminate the contract for default, recommend that the Contractor be disqualified from subsequent related contracts, or be subject to such other remedial actions as may be permitted or provided by law. The attention of the Offeror in complying with this provision is directed to 18 U.S.C. 1001 and 31 U.S.C. 3802(a)(2).

(4) Depending on the nature of the contract activities, the Offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an Offeror shall be considered by the Government in the evaluation of proposals, and if the Government considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

(5) No award shall be made until the disclosure has been evaluated by the Government. Failure to provide the disclosure will be deemed to be a minor informality and the Offeror or Contractor shall be required to promptly correct the omission.

(6) If the Contracting Officer determines that a potential conflict exists, the prospective Offeror shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means, i.e., Government approved corporate mitigation plan. The terms of this clause are subject to negotiation.

**M-1 EVALUATION FACTORS AND SUBFACTORS:**

**(a) Application of Factors and Subfactors**

**(1) General**

(i) The Government expects to select more than one Offeror for each Functional Area on the basis of the Offerors' proposals providing the best value to the Government, all factors considered. "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. Offerors are advised that the proposal meeting the solicitation requirements with the lowest price may not be selected for an award if award to a higher priced Offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher priced proposal must merit the additional price. The Offerors submitting the most highly rated proposals for each Functional Area may be selected for award, allowing them to compete for future DO/TO. The Government intends to conduct evaluations and make awards concurrently, by Functional Area, utilizing the best value procedures.

**(2) Relative Importance**

(i) The following table indicates all significant factors and significant subfactors that will be considered in awarding the contracts. The relative importance of the evaluation factors and subfactors contained in the RFP reflects the overall requirements of this acquisition as outlined in the PWS.

<u>Factors</u>	<u>Subfactors</u>
1. Technical	A. Technical Understanding and Capability B. Resources C. Program Management
2. Past Performance	(None)
3. Small Business Subcontracting Plan	(None)
4. Price/Cost	(None)

(ii) The "Technical Factor" evaluation will consider the areas identified above. Within the "Technical" factor, subfactors (A), (B), and (C) are in descending order of importance.

(iii) The factor "Technical" is more important than "Past Performance". The factors "Technical and Past Performance" are more important than "Small Business Subcontracting Plan". All evaluation factors other than cost or price, when combined are significantly more important than cost or price.

**(3) Adjectival Ratings**

(i) The Government will perform an evaluation of the Technical, Past Performance, and Small Business Subcontracting Plan evaluation factors and subfactors based on the Offeror's proposal. This evaluation focuses on strengths and weaknesses of the Offeror's proposal, resulting in the assignment of an adjectival rating for each factor and subfactor. Cost/Price will not be assigned an adjectival rating.

(ii) *The following adjectival ratings/definitions shall be used for the Technical evaluation factor:*

**COMBINED TECHNICAL / RISK RATING**

<b>COLOR</b>	<b>RATING</b>	<b>DESCRIPTION</b>
<b>Blue</b>	<b>Outstanding:</b>	An outstanding proposal is characterized as follows: <ul style="list-style-type: none"> <li>• Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful contract performance is very low.</li> </ul>
<b>Purple</b>	<b>Good:</b>	A good proposal is characterized as follows: <ul style="list-style-type: none"> <li>• Proposal meets the requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful contract performance is low.</li> </ul>
<b>Green</b>	<b>Acceptable:</b>	An acceptable proposal is characterized as follows: <ul style="list-style-type: none"> <li>• Proposal meets the requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful contract performance is no worse than moderate.</li> </ul>
<b>Yellow</b>	<b>Marginal:</b>	A marginal proposal is characterized as follows: <ul style="list-style-type: none"> <li>• Proposal does not clearly meet the requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses that are not offset by strengths. Risk of unsuccessful contract performance is high.</li> </ul>
<b>Red</b>	<b>Unacceptable:</b>	An unacceptable proposal is characterized as follows: <ul style="list-style-type: none"> <li>• Proposal does not meet the requirements and contains one or more deficiencies. The proposal is unawardable.</li> </ul>

***(iii) The following adjectival ratings/definitions shall be used for the Past Performance evaluation factor:***

There are two aspects to the past performance evaluation. The first is to evaluate the Offeror's past performance to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. With respect to relevancy, more relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

**(iv)** The second aspect of the past performance evaluation is to determine how well the Contractor performed on the contracts.

**PAST PERFORMANCE RELEVANCY RATING**

<b><u>RATING</u></b>	<b><u>DESCRIPTION</u></b>
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involves some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

(v) Performance Confidence Assessment: In conducting a performance confidence assessment, each Offeror shall be assigned one of the ratings below:

**PERFORMANCE CONFIDENCE ASSESSMENT**

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

(A) **Performance Confidence Assessment**, is an evaluation of the likelihood (or Government’s confidence) that the Offeror will successfully perform the solicitation’s requirements; the evaluation is based upon past performance information.

