

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 52	
2. CONTRACT NO.		3. SOLICITATION NO. N00019-10-R-0020		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY NAVAL AIR SYSTEMS COMMAND AIR-2.4.4.2 SUITE 256 BLDG 2272 47123 BUSE ROAD UNIT IPT PATUXENT RIVER MD 20670		CODE N00019		8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		CODE	
TEL: SEE SECTION A FAX:				TEL:		FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME DIANA L. HARRITT		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (301) 757-5897		C. E-MAIL ADDRESS diana.harritt@navy.mil	
11. TABLE OF CONTENTS							
(X) SEC.	DESCRIPTION			PAGE(S)	(X) SEC.	DESCRIPTION	
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM		1	X	I CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		12 - 13	X	J LIST OF ATTACHMENTS	
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X	E	INSPECTION AND ACCEPTANCE		16 - 17	K REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE		18 - 19	X	L TERMS, CONDS. AND NOTICES TO OFFERORS	
X	G	ADMINISTRATIVE DATA		20 - 23	X	M EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS		24 - 30	X	N	
<b>OFFER Must be completed by offeror</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions of 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, undersigned offers offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to _____ upon which prices are offered at the price set on site each item delivered at the designated point within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror agrees receipt of amendments to the SCHEDULE for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)			ITEM
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Cargo Air Vehicles FFP Includes cargo air vehicles, material, flight test, ATP, design engineering, SIL adjustments and any A/C mods and S/W mods. FOB: Origin	2	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Ground Control Stations FFP Includes Ground Control Stations – Remote Terminal. FOB: Origin	3	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Pre-deployment Readiness Activities FFP	1	Lot		
	Includes SEPM, training courseware development, training sessions, transport of UAS for pre-deployment training activities and travel for pre-deployment activities. FOB: Origin				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0004	Technical Data	NSP
	Delivery of associated CDRLs for CLINs 0001 through 0003 (See Exhibits A, B and C).	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Security Program Requirements FFP	1	Lot		
	FOB: Destination				

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NET AMT

ITEM NO 0006	SUPPLIES/SERVICES Technical Data	NSP	AMOUNT
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Delivery of associated CDRLs for CLIN 0005  
(See Exhibit D).

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100 OPTION	Transportation and Setup at OCONUS FFP Includes transport of UAS for pre-deployment and travel for pre-deployment activities (3 week duration). FOB: Destination	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 OPTION	Cargo UAS Service in Afghanistan FFP Includes Cargo UAS service in Afghanistan for one (1) month. Note: includes use of two contractor-owned MOB GCS.  FOB: Destination	1	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102 OPTION	Cargo UAS Service in Afghanistan FFP Includes Cargo UAS service in Afghanistan for one (1) month. Note: includes use of two contractor-owned MOB GCS.  FOB: Destination	1	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103 OPTION	Cargo UAS Service in Afghanistan FFP Includes Cargo UAS service in Afghanistan for one (1) month. Note: includes use of two contractor-owned MOB GCS.  FOB: Destination	1	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104 OPTION	Cargo UAS Service in Afghanistan FFP Includes Cargo UAS service in Afghanistan for one (1) month. Note: includes use of two contractor-owned MOB GCS.  FOB: Destination	1	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105 OPTION	Cargo UAS Service in Afghanistan FFP Includes Cargo UAS service in Afghanistan for one (1) month. Note: includes use of two contractor-owned MOB GCS.  FOB: Destination	1	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106		1	Months		
OPTION	Cargo UAS Service in Afghanistan FFP Includes Cargo UAS service in Afghanistan for one (1) month. Note: includes use of two contractor-owned MOB GCS.  FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0107	Technical Data  Delivery of associated CDRLs for CLIN 0101 through CLIN 0106. (see Exhibits A, B and C).	NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0108		1	Lot		
OPTION	Transportation and Tear Down at OCONUS FFP Includes transportation and tear down at OCONUS (2 week duration).  FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		1	Months		
OPTION	Cargo UAS Service in Afghanistan FFP Option to extend services for one (1) month. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202		1	Months		
OPTION	Cargo UAS Service in Afghanistan FFP Option to extend services for one (1) month. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203		1	Months		
OPTION	Cargo UAS Service in Afghanistan FFP Option to extend services for one (1) month. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204		1	Months		
OPTION	Cargo UAS Service in Afghanistan FFP Option to extend services for one (1) month. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0205		1	Months		
OPTION	Cargo UAS Service in Afghanistan FFP Option to extend services for one (1) month. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206		1	Months		
OPTION	Cargo UAS Service in Afghanistan FFP Option to extend services for one (1) month. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0207	Technical Data	
	Delivery of associated CDRLs for CLIN 0201 through CLIN 0206. (see Exhibits A, B and C).	NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0208		1	Each		
OPTION	Cargo Air Vehicle FFP Includes cargo air vehicle, material, flight test, ATP, design engineering, SIL adjustments and any A/C mods and S/W mods. FOB: Origin				

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NET AMT

CLAUSES INCORPORATED BY FULL TEXT

**5252.225-9507 CONTRACT DELIVERY REQUIREMENTS (JCC-IA 952.225-0006)(MAR 2009)**

(a) REQUIRED DELIVERY DATE: \_\_\_\_\_

(b) CONTRACTOR DELIVERY LOCATION: \_\_\_\_\_

(c) POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:

Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

(d) FINAL DELIVERY DESTINATION: \_\_\_\_\_

(e) POINT-OF-CONTACT AT FINAL DESTINATION:

Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

REQUIRING ACTIVITY: \_\_\_\_\_

## Section C - Descriptions and Specifications

STATEMENT OF WORK

Item 0001 and Option Item 0208: Shall be in accordance with the Statement of Work (SOW), Attachment (1) entitled SOW for Deployment of Immediate Cargo Unmanned Aircraft System (UAS) Hardware and Services for Marine Expeditionary Brigade in Afghanistan dated 20 August 2010, Paragraphs 3.1, 3.3.1 (includes Contractor built aircraft only), 3.4.4.8 (test and evaluation), and the Performance Specification, Attachment (2) entitled Performance Specification for United States Marine Corps (USMC) Cargo UAS Services dated 21 June 2010.

Item 0002: Shall be in accordance with the SOW, Attachment (1) entitled SOW for Deployment of Immediate Cargo UAS Hardware and Services for Marine Expeditionary Brigade in Afghanistan dated 20 August 2010, Paragraph 3.3.2 (three (3) deployable Ground Control Station (GCS) to support the FOB). CLIN 0002 does not include MOB GCSs -Price for 2 MOB GCS to be included CLIN 0101.

Item 0003: Shall be in accordance with the SOW, Attachment (1) entitled SOW for Deployment of Immediate Cargo UAS Hardware and Services for Marine Expeditionary Brigade in Afghanistan dated 20 August 2010, Section 3.4 excluding paragraphs 3.4.4.8 and 3.4.7 through 3.4.10.

Item 0004, Option Item 0107 and Option Item 0207: The data called for hereunder shall be provided in accordance with Exhibits A, B and C (Items A001, B001 – B00V, and C001), Contract Data Requirements List (CDRL), DD 1423.

Item 0005: The Operations Security (OPSEC) Program to be furnished hereunder shall be in accordance with the following requirements:

The Contractor is required to provide OPSEC protection for all classified information (as defined in FAR4.401) and sensitive information (as defined by Section 3(d)(4) of PL-100-235 (101 Stat 1727)), pursuant to the National Security Decision Directive 298 of 22 January 1988 and DFARS Clause 252.239-7016. In order to meet this requirement, the Contractor shall develop, implement and maintain a facility level OPSEC Program in accordance with Exhibit D (Item D001), CDRL, DD Form 1423, to protect classified and sensitive information to be used at a Contractor's and Subcontractor's facilities during the performance of this contract.

Item 0006: The data called for hereunder shall be provided in accordance with Exhibit D (Items D001 – D004), CDRL, DD 1423.

Option Item 0100: Shall be in accordance with the SOW, Attachment (1) entitled the SOW for Deployment of Immediate Cargo UAS Hardware and Services for Marine Expeditionary Brigade in Afghanistan dated 20 August 2010, Paragraph 3.5.3.2 - Transport of UAS for Pre-deployment and travel for pre-deployment activities (3 week duration) and the Performance Specification, Attachment (2) entitled Performance Specification for USMC Cargo UAS Services dated 21 June 2010.

Option Items 0101 through 0106 and Option Items 0201 through 0206: Shall be in accordance with the SOW, Attachment (1) entitled the SOW for Deployment of Immediate Cargo UAS Hardware and Services for Marine Expeditionary Brigade in Afghanistan dated 20 August 2010, Paragraphs 3.1.3 and 3.2.1, and Section 3.5 – Cargo UAS Service in Afghanistan for 26 weeks.

Option Item 0108: Shall be in accordance with the SOW, Attachment (1) entitled the SOW for Deployment of Immediate Cargo UAS Hardware and Services for Marine Expeditionary Brigade in Afghanistan dated 20 August 2010, Paragraph 3.5.3.2 – Transportation and Tear Down at OCONUS of CLINs 0001, 0002, 0003 and 0101(2 week duration) and the Performance Specification, Attachment (2) entitled Performance Specification for USMC Cargo UAS Services dated 21 June 2010.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (JUN 2009 )**

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at: [NAVAIR Contractor Forms](#).

(b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the [NAVAIR\\_SAAR.fct@navy.mil](mailto:NAVAIR_SAAR.fct@navy.mil) mailbox.

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

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

## Section D - Packaging and Marking

Item 0001, Item 0002 and Option Item 0208: Delivery of air vehicles and associated hardware shall be In Accordance With (IAW) the Statement of Work (SOW), Attachment (1) entitled SOW Deployment of Immediate Cargo Unmanned Aircraft System (UAS) Hardware and Services for Marine Expeditionary Brigade in Afghanistan dated 20 August 2010.

Item 0004, Option Item 0107 and Option Item 0207: Data deliverables shall be IAW Exhibits A, B and C, Contract Data Requirements List (CDRL), DD Form 1423s.

The technical and administrative data to be furnished hereunder shall be delivered F.O.B. Destination in accordance with the requirements of CDRL - DD Form 1423s, to be provided as exhibits and furnished with each order as well as any CDRLs established to apply to particular programs' orders, in general. Data may be delivered electronically unless specified otherwise on the CDRL. Data that is not delivered electronically, if applicable, shall be packaged and marked in accordance with best commercial practices to ensure safe delivery at destination.

Item 0006: Data deliverables shall be IAW Exhibit D, CDRL, DD Form 1423.

## CLAUSES INCORPORATED BY FULL TEXT

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

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

**5252.247-9517 PACKAGING REQUIREMENTS FOR SHIPMENTS CONTAINING NON-MANUFACTURED WOOD PACKING MATERIALS (NAVAIR) (FEB 2002)**

All non-manufactured, wooden pallets, reels, or containers shipped or used for shipment under this contract shall be heat treated and marked in accordance with the American Lumber Standards Committee, Incorporated Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations, both dated 30 May 2001.

**5252.247-9520 PRESERVATION, PACKAGING, AND PACKING (NAVAIR)(OCT 2005)**

(a) The contractor shall preserve, pack and package items procured for system stock, overseas destinations or ships at sea, in accordance with the MIL-STD-2073-1 Level A requirements delineated in the schedule or elsewhere in the contract or order. If specific requirements are not included in the contract or order, the contractor shall preserve and package in accordance with previously approved level A requirements, within the technical parameters contained in MIL-STD-2073-1. Preservation and packing materials shall be fire retardant/non-combustible as prescribed in the specific packaging requirements in the contract or order, and to the maximum extent practicable.

(b) If the packaging materials specified in the contract or order are not fire retardant, and fire retardant varieties are included in commodity specifications for these materials, the contractor shall use fire retardant varieties. Fire retardant packaging materials are not required for items not used aboard ship. The use of plastic packaging materials

is prohibited unless prescribed in specific packaging requirements in the contract or order, or unless required to adequately protect the item from damage

(c) For items procured for installation/immediate use, the contractor shall preserve and package in accordance with the Level C requirements of MIL-STD-2073-1. Packing for shipment (i.e., shipping container) shall be in accordance with MIL-STD-2073-1, Level A, for overseas surface shipments that are not containerized and all deliveries to ships at sea; Level B for all remaining overseas shipments; Level C for domestic shipments of items consumed at first destination. Fire retardant materials are not required in packing (i.e., shipping container) operations. All units, intermediate and shipping containers, shall be marked in accordance with MIL-STD-129. The use of shredded paper, excelsior, polystyrene and other loose-fill materials as a cushion is prohibited in all packaging and packing operation

(d) In accordance with 29 CFR, the contractor shall ensure that the following caution label is placed on all unit, intermediate and shipping containers for all items containing asbestos in a form that can be inhaled:

**CAUTION  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM**

(e) All items containing asbestos in a form that can be inhaled shall be packaged in sealed, impermeable bags or other impermeable containers, as required by 29 CFR.

**NOTE TO SUPPLIERS:** If the supplies to be furnished on this document require the asbestos caution label described above, the contractor shall notify the contract administrator indicated in the schedule prior to shipment.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0100	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0104	Destination	Government	Destination	Government
0105	Destination	Government	Destination	Government
0106	Destination	Government	Destination	Government
0107	Destination	Government	Destination	Government
0108	Destination	Government	Destination	Government
0201	Destination	Government	Destination	Government
0202	Destination	Government	Destination	Government
0203	Destination	Government	Destination	Government
0204	Destination	Government	Destination	Government
0205	Destination	Government	Destination	Government
0206	Destination	Government	Destination	Government
0207	Destination	Government	Destination	Government
0208	Origin	Government	Origin	Government

SECTION E NOTES

**Note 1:** Items 0001, 0002 and Option Item 0208 - Subsequent to accepting the supplies called for hereunder via DD Form 250, the Government will transfer hardware via DD Form 1149 to the contractor for purposes of successfully performing services under Option Items 0101 through 0106 and Option Items 0201 through 0206.

**Note 2:** Option Items 0101 through 0106 and Option Items 0201 through 0206 - Government acceptance of the services called for hereunder shall be completed via Certificate of Conformance signed by the Procuring Contracting Officer (PCO).

**Note 3:** All DD Form 1423 CDRLs which have "XX" in Block 7 and require approval shall be submitted via the Government's Integrated Data Environment (IDE) where the IDE serves as "Destination" for Acceptance purposes by the Government. The COR or other designated Government official shall provide a letter to the contractor signifying approval of the deliverable required in the DD Form 1423.

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

**52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)**

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

## Section F - Deliveries or Performance

DELIVERY DATES

CLIN	Description	QTY	Delivery Date/Period of Performance	Ship To Address
0001	Cargo Air Vehicles	2	180 days ADC	Contractor Facility
0002	Ground Control Stations	3	180 days ADC	Contractor Facility
0003	Pre-deployment Activities	1	270 days ADC	Contractor Facility
0004	Technical Data		IAW DD Form 1423	Government
0005	Security Requirements	1	270 days ADC	Contractor Facility
0006	Technical Data		IAW DD Form 1423	Government
0100 Option	Transportation and Set-up at OCONUS	1	3 weeks from exercise of Option 0100	Government
0101 Option	UAS Service	1	1 month (see Note)	Government
0102 Option	UAS Service	1	1 month (see Note)	Government
0103 Option	UAS Service	1	1 month (see Note)	Government
0104 Option	UAS Service	1	1 month (see Note)	Government
0105 Option	UAS Service	1	1 month (see Note)	Government
0106 Option	UAS Service	1	1 month (see Note)	Government
0107 Option	Technical Data		IAW DD Form 1423	Government
0108 Option	Tear Down	1	2 weeks after Government declaration of completion of services	Government
0201 Option	UAS Service	1	1 month (see Note)	Government
0202 Option	UAS Service	1	1 month (see Note)	Government
0203 Option	UAS Service	1	1 month (see Note)	Government
0204 Option	UAS Service	1	1 month (see Note)	Government
0205 Option	UAS Service	1	1 month (see Note)	Government
0206 Option	UAS Service	1	1 month (see Note)	Government
0207 Option	Technical Data		IAW DD Form 1423	Government
0208 Option	Cargo Air Vehicle	1	3 months from exercise of CLIN 0208	Contractor Facility

**Note:** The Government may elect to exercise these Option CLINs in accordance with H-1 clause in Section H - Special Contract Requirements.

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The contract shall commence on date of contract award and shall continue for 270 days. However, the period of performance may be extended in accordance with the option provisions contained herein.

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

**5252.225-9520 SHIPPING INSTRUCTION FOR WEAPONS (JCC I/A 952.225-0008)(MAR 2009)**

(a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).

(b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.

(c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

(d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR)  
(OCT 1994)**

(a) The Contracting Officer has designated [TO BE DETERMINED] as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following: [PCO should specify duties and responsibilities of the COR or reference Attachment]

## CLAUSES INCORPORATED BY FULL TEXT

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

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

**CONTRACT COORDINATOR:**

NAME: \_\_\_\_\_

PHONE (BUS): \_\_\_\_\_

PHONE (AFTER HOURS): \_\_\_\_\_

**ALTERNATE:**

NAME: \_\_\_\_\_

PHONE (BUS): \_\_\_\_\_

PHONE (AFTER HOURS): \_\_\_\_\_

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

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

## CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9501 SUBMISSION OF INVOICES (FIXED PRICE) (NAVAIR) (OCT 2005)**

- (a) "Invoice" as used in this clause does not include contractor's requests for progress payments.
- (b) The contractor shall submit original invoices with [\_\_\_\_] copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRP), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRP used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
- a separate invoice for each activity designated to receive the supplies or services.
  - a consolidated invoice covering all shipments delivered under an individual order.
  - either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRP or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)**

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

- (a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.
- (b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009)**

- (a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website: [WAWF Overview](#)

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: Contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at [Insert phone number] or DFAS via the numbers listed at [www.dfas.mil](http://www.dfas.mil)

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the [WAWF Functional Information](#) and [WAWF Training](#) websites.

(4) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

<b>DoDAAC LOCATION TABLE</b>						
	-Select Combo for Fixed Price Supplies and Services -Select Cost Voucher for all Cost or T&M or CLINs. -The 2-in-1 invoice is not authorized for use by NAVAIR -Questions? Call 1-866-618-5988					
	<b>Located in Block</b>					
<b>DoDAAC Description</b>	<b>DD1155 (Destination Acceptance)</b>	<b>DD1155 (Source/Origin Acceptance)</b>	<b>SF26</b>	<b>SF33</b>	<b>SF1449</b>	<b>SF1449 (Destination Acceptance)</b>
<b>Issuing Office DoDAAC</b>	6	6	5	7	7	9
<b>Administrating Office DoDAAC</b>	7	7	6	24	26	16
<b>Inspector's DoDAAC</b>	See Schedule	See Schedule	11	See Schedule	See Schedule	See Schedule
<b>Service Acceptor DoDAAC</b>	14	See Schedule	11	See Schedule	See Schedule	15
<b>Pay Office DoDAAC</b>	15	16	12	25	27	18a

(c) Cost Vouchers also require the cognizant DCAA DoDAAC, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following additional points of contact:

Name (or Clause w/Name)	Email	Phone	Role
See: 5252.201-9500 or 5252.201-9501			Technical Point of Contact or Contracting Officer's Representative

CLAUSES INCORPORATED BY FULL TEXT

**5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)**

(a) Contract Administration Office.

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

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: [insert the appropriate information concerning functions withheld or additional functions assigned] or as delineated by Procuring Contracting Officer (PCO) correspondence.

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

## Section H - Special Contract Requirements

**H-1 OPTION EXERCISE**

At its sole discretion and provided that the Contractor has successfully completed the Deployment Criteria specified in paragraph 3.4.2 of the Statement of Work, dated 20 August 2010, the Government may exercise the option items. In the event that award is made to more than one Contractor following the competition, the Government may exercise these option items with more than one Contractor.

The Government may exercise a single option or multiple options simultaneously. Options 0100 through 0108 will be exercised prior to options 0201 through 0208. The service options, 0101 through 0107 and 0201 through 0207, will be performed sequentially.

The Government may exercise option CLIN 0208 from the completion of the Quality Assurance Test up to the completion of CLIN 0203.

CLIN	Description	Option Exercise
0100 Option	Setup	NLT ten calendar days after completion of CLIN 0003
0101 Option	1 Month UAS Service	NLT Exercise of CLIN 0100
0102 Option	1 Month UAS Service	NLT completion of CLIN 0101
0103 Option	1 Month UAS Service	NLT completion of CLIN 0102
0104 Option	1 Month UAS Service	NLT completion of CLIN 0103
0105 Option	1 Month UAS Service	NLT completion of CLIN 0104
0106 Option	1 Month UAS Service	NLT completion of CLIN 0105
0107 Option	Technical Data	Simultaneous with exercise of CLIN 0100
0108 Option	Tear Down	NLT completion of last month of service
0201 Option	1 Month UAS Service	NLT completion of CLIN 0106
0202 Option	1 Month UAS Service	NLT completion of CLIN 0201
0203 Option	1 Month UAS Service	NLT completion of CLIN 0202
0204 Option	1 Month UAS Service	NLT completion of CLIN 0203
0205 Option	1 Month UAS Service	NLT completion of CLIN 0204
0206 Option	1 Month UAS Service	NLT completion of CLIN 0205
0207 Option	Technical Data	Simultaneous with exercise of CLIN 0201
0208 Option	Cargo Air Vehicle	NLT completion of CLIN 0203

## CLAUSES INCORPORATED BY FULL TEXT

**5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)**

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

## CLAUSES INCORPORATED BY FULL TEXT

**5252.222-9502 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (JCC-I/A 952.222-0001)(AUG 2009)**

(a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

(6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements, including requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.223-9503 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (JCC-I/A 952.223-0001) (MAR 2009)**

Contractors shall notify the Contracting Officer as soon as practicable, whenever employee kidnapping, serious injuries or deaths occur:

Report the following information:

Contract Number: Contract Description & Location, Company Name

Reporting party: Name, Phone number, E-mail address

Victim: Name, Gender (Male/Female), Age, Nationality, Country of permanent residence

Incident: Description, Location, Date and time

Other Pertinent Information

## CLAUSES INCORPORATED BY FULL TEXT

**5252.225-9510 COMPLIANCE WITH LAWS AND REGULATIONS (JCC -I/A 952.225-0004)(JAN 2010)**

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.225-9514 ARMED PERSONNEL INCIDENT REPORTS (JCC-I/A 952.225-0002)(JAN 2010)**

(a) All contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide all incidents and use of weapons firing incidents to the USF-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports

shall be submitted to CONOC at : [mncic3conoc@iraq.centcom.mil](mailto:mncic3conoc@iraq.centcom.mil) , DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) **AFGHANISTAN:** Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the PARC-A Chief of Operations and the JOC @ USFOR-A (JOC SHIFT DIRECTOR, DSN: 318-237-1761) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The PARC-A Chief of Operations in coordination with the JOC will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC /JOC Watch.

#### CLAUSES INCORPORATED BY FULL TEXT

#### **5252.225-9515 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JCC-I/A 952.225-0003)(APR2010)**

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixer placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Annex Q to USF-I OPOD 10-01, FRAGO 897 to CJTF-82 OPOD 07-03, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

(1) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(2) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

#### CLAUSES INCORPORATED BY FULL TEXT

##### **5252.225-9516 MONTHLY CONTRACTOR CENSUS REPORTING (JCC-I/A 952.225-0005)(MAR 2009)**

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25<sup>th</sup> day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

#### CLAUSES INCORPORATED BY FULL TEXT

##### **5252.225-9523 CONTRACTOR HEALTH AND SAFETY ( JCC-I/A CLAUSE 952.225-0013) (FEB 2010)**

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure (NEC Table 352.20). Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

**CLAUSES INCORPORATED BY FULL TEXT**

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: Mr. Michael McLoughlin, Naval Air Systems Command, AIR 2.4.2.1, Suite 155, Building 2272, 47123 Buse Road, Unit IPT, Patuxent River, Maryland 20670, (301) 757-5898, [michael.mcloughlin@navy.mil](mailto:michael.mcloughlin@navy.mil).

**CLAUSES INCORPORATED BY FULL TEXT**

**5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (FEB 2009)**

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

(1) Government property currently accountable and managed under the following contracts: NONE.

Contract Number	Nomenclature/ Description	Part/ Model/ Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost

(2) Government furnished property to be provided under this contract: See Attachment (10).

Nomenclature/ Description	Part/ Model Number and National Stock	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost
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	Number		Identifier)			

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract: See Attachment (10).

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

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items: See Attachment (10).

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

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

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

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

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.204-11	American Recovery and Reinvestment Act--Reporting Requirements	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.209-8	Updates of Information Regarding Responsibility Matters	APR 2010
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-1	Type Of Contract	APR 1984
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II (Dev)	Small Business Subcontracting Plan (Jul 2010) Alternate II (Deviation)	OCT 2001
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010

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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 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
52.242-13	Bankruptcy	JUL 1995
52.243-7	Notification Of Changes	APR 1984
52.244-6	Subcontracts for Commercial Items	JUN 2010
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984

52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
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
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	DEC 2009
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JUL 2009
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7021 (Dev)	Trade Agreements (Deviation)	JUL 2009
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JUL 2009
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7001	Ground And Flight Risk	JUN 2010
252.228-7003	Capture and Detention	DEC 1991
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991

252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of completion of Contract Line Item Number 0206.

#### CLAUSES INCORPORATED BY FULL TEXT

##### **52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALT II (APR 1984)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**CLAUSES INCORPORATED BY FULL TEXT****52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>.

**CLAUSES INCORPORATED BY FULL TEXT****52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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

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

**252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

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

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

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

**252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)**

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action

taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

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

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

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

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

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

For the purpose of complying with the "Ground and Flight Risk" clause, the contractor's premises shall be deemed to be [insert whether site, e.g., factory, headquarters, etc.], located at [insert the location of the premises, i.e., address].

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

ATTACHMENTS AND EXHIBITS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work for Deployment of Immediate Cargo Unmanned Aircraft System (UAS) Hardware and Services for Marine Expeditionary Brigade in Afghanistan	31	20 Aug 2010
Attachment 2	Performance Specification for United States Marine Corps (USMC) Cargo UAS Services	51	21 Jun 2010
Attachment 3	Cargo UAS EDRAP Compliance Matrix (to be updated by contractor and inserted at time of contract award)	16	19 May 2010
Attachment 4	Sustained Operations Performance Model	4	
Attachment 5	DD Form 254 - Contract Security Classification Specification	2	
Attachment 6	Data Rights Assertion List (to be inserted at time of contract award)		
Attachment 7	CPI List		
Attachment 8	Government Furnished Equipment (GFE)/Government Furnished Property (GFP) List	2	
Attachment 9	Quality Assurance Surveillance Plan (QASP) for the Cargo UAS	7	21 Aug 2010
Exhibit A, DD Form 1423	Contract Data Requirements List (CDRL) A001	1	20 Aug 2010
Exhibit B, DD Form 1423	CDRLs B001 - B00R	25	20 Aug 2010
Exhibit C, DD Form 1423	CDRL C001	1	20 Aug 2010
Exhibit D, DD Form 1423	CDRLs D001 - D004	4	20 Aug 2010

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

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-7	Information Regarding Responsibility Matters	APR 2010
52.225-18	Place of Manufacture	SEP 2006
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	DEC 2006
252.225-7023	Preference for Products or Services from Iraq or Afghanistan	APR 2010
252.225-7024	Requirement for Products or Services from IRAQ or Afghanistan	APR 2010

## CLAUSES INCORPORATED BY FULL TEXT

**52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it  is,  is not a women-owned business concern.

**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 481112.

(2) The small business size standard is 1,500 employees.

(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, Central Contractor Registration, 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 CCR, and has completed the ORCA 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 ORCA 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 \$100,000.
- (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;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 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.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 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.
- (ix) 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.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 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.
- (xii) 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.
- (xiii) 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.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.
- (xix) 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) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.
- (iii) 52.219-22, Small Disadvantaged Business Status.
  - (A) Basic.
  - (B) Alternate I.
- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.
- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).
- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.
- (ix) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.
- (x) 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 Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA 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.

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 ORCA.

**252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION OF SUPPLIES BY SEA (AUG 1992)**

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) Representation. The Offeror represents that it--
  - \_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
  - \_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

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

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

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

**5252.245-9506 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (APR 1985) (NAVAIR)**

Offeror/quoter represents that, to his knowledge, contract performance ( ) does, ( ) does not, involve the acquisition of Government production and research property, as defined in FAR 45.301, the disposal of which may be restricted by patent or other rights (see FAR 45.309(b)).

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

### INSTRUCTIONS TO OFFERORS

#### **PART A - GENERAL INSTRUCTIONS**

##### **1.0 GENERAL**

Offerors are required to submit a written proposal as part of this solicitation. Offerors shall respond to all requirements in Section L. Do not alter or rearrange the solicitation unless specifically asked to. The Offerors are advised that the Government may incorporate into the final contract any part of the Offeror's proposal deemed beneficial to the Government. No Cost information shall be included in any Volume except the Price Volume.

Clarity, brevity and logical organization should be emphasized during proposal preparation. It is the responsibility of the Offeror to present enough information to allow the areas of Section L to be meaningfully evaluated for compliance (without discussions).

Failure to clearly address a specific factor may cause a proposal to be deemed unacceptable. There is no need to repeat information in more than one volume if an overlap exists. Unnecessarily elaborate brochures or other presentation beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

Offerors are expected to comply with all requirements of the Request for Proposal (RFP). The Government advises Offerors that taking exception or deviating from any term or condition of the RFP shall make an offer Unacceptable and the Offeror ineligible for award.

##### **2.0 PROPOSAL FORMAT**

1) Technical: Proposals must be formatted using a Times New Roman 12 point normal font (no reduction permitted), single-spaced with 1-inch margins all around and formatted for/printed on standard 8.5 x 11 inch paper. All pages should be numbered with section and page numbers. When foldout pages are used they must not exceed 11 x 17 inches and will be counted as 1 page. Drawings may be provided separately and may be any size but should be folded to approximately 8.5 x 11 inch standard size and will count as 1 page. Graphs shall be presented in no smaller than a 10 point font and should contain a grid that allows values to be read directly from the graph to the same accuracy that a 10 x 10 to the ½ inch grid provides. Graphic resolution should be consistent with the purpose of the data presented. Each Volume or Book shall be provided separately in a 3-ring binder. The binders shall be of an appropriate thickness for the number of pages it contains.

The Offeror will provide one complete copy of the proposal to the PCO as electronic files fully compatible with Microsoft Office 2003 and Adobe Acrobat reader on a CD-ROM. The Offeror will ensure that the Price Volume is provided on a separate CD-ROM. If a discrepancy exists between the original paper copy of the proposal and the disk copy, the paper copy will take precedence. **Instructions for the format and content of the Price Volume are contained in Part B – Specific Instructions, paragraph 2.0 (Volume 2 – Price Proposal).**

##### **3.0 PROPOSAL CONTENT AND VOLUMES**

General: The Offeror must present its proposal information in a manner that facilitates a one for one comparison between the information presented and this Proposal Instruction. Proposal information must be structured such that the paragraph number/letter is identical to the Proposal Instructions paragraph number to which it is responding, although the Offeror may add lower tier sub paragraphs. Each volume of the proposal shall be submitted as one original and additional copies as specified in the table below. Submission of all volumes of the Original proposal to the address provided in Section 4.0 will determine timeliness of receipt. Not-to-exceed (NTE) page counts for each volume are specified in the table below as follows (title and table of contents pages do not count towards page limit).

Volume Number	Volume Title	NTE Pages	Copies Required
Vol 1	<b>TECHNICAL</b> - Schedule (IMS), Demonstrated Performance, and Sustained Operations and Performance	100	1 Original/10 Copies
Vol 2	<b>PRICE</b>	No limit	1 Original/2 Copies

Each volume must contain the following information:

Cover and title page

Title of proposal and proposal number as applicable

Offeror's name, address and POC

RFP number

Proposal volume/book number

Copy number

Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)

Use tabs and dividers

The Cross Reference Matrix (CRM), required for the Technical volume and as needed for other volumes, is provided below as guidance to help ensure that all requirements are addressed, are easily accessible to the evaluators, and to facilitate the Offeror's completion of the CRM of its proposal. The Offeror's CRM should provide a single integrated matrix. The Offeror's CRM should cross-reference its proposal volumes and paragraphs to specific RFP requirements, as well as other parts of the proposal that contain relevant information. The CRM should be provided, as a minimum, in the Technical proposal volume and is not included in the NTE page count. The Offeror's CRM may be identical to the one provided or revised to add columns to indicate the page number on which information may be found, identify where other relevant information in the proposal is located, or provide other comments. Areas indicated with shaded gray do not require separate write up and are for identification of section only.

**CROSS REFERENCE MATRIX (CRM) for Technical Volume 1**

Volume	Sect L Para	Title of Annex	Government SOW	CUAS Perf Spec	Sec M Criteria	Government Referenced Attachments
	1.1	Integrated Master Schedule	3.1 through 3.4	N/A	IIA	Sec J, Attachment 1
	1.2	Technology Maturity – Demonstrated Performance	N/A	3.1.1.1, 3.1.1.2, 3.1.1.3, 3.2, 3.2.5, 3.2.5.5.2, 3.2.6	IA, IIA	Sec J, Attachment 2
	1.3	Sustained Operations and Performance	3.5.1	3.7.7, 3.1.1.1, 3.1.1.2, 3.1.1.3, 3.1.1.4, 3.2.5.5.2, 3.2.6, and 3.2 (top level requirement only).	IIA	Sec J, Attachments 1, 2, and 4

#### **4.0 PROPOSAL SUBMISSION**

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

##### **4.1 Unclassified Data**

Proposals shall be submitted via United States Postal Service or through a commercial carrier using the address provided below. Proposals are not to be submitted by facsimile or electronically via email.

Naval Air Systems Command  
Contracting Officer, Attn: Diana Harritt, AIR-2.4.2.1.3  
47123 Buse Road  
Moffett Building 2272, Suite 155  
Patuxent River, MD 20670-1547  
(301) 757-5897  
N00019-10-R-0020

Hand carried proposals may be delivered to the address above, attention Diana Harritt.

#### **5.0 PROPOSAL PACKAGING**

The Offerors shall package the proposal volumes in cartons or equivalent packaging containers in the most efficient manner possible grouping like volumes to the maximum extent possible. Also each carton shall be single person portable. However, the Master Set, as described below, shall be packaged separately and marked as the Master Set. Each box should identify its contents by including a packing slip detailing the requirement, each volume number and title and copy number. Also, each box should be stamped or marked "For Official Use Only" and "Source Selection Information – See FAR-2.101 and 3.104."

The Master Set shall include all original proposal volumes, all proposal volumes on CD-ROM, a completed and original signed Standard Form 33; acknowledgement of all solicitation amendments, if applicable; and Representations, Certifications and Other Statements of Offerors (Section K of this RFP) and other applicable fill-ins.

#### **6.0 TECHNICAL LIBRARY/DATA**

##### **(1) Technical Library**

A Technical Library of information directly related to the requirements of this contract will be provided in a Compact Disc media format with the RFP (or emailed directly), upon request.

To request electronic copies of the solicitation materials, contact:

Diana Harritt AIR-2.4.2.1.3  
Phone: (301) 757-5897, Fax: (301) 757-5284  
Email: Diana.Harritt@navy.mil

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

[http://www.navair.navy.mil/doing\\_business/open\\_solicitations](http://www.navair.navy.mil/doing_business/open_solicitations)

## **PART B - SPECIFIC INSTRUCTIONS**

### **1.0 VOLUME 1: TECHNICAL – Integrated Master Schedule (IMS), Demonstrated Performance, and Sustained Operations and Performance**

This volume consists of the proposed schedule for meeting the deployment date, demonstrated performance, and sustained operations and performance. The Offeror shall not contain any reference to price aspects of the offer in this volume. The Offeror shall address the following in the proposal:

#### **1.1 Integrated Master Schedule (IMS)**

The Offeror shall provide an Integrated Master Schedule (IMS) that delineates the planned activities/events listed below, along with contractor established activities deemed necessary for management of the program. The schedule should cover the activities necessary to execute the program requirements outlined in Statement of Work (SOW) paragraph 3.1 through 3.4 (Contract Line Item Numbers (CLINs) 0001-0006) and achieve the delivery dates specified in Section F. The IMS shall be submitted electronically in Microsoft Project 2003 version and a written copy in the technical volume. Any additional schedule information can be submitted within a schedule narrative provided in hardcopy and electronic format. Include the following:

- a. Integration
- b. Verification Events (System Integration Laboratory and A/C Level)
- c. Systems Requirements Review
- d. Critical Design Review
- e. Training
- f. Transit times (INCONUS and OCONUS)
- g. Deployment preparation
- h. Quick Reaction Assessment (QRA) (assuming 10 calendar days for the operational event – excludes set-up, tear down, and any maintenance)
- i. E3 tests (14 calendar days)
- j. System and subsystem development/testing activities for hardware and software.
- k. Schedule Maintenance events

Notes: Provide the number of hours required for system and subsystem development (for both hardware and software) and verification hours (SIL, ground and flight – including weekly flight rates). The Offeror shall use a calendar consistent with the company's work schedule. A listing of company holidays, for each year of the proposed plan, should also be included in the schedule narrative.

#### **1.2 Technology Maturity – Demonstrated Performance**

The Offeror shall provide detailed evidence (e.g. flight test data, modeled data where applicable, and any required supporting data) showing how it meets the AV performance requirements (cited below) for an unmanned CUAS, autonomous and operator assisted, slung load configuration in a real world environment. The Offeror shall provide operating temperatures, altitudes, slung loads carried, performance attributes to support their claims of demonstrated flight performance.

The Offeror's predicted performance and known limitations shall be supported by applicable test results or with the results of modeling and 6DOF simulation (if available) or other predictive analysis tools. A description of the tools, their validation with flight test and appropriateness to the proposed system should also be provided. The performance presented shall be in accordance with the external environmental conditions presented in the specification. The Offeror shall provide performance curves for hover out of ground effect, speed-altitude, range, endurance and maneuvering capabilities, etc. The Offeror shall provide sufficient detail including "actual flight test

data, calculated data and performance curves” to substantiate the ability of their proposed system to meet the Performance Specification requirements in the following sections:

- a. **Cruise:** Capable of meeting Cruise flight with an external load as specified in the performance specification paragraph 3.1.1.1.
- b. **Hover:** Capable of meeting Hover performance capability out of ground effect versus altitude for operating conditions as specified in the performance specification paragraph 3.1.1.2, using maximum continuous engine operations (with and without load).
- c. **Range:** Capable of meeting the range requirements as specified in the performance specification paragraph 3.1.1.3. Include Specific range vs. airspeed, altitude and weight relationships along with relevant flight test validation data of cruise performance. Range calculation shall show range including a return leg both with and without the sling load. Range shall be calculated using the mission profile as delineated in the performance specification paragraph 3.1.1.3 for analysis purposes.
- d. **Guidance, Navigation and Control:** Capable of autonomous guidance and control aspects of air vehicle including flight plan generation and loading, dynamic rerouting, waypoint steering, enroute, cargo delivery, terminal and approach modes, waypoint updates, and management/control of faults or failures as specified in the performance specification paragraph 3.2.
- e. **Ground Control Station (GCS):** Capable of controlling air vehicle operations, both autonomously and manually as specified in the performance specification paragraph 3.2.5.
- f. **Delivery Point Accuracy:** Capable of providing delivery point accuracy both autonomously and with manual inputs using onboard sensors or with operator assisted repositioning inputs, or a combination of the two as specified in the performance specification, paragraph 3.2.5.5.2.
- g. **Landing Accuracy:** Capable of providing landing accuracy (both autonomous and operator assisted modes) as specified in the performance specification paragraph 3.2.6.

### 1.3 Sustained Operations and Performance

The Offeror shall provide evidence of how it will achieve the sustained cargo delivery operations required in the SOW (6000 lb per day) while utilizing the mission profile cited in paragraph 3.7.9 of the performance specification.

**Scenario:** The Offeror shall use the performance/throughput model worksheet, referenced in Section J, Attachment 4, entitled “Sustained Operations Performance Model - Throughput Assessment.xls” to illustrate the Offeror’s system can meet the cargo throughput, reliability parameters and basic performance while operating out of one (1) MOB and servicing the FOBs IAW the mission profile and be available for tasking for 26 weeks of service. (Assume 750 lbs loads, 108 nm round trip, 4 sorties per day, MOB elevation = 3,300 ft MSL with Ambient temperature = 90.4 degrees F, FOB elevation = 9,447 ft MSL with Ambient temperature = 66 degrees F, Cruise Altitude = 11,465 ft MSL with Ambient temperature = 59 degrees F).

The Offeror shall identify all assumptions used in developing the predictions. The Offeror is to substantiate they can perform the mission with two (2) air vehicles per system (one (1) active air vehicle and one (1) spare air vehicle).

## 2.0 VOLUME 2 - PRICE PROPOSAL

### 2.1 General Information

All prices shall be contained in RFP Section B and the price proposal (Volume 2).

### 2.2 Price Proposal Instructions

#### 2.2.1 Section 1 – Proposed Pricing

- a. **Proposed Price:** The Offeror shall include Section B with the proposed pricing for this solicitation. Identify the proposed prices for each CLIN as specified in Section B of this solicitation.

b. Price information shall be submitted in Then Year dollars (TYS).

### 2.2.2 Section 2 – Use of Government Furnished Equipment

No Government Furnished Equipment will be provided other than what is listed in the RFP.

### 2.3 Funding Profile

CLINs 0001 and 0002 are to be funded with R&D funds and the remaining CLINS are funded with O&M, MC. For information purposes only, the Government's estimated funding available for award of CLINs 0001 and 0002 is \$25M.

#### CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.216-1	Type Of Contract	APR 1984
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.247-6	Financial Statement	APR 1984

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
 Specifications Section, Suite 8100  
 470 East L'Enfant Plaza, SW  
 Washington, DC 20407,  
 Telephone (202) 619-8925,  
 Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

#### 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);

(3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

#### **52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Mr. Michael McLoughlin, Naval Air Systems Command, AIR 2.4.2.1, Suite 155, Building 2272, 47123 Buse Road, Unit IPT, Patuxent River, Maryland 20670.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far> or <http://www.farsite.hill.af.mil/>.

#### **52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

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

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

#### **5252.219-9501 LESS THAN FIVE PERCENT SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOAL (NAVAIR) (MAR 1999)**

Offerors submitting Small and Small Disadvantaged Business Subcontracting Plans per FAR Clause 52.219-9, "Small Business Subcontracting Plan" and DFARS Clause 252.219-7003, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)" which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed.

**5252.227-9508 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR)(APR 1998)**

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contractor is a U.S. citizen, or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows or no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(6) The U.S. contractor itself is not debarred, suspended, or otherwise determined ineligible by any agency of the U.S. Government to perform on U.S. Government contracts, has not been convicted of export control law violations, and has not been disqualified under the provisions of this Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Information Services (DLIS), Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and section 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLIS.

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

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

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

\*The Chief of the Contracting Office (AIR-2.0, Naval Air Systems Command, Attn: Ms. Diane Balderson, AIR 2.0, 47123 Buse Road, Unit IPT, Patuxent River, MD 20670-1547).

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer's protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant

documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal.

## Section M - Evaluation Factors for Award

### EVALUATION FACTORS

#### **I. GENERAL INFORMATION**

The Government expects to select up to two Offerors on the basis of the proposal that is the Lowest Total Price and Technically Acceptable to the Government.

##### **A. EVALUATION PROCESS**

The Government intends to evaluate each proposal and award up to two contract(s) without discussions to the responsible Offeror (or Offerors) whose offer is lowest price and technically acceptable, pending the PCO's favorable responsibility determination.

Offerors are cautioned that their initial offers shall contain the Offeror's best terms from a technical and price standpoint. However, the Government reserves the right to conduct discussions and request proposal revisions if it is determined to be in the best interest of the Government. If a competitive range is established, the Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. All proposals will be evaluated for compliance with the terms, conditions and requirements set forth in the solicitation.

##### **B. EVALUATION FACTORS FOR AWARD**

1. Technical
2. Price

The proposal must demonstrate to the Government's satisfaction that the Offeror will be able to successfully meet the solicitation requirements.

#### **II. SPECIFIC INFORMATION**

##### **A. TECHNICAL**

The proposal will be evaluated to determine whether or not the Offeror's proposal meets the following solicitation requirements. A technical proposal that meets the solicitation requirements will be considered acceptable and a technical proposal that does not meet a solicitation requirement will be considered unacceptable and unawardable. The Offeror's proposal will be assessed for compliance in meeting the demonstrated performance requirements, sustained operations while maintaining performance, and schedule that achieves delivery dates specified in Section F.

Offerors are advised that they must present proof in their proposal (as further described in PART B – SPECIFIC INSTRUCTIONS, paragraph 1.2 of Section L) of demonstrated performance (at the time of proposal submittal) in an unmanned autonomous, slung load air vehicle configuration based on actual flight tests for the following performance specification requirements of the UAS system as cited below; otherwise the Offeror's proposal will be deemed unacceptable and not be evaluated any further:

Demonstrated Performance:

- a. Cruise (specification paragraph 3.1.1.1)
- b. Hover (specification paragraph 3.1.1.2)
- c. Range (specification paragraph 3.1.1.3)
- d. Guidance, Navigation and Control (specification paragraph 3.2)
- e. Ground Control Station (GCS) (specification paragraph 3.2.5)

- f. Delivery Point Accuracy (specification paragraph 3.2.5.5.2)
- g. Landing Accuracy (specification paragraph 3.2.6)

## **B. PRICE**

Each Offeror's price proposal shall be evaluated to determine if it is complete and consistent with the Offeror's technical approach, reflects a clear understanding of the solicitation requirements and contains no material imbalances.

A Pricing Summary will be used to identify pricing by Contract Line Item Number (CLIN).

The Government may select up to two Offerors on the basis of the proposals that have the Lowest Total Price and Technically Acceptable to the Government.

For evaluation purposes, the Total Evaluated Price will be calculated as the total of the extended price for CLINs 0001 through CLIN 0006 and the Option CLINs (0100 through 0108 and 0201 through 0208).

### CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
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### CLAUSES INCORPORATED BY FULL TEXT

#### **5252.215-9524 BASIS FOR AWARD (NAVAIR) (JUL 1998)**

(a) Award will be made to that responsible offeror proposing the lowest price for supplies or services meeting the requirements of the solicitation.

(b) All proposals will be evaluated for technical acceptability. Proposals that do not conform to the requirements of the solicitation may be rejected without further evaluation, deliberation or discussion. The low priced, technically acceptable offer submitted by a responsible offeror will be awarded the contract.