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

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

(vi) *The following adjectival ratings/definitions shall be used for the Small Business Subcontracting Plan evaluation factor:*

**SMALL BUSINESS SUBCONTRACTING PLAN RATING**

<b>COLOR</b>	<b>RATING</b>	<b>DESCRIPTION</b>
<b>Green</b>	<b>Acceptable:</b>	An acceptable proposal is characterized as follows: <ul style="list-style-type: none"> <li>• Proposal meets the requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful contract performance is no worse than moderate.</li> </ul>
<b>Red</b>	<b>Unacceptable:</b>	An unacceptable proposal is characterized as follows: <ul style="list-style-type: none"> <li>• Proposal does not meet the requirements and contains one or more deficiencies. The proposal is unawardable.</li> </ul>

## M-2 DESCRIPTION OF EVALUATION FACTORS AND SUBFACTORS

### **(a) Technical Factor**

#### **(1) Subfactor (A) Technical Understanding and Capability**

(i) Offerors are required to demonstrate its capability to perform the requirements from the sample task order statements of work based on relevant technical expertise and experience in the proposed functional area. This shall include the Offeror's depth and breadth of experience performing the type of work covered by the statement of work and the Offeror's ability to perform the requirements of the functional areas. A simple statement of understanding or playback of the task order or the functional area in Section C will not be considered as responsive.

(ii) Proposals will be evaluated on the soundness of the approach by a feasible and workable program for each sample task order requirement. In addition, the proposal must demonstrate credibility, realism, and logic to the proposed tasking requirements and required deliverables. The information provide in the response to the sample task order(s) will be used to assess the Offeror's technical capability and understanding within each functional area.

#### **(2) Subfactor (B) Resources**

##### **(i) Element (1) – Internal Resources:**

(A) The Government will evaluate the adequacy of the Offeror's current core capabilities which include but are not limited to the ability to recruit, train and retain highly qualified personnel, effectiveness of business systems, the number of personnel possessing security clearances and the level of the clearances. Offerors that propose a Contractor Program Manager with a proven track record of managing programs similar to the NRL/VXS-1 program in scope and magnitude will be evaluated more favorably. Offerors that propose Contract Administrators with proven expertise in applying FAR rules and regulations in administering contracts similar to the NRL/VXS-1 program will be evaluated more favorably.

##### **(ii) Element (2) – External Resources:**

(A) The Government will evaluate the Offeror's methodology for supplementing its core capabilities to meet the component areas identified in Section C for completeness and soundness of approach. Emphasis will be placed on those areas not addressed by internal resources or reflected in past performance. The Government will evaluate the Offeror's methodology for selecting, monitoring, and managing Subcontractors and team arrangements, as applicable; methodology for providing OCONUS support (if applicable); and approach to support continuity of operations in response to sudden workload surges including contingency/disaster recovery situations.

#### **(3) Subfactor (C) Program Management**

##### **(i) Element (1) – Program Management:**

(A) The Government will assess the extent to which the Offeror demonstrates an ability to successfully manage and perform Aircraft S & T Modifications by evaluating the Offeror's proposed structure, quality focus, business operations, and quality of key personnel.

(B) The Government will evaluate the Offeror's proposal to determine the extent to which the Offeror demonstrates that it has the level of program management, technical and engineering expertise, and organization necessary to produce timely and quality S&T solutions and to continuously identify, mitigate, and control risks within a holistic approach for managing the comprehensive scope of the contract and task orders under the contract. This will include an assessment of the size of the organization, the length of the organization's existence, and the ability of its program management information system to produce timely and quality S&T solutions.

**(ii) Element (2) – Contract Management:**

(A) The Government will evaluate the Offeror's strategy for managing the contract including its strategy for managing task order proposals, contract and task order administration, and the Offeror's process for identifying and mitigating problems and promoting process improvement.

**(b) Past Performance Factor**

(1) Past performance is a measure of the degree to which the Offeror satisfied its customers in previous relevant contracts and complied with Federal, State, and local laws and regulations. The Government will evaluate Past Performance Questionnaires and Previous Contract Effort Narratives, and may contact some of each Offeror's customers to ask whether or not they believe: (1) that the Offeror is capable, efficient and effective; (2) that the Offeror's performance conformed to the terms and conditions of its contract; (3) that the Offeror was reasonable and cooperative during performance; (4) that the Offeror was committed to customer satisfaction; and (5) if given a chance would they select the same or a different Contractor.

(2) The Government may consider past performance information obtained from sources other than those identified by the Offeror, including Federal, State, and local Government agencies, Better Business Bureaus, published media and electronic databases. The lack of recent and relevant past performance information will result in the assignment of a neutral rating (i.e. neither favorable nor unfavorable) for this factor.

**(c) Small Business Subcontracting Plan (Applicable only to Offerors that are other than small businesses)**

(1) The Government will assess the Offeror's proposed Small Business Subcontracting Plan to determine whether it represents the maximum practicable opportunity for small business subcontracting. Considering the nature of the NRL/VXS-1 Program, each Offeror is encouraged to demonstrate their prior corporate support for small, small disadvantaged, women-owned small, HUBZone small, veteran-owned small, and service-disabled veteran-owned small business suppliers. The PCO shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed. Failure to submit an acceptable Small Business Subcontracting Plan may result in an unacceptable rating by the Government.

**(d) Price and Cost Factor**

(1) The Government will evaluate the proposed rates for the labor categories proposed for completeness and reasonableness during the period of performance of the NRL/VXS-1 program to ensure that they are fair, reasonable, and predictable for the anticipated work under the contract and that they represent a price/cost to the Government that a prudent person would pay when consideration is given to prices/costs in the market.

(2) **Element (1) – Price Analysis:** The Government will assess the reasonableness of the prices proposed in Section B and the [pricing of the sample task orders](#) of the solicitation. Normally, price reasonableness is established through adequate price competition, but the Government may also determine price reasonableness through use of cost and price analysis techniques as described in FAR 15.404, such as:

(i) Comparison of proposed [sample task orders](#) against an independent Government price estimate.

(ii) Use of other price analysis techniques to assess the Offeror's methodology for determining labor rates with regard to the ability of the Offeror to meet requirements in terms of skills required, complexity of disciplines and job difficulty, the Offeror's ability to perform and the risk of its approach.

(iii) Pursuant to FAR 15.404-1(g), an offer may be rejected if the Government determines unbalanced pricing posing an unacceptable risk to the Government. Proposals that include unrealistically low or unrealistically high labor rates, or that do not otherwise demonstrate price realism may indicate a lack of complete understanding of the requirements, propose a

high-risk approach to performance, and/or demonstrate an inability to attract and retain a high-quality workforce.

**(3) Element (2) – Cost Analysis:** The Government will evaluate the separate cost elements in the Offeror's proposal using the representative sample task orders to determine how well the proposed costs represent what the cost should be, assuming reasonable economy and efficiency. The Government may use various cost analysis techniques pursuant to FAR 15.404-1 to ensure that the proposed cost elements are: 1) realistic for the work to be performed; 2) reflect a clear understanding of the requirements; and 3) consistent with the type of services provided for in the solicitation. Such techniques include, but are not limited to, the following:

**(i)** Verification that the Offeror's cost submissions comply with the contract cost principles and procedures of FAR Part 31 and, when applicable, the requirements and procedures in 48 CFR Chapter 99 (Appendix to the FAR loose-leaf edition), Cost Accounting Standards.

**(ii)** Verification from an Offeror's cognizant audit agency that the Offeror's cost controls and surveillance systems are adequate as demonstrated through an adequate cost accounting system in accordance with FAR 16.301-3(a)(1). Failure to furnish verification of an acceptable cost accounting system and practices will result in an unacceptable rating.

**(iii)** If available, the application of the Offeror's approved provisional billing rates and forward pricing rate agreements in the Offeror's basis of estimate for each loaded hourly labor rate.

**(iv)** Verification that the compensation levels proposed reflect a clear understanding of work to be performed, support the ability of the proposed compensation structure to obtain and retain qualified personnel to meet task order objectives, and that the Offeror's accounting practices used to estimate uncompensated overtime are consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

### **M-3 BASIS FOR CONTRACT AWARD**

**(a)** This is a best value source selection conducted in accordance with Federal Acquisition Regulations (FAR) 15.3 Source Selection, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Navy and Marine Corps Acquisition Regulation Supplement (NMCARS). These regulations are available electronically at the Air Force (AF) FARSite, <http://farsite.hill.af.mil>. The Government will select the best overall offer, based upon an integrated assessment of Combined Technical/Technical Risk, Past Performance, and Cost/Price. The contract(s) may be awarded to the Offeror(s) who is/are deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors and subfactors to represent the best value to the Government. The Government seeks to award to the Offeror(s) who gives the Navy the greatest confidence that it will best meet, or exceed, the requirements. This may result in an award to a higher rated, higher priced Offeror, where the decision is consistent with the evaluation factors, and the Source Selection Authority (SSA) reasonably determines that the technical and/or overall business approach of the higher price Offeror outweighs the cost difference. The SSA will base the source selection decision on an integrated assessment of proposals against all source selection criteria in the solicitation as stated in this Section M. While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective; and therefore, professional judgment is implicit throughout the entire process.

### **M-4 NUMBER OF CONTRACTS TO BE AWARDED**

**(a)** The Government intends to award between three (3) and five (5) contracts for the Engineering and Technical Services to the NRL VXS-1 Squadron program. However, the Government reserves the right to award one, or no contract at all. Each contract award may include one or more of the four functional areas.

**M-5 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS**

(a) Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors or subfactors. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale.